

The role of electronic settlement centers in the self-implementation of electronic arbitration provisions

¹Sofia Cherad^{*}, ²Mohamed djagham

¹ University Mohamed Khidher Biskra ; E-mail :Soufiacherrad1976@gmail.com

² University Mohamed Khidher Biskra ; E-mail; Mohamed.djagham@hotmail.com

Received: 22/12/2022

Accepted: 18/05/2022

Published: 10/06/2022

Abstract:

The conclusion of commercial contracts electronically has become a distinctive way to conduct business transactions and provide great investment opportunities. Yet, many disputes arise from such electronic transactions, in particular international trade consumer contracts, which require the creation of efficient means of settlement that corresponds with the nature of the disputes arising from this type of contracts. These improvements help investing in centers specialized in electronic settlements that rely on a variety of mechanisms for settling disputes, namely: electronic negotiation, electronic mediation and electronic arbitration. The latter focuses on the principle of self-enforcement of rulings based on the idea that electronic settlement centers work on driving the losing party to implement its decision without resorting to national jurisdiction.

Keywords: Direct Settlement, Electronic Contracts, National Judiciary, Reputation Management System, Electronic Markets.

INTRODUCTION

The world has changed as a result of the digital revolution. Not only are people becoming more connected, but industries are also increasingly collaborating and using "smart" technologies. E-commerce is currently being used more frequently. Today, this industry is flourishing, and new technologies that make it possible to be easily linked to the Internet are making it easier and easier to make online purchases. As a result, e-commerce is a hot topic whose relevance will only increase in the future years, necessitating a review of the current situation and its prospects.¹

Consequently, the conclusion of commercial contracts electronically has become a reliable method over time as paper

^{*} Corresponding author.

documents have been abandoned and electronic data exchange system has been introduced to represent all commercial activities over products and services that are carried out using electronic data exchange, whether among individuals or between individuals and institutions. Yet, electronic commerce is facing multiple challenges related to the preferences of the electronic consumer and his culture, the nature of the used money, and the protection of its electronic data, and more importantly, the need to find settlement methods for disputes arising from electronic transactions as a suitable alternative to the traditional means of settlement.

Study importance:

The significance of this issue is demonstrated in the spread of the electronic medium and the increase in disputes arising from these transactions. The traditional means of dispute settlement in national courts cannot be used in resolving electronic international contracts disputes, which lead to the emergence of online electronic settlement mechanisms based on electronic arbitration. The latter has been proven its efficiency in settling the disputes resulting from electronic commerce contracts and enticing the opposing parties to implement the center's provisions voluntarily. This procedure is known as the self-implementation of electronic arbitration provisions.

Study problematic:

Electronic settlement centers work on finding new ways to compel the losing party to implement its rulings, without the need for the interference of thenational judiciary. Hence, our main problematicis as follows:

- **How do the means of self-implementation of electronic arbitration rulings contribute to achieving the electronic settlement centers objectives on the one hand, and ensuring their independence from the national judiciary on the other?**

Study objectives:

In the present study entitled: The role of electronic settlement centers in the self-implementation of electronic arbitration rulings, the researcher seeks to achieve a set of goals, namely:

- Determining the role of electronic settlement centers in the development of e-commerce.
- Investigating the topic of the independence of the virtual world along with its disputes and laws from the authority of the national judiciary, especially in light of the rapid spread of electronic settlement centers.
- Studying the contribution of rulings issued by electronic settlement centers in the development of provisions and rules of private international law, as the disputes are committed at the national and international level.
- Exploring the effectiveness of self-implementation of electronic arbitration rulings in reaching a final settlement to the dispute.

- **Study Approach:**

The right scientific research approach has to be chosen based on the nature of the studied phenomenon. Accordingly, the researcher adopted the descriptive analytical approach as it is the most appropriate one for the topic of his research study, starting from defining the conceptual framework for electronic arbitration and electronic settlement centers to investigating their means in achieving a final settlement of the conflict.

Study plan:

To answer the study problematic, we adopted a two-pronged plan preceded by an introduction and ending with a conclusion, as follows:

I. Introduction to electronic arbitration and electronic settlement centers.

II. Means of self-implementation of electronic arbitration rulings. To answer this question, we have followed the following plan:

Chapter I: Introduction to electronic arbitration and electronic settlement centers.

