

Law No. 2 of 2017 Promulgating the Civil and Commercial Arbitration Law



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**Law No. 2 of 2017
Promulgating the Civil
and Commercial Arbitration Law**



سلطان العبدالله ومشاركوه
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Law No. 2 of 2017
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We, Tamim bin Hamad Al-Thani, the Emir of the State of Qatar,

After perusal of the Constitution, and
The Civil and Commercial Procedures Law as promulgated by Law No. 13 of 1990 and amending laws thereto, and
The Judicial Authority Law as promulgated by Law No 10. of 2003, as amended by Decree Law No. 2010 21, and
The Civil Code as promulgated by Law No. 22 of 2004, and
The Commercial Law as promulgated by Law No. 27 of 2006, as amended by Law No. 7 of 2010, and
The Law on Electronic Transactions and E-Commerce as promulgated by Decree Law No. 16 of 2010, and
The New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards which has been acceded to and ratified by the State of Qatar by virtue of Decree Law No. 29 of 2003, and
The proposal presented by the Minister of Justice, and
The draft law proposed by the Council of Ministers, and
After consulting the Shura Council,

We hereby decree as follows:

Article 1

The provisions of the Civil and Commercial Arbitration Law enclosed herewith shall be put into force.

Article 2

The provisions of the Civil and Commercial Arbitration Law enclosed herewith shall not apply to disputes which are not permitted to be settled by means of arbitration by any other law, nor shall the provisions of the Civil and Commercial Arbitration Law enclosed herewith apply to disputes that are permitted to be brought to arbitration but only in accordance with rules different than this law.

Article 3

The provisions of the Civil and Commercial Arbitration Law enclosed herewith shall apply to each and every arbitration existing on the Effective Date of the Civil and Commercial Arbitration Law enclosed herewith or that start after the Effective Date.

Article 4

Articles 190 through 201 of Book 1 of the Civil and Commercial Procedures

Law mentioned above are hereby rescinded, and so is each and every provision of the Civil and Commercial Procedures Law that is contrary of the Civil and Commercial Arbitration Law enclosed herewith.

Article 5

The Minister of Justice shall make the necessary decisions to implement the provisions of the Civil and Commercial Arbitration Law enclosed herewith.

Article 6

All relevant authorities respectively shall implement this law. This law shall be published in the Official Gazette.

**Tamim bin Hamad Al-Thani,
The Emir of the State of Qatar**

Enacted in the Emiri Court on 1438/05/19 H;
Corresponding to: 2017/02/16.

The Civil and Commercial Arbitration Law

Chapter 1

Definitions and General Provisions

Article 1

For purposes of implementing this Law, the following words and terms shall have the meanings assigned respectively thereto, unless the context otherwise requires:

The Minister:	The Minister of Justice.
The Ministry:	The Ministry of Justice.
Arbitration:	A course of action based on a legal agreement that serves as an alternative to recourse to ordinary courts of law, whether the entity conducting the arbitration is, pursuant to mutual agreement by the Parties, a permanent Arbitration Center or not.
Arbitration Agreement:	The agreement provided for under Article 7.1 of this Law.
The Parties:	The two or more parties to a dispute who agree to refer their dispute to Arbitration.
The Arbitral Tribunal:	The tribunal constituted of one arbitrator, or another odd number of arbitrators, to decide on the dispute referred to Arbitration.
The Other Authority:	The authority designated by the parties in their

Arbitration Agreement in accordance with the requirements of this Law to solely exercise certain functions relating to providing assistance to, and supervision of, the Arbitration proceedings, whether or not such authority is a permanent Arbitration Center or institution.

The Competent Court: The Civil and Commercial Arbitration Disputes Circuit of the Court of Appeals, or the Court of First Instance of the Civil and Commercial Court of the Qatar Financial Center, as designated in the agreement of the Parties.

The Competent Judge: The enforcement judge of the Court of First Instance or, where the Parties so agree, the enforcement judge of the Civil and Commercial Court of the Qatar Financial Center.

The Applicant: The Party who initiates the application to refer a dispute to Arbitration.

The Respondent: The Party against whom the Arbitration is brought.

Arbitration Centers: Each and every legal body licensed to conduct Arbitration proceedings pursuant to the provisions of this Law.