Chapter II: means of implementation of electronic arbitration provisions.

Chapter I: Introduction to electronic arbitration and electronic settlement centers.

Internet utilization has become one of the most important aspects of international business. Electronic commerce (sometimes referred to as "e-commerce" or "e-business") is a type of commerce that mixes technology and business. E-commerce is a key feature of the knowledge economy and one of the most important applications of information and communication technologies.²

E-commerce raises several legal problems that require the adoption of new systems relevant to recent issues that have not been tackled by the existing laws that regulate traditional commercial transactions in order to keep pace with the special nature of e-commerce contracts, especially consumer contracts.

The issue of electronic settlement of disputes arising from electronic international trade is considered an important topic of study operating- in all its stages - via the Internet as the provisions of electronic commerce imply the transition from the paper to the electronic transaction stage.

Electronic arbitration plays a crucial role in the electronic settlement of this type of disputes, as it is considered one of the most important settlement mechanisms adopted by electronic settlement centers rapidly spreading in light of the use of electronic contracts.

In order to investigate the topic of electronic arbitration, its advantages and shortcomings, and what distinguishes it from other mechanisms related to dispute settlement as well the identification of the jurisdiction of electronic settlement centers, we have to study the conceptual framework of electronic arbitration, and shed light on the specificity of electronic settlement centers.

1/1/ Understanding electronic arbitration:

The traditional understanding of trade and exchange, which has been established over decades, has changed thanks to the tremendous development witnessed in recent years in various means of communication, especially electronic technologies, which have swept all areas of our life, including commercial activity through the emergence of what is called "automated shopping", "internet commerce" and "electronic commerce".

However, the appropriate functioning of electronic transactions require the adoption of numerous legal regulations that guarantee the privacy of users, especially in addressing disputes arising from electronic contracts.

Accordingly, electronic arbitration emerged as an alternative that corresponds with the nature of electronic contracts, and has become a natural extension of traditional arbitration after the interference of law with the electronic means.

A/ the Definition of electronic arbitration and its characteristics:

Online arbitration (also known as electronic arbitration, cyber arbitration, cyberspace arbitration, virtual arbitration, or arbitration utilizing online procedures) is a type of Alternative Dispute Resolution (ADR) (ODR). The non-judicial nature of online arbitration, as well as the use of electronic, technological, and innovative means to carry out the process by appointing an arbitration panel with binding authority and conducting the process, at least in part, on virtual platforms using the Internet, makes it both demanding and appealing.³

Electronic arbitration is considered an exceptional system/method for settling disputes between individuals of civil, commercial, contractual or non-contractual character. This activity adopts a different way of litigation and enables the opposing parties to choose their judges instead of relying on the judicial organization of the country in which they reside.⁴

A-1 The Definition of electronic arbitration:

According to jurisprudence, the role played by traditional arbitration rules and principles in the emergence of electronic arbitration is undeniable; however, the new rules and customs that have formed a modern type of arbitration should not be overlooked.⁵

Based on the idea that the use of the international Internet represents the essence of electronic arbitration, the latter can be described as a judicial system on which the opposing parties agree to refer the dispute optionally to a neutral third party (the provider of the electronic settlement service) or several persons (the electronic arbitration tribunal) using modern communication means.⁶

Electronic arbitration is also defined as: “the agreement of the opposing parties to subject the dispute that has arisen or will arise in the future between them from an electronic or ordinary commercial relationship or any other interaction to a third party other than the judiciary through the use of electronic procedures to issue a binding judgment.”⁷

From the two above-mentioned definitions of electronic arbitration, one can notice that the electronic settlement of disputes related to electronic transactions takes place via the Internet as the provisions of electronic commerce impose the transition from the paper to the electronic transaction phase that doesn't involve any kind of physical gathering of the contracting parties in addition to the absence of the time lags between the issuance of the offer and its acceptance.⁸

Jurisprudence has emphasized on the need for the use of electronic means to cover all the stages of the arbitration process, that is, from the conclusion of the agreement until the judgment is issued.⁹

A -2. Characteristics of the electronic arbitration:

Electronic arbitration is characterized by a set of features, namely:

- **Speed in resolving the disputes:** Electronic arbitration is characterized by speed in resolving disputes, which is consistent with the nature of the electronic commerce. Electronic arbitration does not require the opposing parties to be physically present in front of the

arbitrators. The required papers and documents can also be submitted and exchanged using e-mail instead of the traditional mail.¹⁰

- Confidentiality of electronic arbitration: the sessions of Electronic arbitration, attended by the opposing parties and their representatives, take place in a short period of time. The case files of the two parties remain exclusively under the knowledge of the arbitrators in contrary to the traditional litigation procedures that take place in public.

- Selection of arbitrators: The opposing parties choose the arbitrators of their free will, which creates a relationship of mutual trust. The president of the arbitral tribunal can also be chosen by the opposing parties, or by the arbitrators chosen by the parties according to the arbitration rules applicable to the dispute.

- Arbitration as a consensual judiciary: Arbitration is considered a form of private judiciary based on the principle of the power of the will, meaning that the opposing parties agree to resort to arbitration in resolving their dispute that have occurred or may take place in the future; hence, they choose their judge and grant him the exclusive authority to settle the dispute.¹¹

- Because they eliminate the need for human interaction in the conflict resolution process, many forms of online dispute resolution offer even more cost savings. For example, using automated settlement aid systems, the computer estimates the value of the settlement based on each party's claims. The costs are usually a percentage of the dispute's value; for a dispute involving less than US\$ 10,000, the average cost is US\$ 100.¹²

B/ Types of arbitration:

Multiple layers of soft and hard lawregulatory instruments, mostly international treaties and model laws, form the existing legal foundation for e-arbitration. Furthermore, earbitration is not prohibited by many national arbitration laws and institutional standards. In fact, several institutional regulations, such as those of the AAA, the CIArb, the ICC, the CIETAC, the WIPO, the Czech

Arbitration Court, and the HKIAC, provide for expedited online processes. The writing need for arbitration agreements, and if such requirement, for jurisdictions rigorously adhering to it, can be achieved electronically by electronic writing and signatures, would be an obstacle to the proliferation of e-arbitration.¹³

B-1The Arbitration clause: refers to the condition stated in the contract to refer future disputes to arbitration.¹⁴

In this case, the arbitration agreement is prior to the establishment of the dispute, so the two parties do not wait for the dispute to arise between them to determine the means they should adopt to resolve it; that is, the decision is taken in advance. The arbitration clause is either indicated in the contract, or agreed on in a separate agreement that includes the arbitration clause and is independent from the original contract but should be established before any kind dispute between the contracting parties.¹⁵

B-2Arbitration stipulation: it refers to the agreement concluded by the two contracting parties after the occurrence of the dispute resolved by arbitration. In this case, the agreement on arbitration is not made in the same manner as the previous type, but rather in the form of an independent agreement from the original contract.¹⁶

Accordingly, arbitration stipulation implies the agreement of the legally opposing parties to settle the disputes arising between them through arbitration.¹⁷

C/ The steps of electronic arbitration:

Electronic arbitration is made of several steps starting from sending the request to the electronic center by mentioning the request to undertake an arbitrary procedure in a specific case. This process is carried out by filling out the arbitration form available on the website of the arbitration center, by clicking on the word "create a case".¹⁸ The following data are also required:

- The full name of the arbitrators.
- Summary of the dispute.
- Solutions proposed by the applicant.

-Names of the applicant's representatives and agents, along with their addresses as well as ways of contacting them.

- The determination of the number of the members of the arbitration panel.

- The determination of the procedures related to the dispute examination.

The step of determining the procedures of arbitration is considered one of the most important stages in the arbitration process. The concerned party should determine the procedures of arbitration within a week; otherwise, the center will take the responsibility of doing it.¹⁹

The opposing parties must also attach a copy of the arbitration agreement with the arbitration request and pay the administrative fees. Then, the arbitrators chosen by the opposing parties begin to study the case.

The arbitration sessions are conducted in secrecy on the announced day after the provision of all the additional data related to the opposing parties, and the completion of the trial until the final decision is made within thirty days of the announcement, unless the emergence of exceptional circumstances that must be clarified to the parties by the center.