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Article 2

1. Without prejudice to the provisions of the international conventions enforceable in the State of Qatar, the provisions of this Law shall apply to each and every Arbitration between public or private parties, irrespective of the nature of the legal relationship subject to the dispute, whether the Arbitration proceedings are conducted in the State of Qatar, or the Arbitration is an international commercial Arbitration conducted abroad with this Law having been designated by the Parties as the governing law.
2. Agreement to Arbitration of disputes in respect of administrative contracts shall be approved by the Prime Minister or any person delegated to give such approval by the Prime Minister. In all cases, public entities shall not have recourse to Arbitration to settle disputes arising between them.
3. For purposes of implementing the provisions of this Law, where a dispute arises regarding a legal relationship of an economic nature, whether contractual or not, the Arbitration shall be considered commercial. This shall include commercial transactions, investment, financial, banking, industrial, insurance, touristic and any other transactions of an economic nature.
4. For purposes of implementing this Law, an Arbitration shall be international

if the subject matter thereof relates to international trade in the following situations:

- A. If, at the time of concluding the Arbitration Agreement, the principal places of business of the Parties are in different countries. Should a Party have more than one principal place of business, the place with the closest relation to the subject matter of the Arbitration Agreement shall be such party's principal place of business. Where a Party has no principal place of business, the usual domicile of the party shall serve as the principal place of business.
- B. If the principal places of business of all the Parties are, at the time of concluding the Arbitration Agreement, within one state and any of the following places lies outside such state:
The seat of Arbitration, which is defined in the Arbitration Agreement or a provision for determining the same is provided for in the Arbitration Agreement;
 - The place where a substantial part of the obligations arising from the relationship between the Parties is carried out; or
 - The place with the closest relation to the subject matter of the dispute.
- C. If the subject matter of the dispute covered by the Arbitration Agreement is related to more than one state.
- D. If the Parties agree to go to a permanent Arbitration institution the main offices of which are located in or outside the State of Qatar.

Article 3

Where this Law allows the Parties to choose the procedures applicable in a specific situation, each of the Parties may authorize third parties to choose such applicable procedures. For purposes hereof, third party shall include each and every Arbitration institution or center in or outside the State of Qatar.

Article 4

1. Unless the Parties otherwise agree, written notices or communications shall be delivered as follows:
 - A. By hand to the addressee or to such addressee's place of business, usual domicile, or to the postal address known to the Parties, set out in the Arbitration Agreement or in the document governing the relationship that is the subject matter of the Arbitration.
 - B. Should all of the addresses indicated in 'A' above prove unknown after

due investigation, the written notice or letter so served shall be deemed delivered if served to the last place of business, usual domicile, postal address, e-mail address or at a known addressee's facsimile number, provided that a registered communication or other means of written proof exists to prove such service.

C. A written notice or letter served by facsimile or to an e-mail address shall be deemed delivered on the date of transmission, unless the sender receives an automatically generated message of delivery failure.

D. In all cases, a written notice or letter shall be deemed served if received or delivered before 6:00 pm in the country of receipt. Otherwise, delivery shall be deemed to have taken place on the following day.

E. For purposes of calculating the periods provided for in this Article, such period shall be calculated as from the day after the day of delivery. Where the last day of the period coincides with a holiday or a non working day at the place of business or the offices of the addressee, such period shall extend to the first following work day. However, holidays or non-working days occurring within that period shall be included in the calculation.

2. The provisions of this Article shall not apply to judicial summons before courts.

Article 5

Should a violation of a provision of this Law come to the knowledge of a Party, whether in respect of a matter which the Parties are permitted to agree to the contrary or of a provision of the Arbitration Agreement, if such Party continues with Arbitration proceedings without taking immediate action to object to such violation within the period agreed to by the parties, or delays for an unjustified period objecting to such violation where no period has been agreed, such failure to object shall be deemed a waiver of such party's right to objection.

Article 6

The Other Authority, or the Competent Court should the Parties fail to agree to that Other Authority, shall perform the functions provided for under Articles 11.5 and 13.1 ,11.6 and 14.1 ,13.2, and 16.3 of this Law.