1/2/ The jurisdiction of electronic arbitration centers to disputes settling.

The use of international electronic contracts necessitates the reconsideration of the system of disputes settling due to the challenges of the application of conflicting laws in internal courts regarding electronic commerce transactions. The virtual world in which these deals are concluded requires the respect of the principle of confidentiality and data security from the beginning of the contract conclusion to the settling of potential conflicts.

Therefore, electronic settlement centers have spread as an alternative to the national judiciary, especially arbitration centers, to provide an effective settlement service for the engaged opposing parties.

A / the definition of electronic arbitration centers:

Electronic arbitration centers are known as a neutral and impartial mediator that takes the form of a center on the internet. The opposing parties agree to work with these entities to reach a solution to the dispute by giving the parties full authority to resolve the dispute and without imposing any kind of decision on them from the mediator or others.²⁰

To complete this mission, the opposing parties must agree on the dispute settlement made by the jurisdiction of the arbitration center, which is a condition stated in the original contract or another separate document. Article 1 of the Mediation and Arbitration System of the Center of the International Organization for the Protection of Intellectual Property has stipulated such condition.²¹

Electronic arbitration is considered one of the most important mechanisms used by electronic settlement centers. It usually starts by giving the parties the opportunity to negotiate, if the negotiation process does not succeed in solving the dispute, a mediator is appointed to try to help them do so without having the power to bind. If this procedure does not work, an arbitrator having the authority to issue a binding arbitrator is appointed.²²

International centers specialized in disputes settlements electronically were established to meet the challenges raised from the wide use of electronic international contracts.

Initially, an international center specialized in electronic disputes settlements for traders was proposed to be established within the framework of an existing international business organization - for example the International Chamber of Commerce. However, the representation of high level stakeholders requires the establishment of a new institution dedicated to disputes settlement managed by representatives of the International Chamber of Commerce and consumer protection organizations.²³

Specialized branches of the proposed center can also be established to help solve disputes related to international electronic contracts.

Centers specialized in electronic settlement of disputes operate on the basis of the principle of autonomy to cover the expenses of the arbitration process, by imposing high fees in exchange for their services.

Currently, there are more than 25 institutions providing electronic arbitration services, namely:²⁴

- The Commercial initiative for dispute settlement and arbitration in cyberspace.
- The British Aviation Agencies Authority.
- Hong Kong International Center for Arbitration and Dispute Resolution via the Internet.
- The electronic judge.
- The four bodies accredited by ICANN: The National Arbitration Forum, the World Intellectual Property Organization "WIPO", the Asian Domain Name Dispute Resolution Center, and the CPR Institute for Dispute Resolution.

B / Electronic arbitration bodies:

There exist various electronic arbitration tribunals, namely: NICAN, responsible for the protection of website names, and the virtual court.

A) ICANN:(Internet Corporation for assigned names and numbers) an entity that specializes in protecting domain names and websites established in 1998 in The United States of America by receiving requests for website names through a list established by the authority to register global domain names ending with "com, net, org". One can subscribe in this authority by filling out a form available on institution's website and the settlement procedure begins as the user submits a complaint claiming that the name of the website to be registered has already been registered and is identical or similar to his trademark.²⁵

With the aim of creating a unified system for settling domain name disputes, the Internet Corporation for Assigning Names and Numbers, "ICANN", has issued several documents; namely, the followings.²⁶

- The first document, The Unified Policy for Domain Name Dispute Resolution, called the Principles Document, was issued on August 26, 1999, and entered into force on 1/12/1999.
- The second document tackles the rules of the settlement system procedures, called Procedures Regulations, issued on October 24, 1999.

B) Virtual Court:

This court was established in 1998 thanks to the academic efforts made in the Common Law Research Center at the University of Montreal's Law School.

The virtual court arbitration procedures begin with filling out a settlement request on the court's website and following the same procedures mentioned in the section of electronic arbitration.

The court shall have jurisdiction over all disputes arising from electronic commerce, whether related to contracts, trademarks, or compensation arising from an infringement of the right to privacy.²⁷

The court uses the (videoconference) system to help arbitrators interact with each other. If one of the parties does not accept the ruling, they may agree that the decision of the electronic court is subject to appeal before a regular court, or that the dispute be subject to a second submission before a national judge.

The court issues the ruling within thirty days from the date of closing the pleading; the arbitrators must reason the final decision, put their electronic signature on it, and send it to the parties on their e-mail. The ruling will then be posted on the insured website dedicated to the electronic case for a period of sixty days after its issuance.

Chapter II: The ways of the implementation of the electronic arbitration provisions.

Despite the various existing challenges, electronic commerce is still regarded as an important means to reach global markets simultaneously and with minimal expenses and get endless opportunities to sell goods and services to everyone without being restricted by time and place limits.

Consumer contracts constitute the best example that illustrates the importance and the wide spread of electronic commercial transactions, which grant them more legal protection at all levels from governments, international organizations, private centers and civil society organizations.

Consumer contracts aim to give the seller as being the service provider and the buyer as being the customer, the opportunity to undertake a virtual market tour, through which the provided goods and services are varied in the most attractive forms thanks to modern media and communication.

Nevertheless, the electronic consumer remains bewildered in front of the requirements of the electronic contract, as he is not sure about the conformity of the products to the stated specifications, how to pay the price, receive the order and use the electronic payment system.

These issues may cause disputes between the contracting parties and have to be resolved using simple procedures and minimum costs and without the physical presence of the opposing parties. However, this process cannot be implemented in a national court, which paved the way for the introduction of the electronic settlement system managed by specialized centers that have spread and increased in number in parallel with the wide spread of electronic commerce in all countries of the world.

The electronic settlement centers are based on a set of mechanisms to settle disputes, namely electronic arbitration that rely on a friendly method of ruling that encourage the opposing parties to endure their business relationship by implementing the arbitration provisions directly, or by the center's interference in the implementation of the ruling, called the self-implementation of electronic arbitration provisions.

The self-execution of the ruling may also be achieved indirectly, as the electronic settlement center sets up a set of means to entice the opposing parties to implement the ruling voluntarily, or

directly by the direct interference of the center to push the losing party to accept the ruling.

2/1/ Indirect means for the implementation of electronic arbitration rulings.

The voluntary implementation of the electronic arbitration ruling is highly desirable as the enhancement of the consumer trust in electronic commerce is one of the primary goals of electronic arbitration.

Accordingly, the powerful party that receives the ruling for the interest of the consumer may implement it despite its opposition for the sake of preserving its position and reliability in the international market.

From this standpoint, we assume that the indirect self-implementation of electronic arbitration rulings, despite its creation by the electronic dispute settlement centers, does not interfere - directly - in the implementation of the ruling, as its role is limited to developing a set of means that encourage the loser - the convicted party - to implement the decision, without the intervention of the center, in order to avoid financial losses and bad reputation.

Before diving into the forms of indirect self-implementation of electronic arbitration rulings, including: the threat to withdraw the seller's mark - reputation management system, expulsion from electronic markets, the blacklist system and the threatening fine, the common characteristics of indirect self-implementation of electronic arbitration rulings have to be studied:

- These means are directed against the losing party, and the seller is often one of the contracting parties of the electronic consumer contract.

- The means of indirect self-enforcement affect the reputation of the electronic seller who refuses to implement the electronic ruling and his financial status, and shapes the customers' opinions.

- The means of indirect self-enforcement of arbitration rulings are agreed on in a special agreement prior to the arbitral proceedings, such as the contract concluded between the seller and the grantor of the relationship and the website.

A/ The threat to withdraw the seller's mark:

Indeed, the mark system encourages the electronic customers and clients to contract with the seller who acquires a certain number of trust marks granted by the electronic settlement center based on some conditions, namely:

- Registration or membership in the Electronic Settlement Center, so that the seller can benefit from this system.
- The seller's commitment to the jurisdiction of the settlement center in any dispute he takes part of as soon as one of his customers announces it.

Granting the seller a trust mark, which is placed on his website, is advantageous in many ways, as it attracts more customers searching for a seller with a good reputation to order from him.