Chapter 2

Arbitration Agreement

Article 7

1. The Arbitration Agreement is the agreement between the Parties who, whether they are legal or natural persons, have the legal capacities necessary to agree to recourse to Arbitration to settle all or some of the disputes that have arisen, or may arise, between them out of a specific legal relationship, whether contractual or not. Any such Arbitration Agreement may be an independent agreement or may take the form of an Arbitration clause within an agreement.
2. Arbitration may not be used in disputes of a type that the parties would not be legally permitted to settle themselves.
3. The Arbitration Agreement shall be written; failure to be in writing renders the Arbitration Agreement null and void. The Arbitration Agreement shall be deemed written where it takes the form of an instrument signed by the Parties, in the form of paper or electronic letters, or any other form of communication that allows written proof of delivery.
4. The Arbitration Agreement shall be deemed to have met the writing requirement if any of the Parties asserts the existence of the Arbitration Agreement, making such assertion in the statement of claim or the response pleading thereto, provided that the other Party(ies) Concerned do not challenge such assertion.
5. Any reference in an agreement to another instrument containing an Arbitration clause shall be deemed an Arbitration Agreement, provided that such reference shall be clear in incorporating the Arbitration clause into the agreement.
6. Without prejudice to any legislative provision on expiry of substantive rights or obligations as a result of death, and unless the Parties otherwise agree, the Arbitration Agreement shall not expire upon the death of any Party, but rather may be executed by or against the persons representing the deceased Party.

Article 8

1. The court to which a dispute is brought that is subject to an Arbitration Agreement shall rule the court case to be inadmissible on the condition that the defendant argues that the parties have agreed to arbitrate prior to pleading for any request or introducing any subject matter related defence unless the court decides that such Arbitration Agreement is null, void, inoperative or unenforceable.

2. Filing a case pursuant to Article 8.1 above shall not prevent the initiation and / or continuation of Arbitration proceedings, nor may it hinder issuance of an award therein.

Article 9

Where the Arbitral Tribunal, or any other person on whom the Parties bestow certain powers, is incompetent or incapable of acting effectively and timely, the Competent Judge may, upon request by any of the Parties, order the adoption of interim or precautionary measures, including those provided for under Article 17.1 of this Law, whether prior to commencement of Arbitration proceedings or during the same. Any such request shall not be deemed a waiver by the applying Party of the right to invoke the Arbitration Agreement.

Chapter 3

Arbitral Tribunal

Article 10

The Arbitral Tribunal, pursuant to the agreement between the Parties, shall consist of one or more arbitrators. If no such agreement is reached, the Arbitral Tribunal shall consist of three arbitrators. In the event there is more than one arbitrator, the Arbitral Tribunal shall consist of an odd number of arbitrators, failing which the Arbitration shall be null.

Article 11

1. An arbitrator shall be chosen from the list of approved arbitrators registered at the Arbitrators Registry at the Ministry. Also it is permissible to nominate any person as an arbitrator provided that such person shall:
 - A. Be of full legal eligibility and capacity;
 - B. Not have been finally convicted of a felony or a misdemeanor relating to honesty and character, even if such person's name is cleared later;
 - C. Be of good reputation and conduct.
2. Unless the Parties agree otherwise or the law requires otherwise, an arbitrator is not required to have any specific nationality.
3. An arbitrator shall accept appointment in writing or via any of the means provided for under Article 7.3 of this Law. The arbitrator shall, upon nomination, disclose in writing any circumstances that may cast doubts on his / her neutrality and / or independence. Such disclosure obligation shall remain on the arbitrator even if such circumstances arise after their appointment.
4. Without prejudice to Articles 11.6 and 11.7 hereof, the Parties may agree to

the procedure applicable to appointing the arbitrator or arbitrators.

5. In absence of such an agreement, the following shall apply:
 - A. In case of an Arbitral Tribunal with one arbitrator, where the Parties fail to agree to the arbitrator within thirty (30) days from the date of the written notice served by the Applicant to the other Parties in that regard, any of the Parties may ask the Other Authority or the Competent Court, as applicable, to appoint the arbitrator.
 - B. In case of a three person Arbitral Tribunal, each Party shall appoint one arbitrator and the two arbitrators so appointed shall agree to the third arbitrator. If either Party fails to appoint their respective arbitrator within thirty (30) days from the date of receiving a request in that regard from the other Party, or where the arbitrators appointed by the Parties fail to appoint the third arbitrator within thirty (30) days from the later dates of their appointment, the Other Authority or the Competent Court, as applicable, shall make the necessary appointment upon request of either Party.
6. Where the procedure applicable to appointment of arbitrators exists in an agreement between the Parties, either Party may ask the Other Authority or the Competent Court, as applicable, to carry out the necessary procedure in any of the following circumstances unless the agreement provides a different way of proceeding:
 - A. If a Party fails to take an action provided for under the agreed procedure;
 - B. If the Parties or the two arbitrators fail to reach the necessary agreement on any matter requiring agreement pursuant to the agreed procedure; and / or
 - C. If a third party fails to fulfill any task assigned to it in the agreed procedure.
7. Any decision taken by the Other Authority or the Competent Court, as applicable, in respect of any matter provided for under Articles 11.5 and 11.6 hereof shall be final and not subject to appeal by any means of appeal.
8. The Other Authority or the Competent Court, as applicable, when appointing an arbitrator, shall take into account the nature and circumstances of the dispute in question, as well as the qualifications required in the arbitrator pursuant to the agreement between the Parties, and the considerations necessary to ensure the appointment of an impartial and independent arbitrator. In case of appointing one arbitrator

or a third arbitrator, the Other Authority or the Competent Court, as applicable, shall take into account the nationality of the arbitrator in consideration of that, or those, of the Parties.