As soon as the seller refuses to implement the settlement center's ruling, the mark is withdrawn from its website. This operation cannot be challenged by the seller as it is decided under the provisions of the arbitration agreement concluded between him and the electronic settlement center.²⁸

B/ Reputation Management System:

The spread of electronic commerce, especially consumer contracts, has contributed to the emergence of electronic websites in which the seller offers his products to the market; in return, the consumer shops freely without any kind of time or space restrictions.

These websites are not only used for displaying the products offered by the seller, but also for presenting the seller's resume, so that the consumer can have a look on it before dealing with the electronic seller.

"E-bay" is considered one of the most well-known websites that implement the reputation management system as it informs the

consumer about the seller's data and shows the opinions of the consumers in a special webpage called (E-bay-Evaluation).²⁹

This system is implemented by granting a personal code to each seller followed by a set of positive / negative evaluation points; the greater the number of positive points is, the greater the customer's trust in the seller is.

The negative points reflect the electronic seller's failure to implement the ruling issued by the settlement center, which necessitates the placement of a set of negative points beside the seller's personal code.

C/ The blacklist system:

Similar to the traditional arbitration provisions, electronic arbitration provisions are characterized by a mandatory nature, whether issued by a national judge or a center specialized in electronic settlement of international trade disputes, especially consumer contracts.

The indirect self-enforcement of electronic arbitration rulings requires the voluntary implementation of the center's decision to avoid being placed in the blacklist, which is the combination of the mark withdrawal system and the reputation management.

This method is based on listing the names of vendors in a blacklist after confirming their violation of their commitment to the arbitration decision issued by settlement center. Then, the blacklist is sent to several websites specializing in electronic transactions, including consumer protection associations, as being the official sponsor of the rights of their affiliates, which in turn publish the list on all of their platforms. At first glance, the blacklist system may seem to defame the seller and harm his business due to his non-compliance with the arbitration decision; however, resorting to this arbitration method is due to the existence of a previous agreement between the seller and the settlement center, which is not possible due to the large number of this kind of associations on the one hand and the

availability of these blacklists on the Internet and not only on their websites on the other hand.³⁰

D/ Expulsion from electronic markets:

The regulations adopted in civilized countries focus on protecting the consumer's interests, as being the weak party in the electronic commerce transactions, namely because this type of contracts, especially consumer ones, are often carried out without a prior knowledge between the seller and the consumer.

Accordingly, in order to enhance the indirect self-implementation of the provisions of the electronic settlement centers, the latter, in coordination with the information service section of the website, can expel the seller from the electronic markets and prevent him from displaying his products on the Internet after those in charge of the website block his website pages. These procedures are based on an agreement between three parties: the electronic settlement center, the seller, and the service provider.

E/ Threatening fine:

The means of indirect self-enforcement of electronic arbitration rulings do not affect the reputation of the trader and his position in the electronic market only, but can also affect his financial status, as he is required to pay a fine for his non-compliance with the arbitration provisions in some cases. This fine is also regarded as a penalty clause as it is stipulated in the agreement concluded between the seller and the settlement center in case of the occurrence of contracting disputes. The fine is estimated according to the consequences of the dispute and the period during which the seller abstained from the execution of the ruling and it is paid directly to the electronic settlement center.³¹ However, imposing a financial fine on the seller is considered by some people a huge waste of time and effort as the estimation of the consequences of the dispute from the date of its occurrence cannot be made without referring to a national judiciary.

In order to succeed the implementation of the threatening fine method, another group emphasizes on the necessity of calculating a late interest for this period and adds it to the agreed fine.

2/2/ Means of the direct self-implementation of electronic arbitration judgments.

The Electronic Settlement Center can intervene directly and without giving the seller the opportunity to self-implement its arbitration ruling through the adoption of a group of mechanisms, namely:

A/ Credit Cards Control

The electronic Settlement Center contracts with a credit card issuer company, such as (Visa) or (Master Card), which in turn contracts with the trader or the seller who wants to benefit from its credit services. The two contracts state that the company must refund the price to the buyer's account, which represents the electronic consumer when receiving an arbitration decision from the center without the need to refer to the seller.³²

In this case, the Center intervenes directly in the self-implementation of the electronic ruling based on the provisions of the two contracts concluded between the seller and the card issuer company.

B/ Implementation Undertaking services:

This method requires the presence of a third party called the implementation contractor based on the contract concluded between them.

The implementation undertaker is asked to receive the price of the order from the buyer and keep it until the buyer finishes inspecting the goods and confirming their conformity to the mentioned specifications. Then, the contractor is asked to deliver the price to the seller. In case the product does not conform to the specifications and a dispute occurs between the seller and the buyer, a ruling is issued from the electronic settlement center and the undertaker pays the full price of the product to the seller or part of it, or returns it to the buyer.³³

C/ Fund and financing provisions:

This compulsory method is based on the idea of depositing a closed financial guarantee. In other words, the seller allocates or transfers a sum of money to the account of the electronic settlement center and can't be used by him until the expiration of a predetermined period in the arbitration agreement.

When the ruling is issued, the Center starts implementing it directly against the seller as being the losing party through the use of the sum of money deposited on the center's account without referring to the seller or asking for his approval.³⁴

D/ The implementation of the electronic ruling through a registrant (the implementation entity).

The Electronic Settlement Center implements the ruling directly through the ICAAN, concerned with settling disputes arising from the misuse of domain names and websites, without the need of the arbitrator to interference.³⁵

Despite the broad powers granted to the "ICANN", the convict can stop the execution of the ruling if he submits a proof of filing a lawsuit about the same issue before a competent court within a delay of ten days. In this case, the entity does not have the right to delete the domain name of the website or execute the decision until the ruling of the lawsuit filed by the convicted party is pronounced.

Conclusion:

The human life has been dramatically changed due to the emergence of the electronic revolution, namely in the domain of electronic commerce, which required the replacement of the traditional methods of commerce that have been adopted for decades by more modern and sophisticated ones.

Therefore, electronic commerce helps creating diverse activities in response to a set of variables, notably: the consumer preferences and cultural background, the type of currency circulated in the electronic market, and data confidentiality.

For the sake of establishing a legal system consistent with the nature of the virtual world in which electronic contracts are concluded, the electronic settlement system emerged to ensure the

respect of the regulations of resolving judicial disputes, especially in light of the wide spread of the arbitration centers that enable the opposing parties to take control of the arbitration process from start to finish while insuring the privacy of the self-implementation of the ruling. This process helps in:

1 / Gaining more time and paying less expense due to the speedy adjudication of the cases and the virtual presence of the opposing parties.

2 / Implementing the ruling voluntarily in fear of the penalties imposed to the seller in case he refuses to respect the center's decision.

3 / Creating an electronic world that allows the requisition of rights away from the national judiciary and based on the parties' prior or post-conflict agreement.

4 / Arbitration centers constitute a major element for the development of the rules of private international law in regard of the diverse nationalities of the opposing parties, which sheds the light on the specificity of the material regulations used in the virtual electronic world.

Appendices:

¹ Laurent SOULTANBEIEFF, **L'E-commerce d'aujourd'hui est ses perspectives**, disponibles sur le lien: [file:///C:/Users/Administrator/Downloads/E-commerce-le-rapport-\(version-finale\).pdf](file:///C:/Users/Administrator/Downloads/E-commerce-le-rapport-(version-finale).pdf)

² Ihab AMRO, **Online arbitration in theory and in practice**, Cambridge scholar publishing, UK, 2019; p01

³ Mira FAYAD, Habib KAZZI, **Electronic arbitration in lebanon overview and trends**, European scientific journal, edition vol 11, number 7, march 2015, p39.

⁴ خالد ممدوح إبراهيم، **التحكيم الالكتروني في عقود التجارة الدولية**، الإسكندرية، دار الفكر الجامعي، 2008، ص 12.

⁵ عصام عبد الفتاح مطر، **التحكيم الالكتروني، ماهيته-اجراءاته-وآلياته في تسوية منازعات التجارة الالكترونية والعلامات**

التجارية وحقوق الملكية الفكرية، الإسكندرية: دار الجامعة الجديدة، 2009، ص 41

⁶ محمد مأمون سليمان، **التحكيم الالكتروني في عقود التجارة الالكترونية** "اتفاق التحكيم، عملية التحكيم، حكم التحكيم،

الإسكندرية: دار الجامعة الجديدة، 2011، ص 64

⁷ أنيسة حمادوش، "خصوصية التحكيم الإلكتروني في حل المنازعات التجارية الدولي"، مجلة العلوم الإنسانية، جامعة الاخوة منشوري، قسنطينة، عدد 48، 2017، ص 230

⁸ سامي عبد الباقي، التحكيم التجاري الإلكتروني، دراسة مقارنة، القاهرة: دار النهضة العربية، 2004، ص 19.

⁹ فادي محمد عماد الدين توكل، عقد التجارة الإلكترونية، الطبعة الأولى، منشورات الحلبي الحقوقية، 2010، ص 203.

¹⁰ Harry Rajak and others, **Selected Legal Issues of E-Commerce**, kluwer law international, the hague, London, New York, 2002, p151.

¹¹ خالد ممدوح إبراهيم، مرجع سابق، ص 22

¹² Dispute settlement, international commercial arbitration, united nation conference on trade and developpement, p06,
https://unctad.org/system/files/official-document/edmmisc232add20_en.pdf

¹³ Mohamed.S ABDELWAHAB, **ODR and E-arbitration trends and challenges**, p404 <https://www.mediate.com/pdf/wahabearb.pdf>

¹⁴ لزه بن سعيد، النظام القانوني لعقود التجارة الإلكترونية، الجزائر: دار هومة، 2014، ص 249

¹⁵ هجيرة تومي، "التحكيم الإلكتروني كتجربة لتطوير آليات التحكيم"، مجلة صوت القانون، العدد السابع، الجزء الثاني، 2017، ص 80.

¹⁶ Mauro Rubino- Sammartano, International arbitration law and practice, Third edition, Juris, New York, 2014, P33.

¹⁷ لزه بن سعيد، مرجع سابق، ص 250

¹⁸ هجيرة تومي، مرجع سابق، ص 82

¹⁹ Giuditta Cordero_ Moss, **International Commercial Arbitration**, CPI Grop, Croydon, London, 2013, P 150-157.

²⁰ هند عبد القادر سليمان، "دور التحكيم الإلكتروني في حل منازعات التجارة الإلكترونية"، المؤتمر المغاربي الأول حول: المعلوماتية والقانون، تحت شعار: "نحو قانون مغاربي نموذجي للمعلومات

²¹ Hakeem Seriki, Injunctive relief and international arditration, informa law from routledge, England, 2014, p90.

²² حسام أسامة أحمد، الاختصاص الدولي للمحاكم وهيئات التحكيم في منازعات التجارة الإلكترونية، دار الجامعة الجديدة، 2009، ص ص، 178، 179

²³ خالد ممدوح إبراهيم، مرجع سابق، ص ص، 270، 271.

²⁴ Roger Leroy Miller, Frank B cross, **The legal environment of business: text and cases**, Ninth edition, cengage learning, USA, 2015, p75.

²⁵ حسام أسامة أحمد، مرجع سابق، ص 182

²⁶Roger Leroy Miller, op. cit, p78-80.

²⁷ Henni ward, Transforming Summary Justice : modernisation in the lower criminal courts, Routledge, London, 2017, p35.

²⁸ إبراهيم إسماعيل إبراهيم، "فعالية قرار التحكيم الإلكتروني" -دراسة مقارنة-، مجلة جامعة بابل، العلوم الإنسانية، المجلد 21، العدد:2، 2013، ص 367

²⁹ حسام أسامة محمد، مرجع سابق، ص 255

³⁰ عصام عبد الفتاح مطر، مرجع سابق، ص 491

³¹ Henni ward, op.cit, p 36-38.

³² Hakeem Seriki, op.cit, p92.

³³ إبراهيم إسماعيل إبراهيم، مرجع سابق، ص 367

³⁴ عصام عبد الفتاح مطر، مرجع سابق، ص 392

³⁵ إبراهيم إسماعيل إبراهيم، مرجع سابق، ص 367. عصام عبد الفتاح مطر، مرجع سابق، ص 493 عصام عبد الفتاح مطر، مرجع سابق، ص 392.