9. All the Parties and any arbitrator appointing center or authority and any previously appointed arbitrator shall be notified of any request made to the Other Authority or the Competent Court, as applicable, to appoint an arbitrator. Any request so made shall include a brief on the nature of the dispute as well as the terms and conditions provided for in the Arbitration Agreement and all steps taken to appoint any un-appointed arbitrator to the Arbitral Tribunal.
10. When appointing an arbitrator as set forth above, the Other Authority or the Competent Court, as applicable, may choose such an arbitrator from the Ministry's recorded list of arbitrators, from corresponding lists of other arbitration centers or from any other lists deemed appropriate by the choosing Other Authority or the Competent Court. In so doing, the Other Authority or the Competent Court, as applicable, shall be as careful as necessary to choose the appropriate arbitrator for the circumstances of the dispute in question. In this case, amounts paid in that regard, including the expenses related to appointment of the Arbitral Tribunal arbitrator, shall be part of the Arbitration costs.
11. An arbitrator shall not be held liable for exercising their tasks as arbitrator unless exercising their tasks is based on bad faith, collusion, or gross negligence.

Article 12

No challenge may be brought against an arbitrator unless reasonable doubts arise in respect of such arbitrator's neutrality and/ or independence, or where the arbitrator lacks the necessary qualifications agreed to by the Parties. No Party may challenge the arbitrator which the Party has appointed solely or jointly save for compelling reasons discovered after the appointment has been made.

Article 13

1. The Parties may agree to the procedures for challenging arbitrators. Failing such agreement, a challenge shall be presented in writing to the Arbitral Tribunal, stating the underlying grounds and reasons. Such challenge shall be made within fifteen (15) days from the date of the praying party's knowledge of the formation of the Arbitral Tribunal or of the reasons justifying the challenge of the arbitrator. If the arbitrator against whom the challenge is brought fails to withdraw, or if the other Party objects to the challenge, the challenge shall be referred to the Other Authority or the

Competent Court, as applicable, which decision shall be final and not subject to appeal by any means of appeal. The Arbitral Tribunal shall halt Arbitration proceedings pending the decision on the challenge.

2. The Other Authority or the Competent Court, as applicable, may decide, upon ruling on the challenge, on the fees and expenses payable to the arbitrator so recused or on recovering any expenses or fees paid thereto.
3. No challenge may be admitted from a Party who previously challenged the same arbitrator in the same Arbitration unless a new and different ground arises to justify such challenge or where such ground comes to the knowledge of the praying Party only after filing the first challenge.

Article 14

1. If the arbitrator is unable to or fails to carry out their mandate or drops out thereon, leading to unjustified delay in Arbitration proceedings, and yet fails to withdraw voluntarily and the two Parties do not agree to removing the arbitrator, the Other Authority or the Competent Court, as applicable, may decide to terminate the arbitrator's appointment upon request of either Party. Any termination decision so taken shall be final and not subject to appeal by any means of appeal.
2. Withdrawal of the arbitrator or terminating the mandate thereof by the Parties shall not serve as proof of any of the reasons provided for under Article 12 of this Law.

Article 15

1. A substitute arbitrator shall be appointed to replace the outgoing arbitrator whose mandate is terminated as a result of challenge, removal, withdrawal or any other reason. The same applicable appointing procedure shall be followed to appoint the substitute arbitrator.
2. Following the appointment of the substitute arbitrator, the Parties may agree to the effectiveness of the Arbitration proceedings occurring before the appointment of the substitute arbitrator. Otherwise, the reconstituted Arbitral Tribunal shall decide in this regards in accordance with what it finds appropriate.

Article 16

1. The Arbitral Tribunal shall consider and decide on the arguments raised in respect of its lack of jurisdiction, including those based on the non-existence, invalidity, voidability and / or lapsing of the Arbitration Agreement or the lack of applicability thereof to the subject matter of the dispute. An Arbitration clause shall be deemed an agreement

independent from other clauses of the contract. The invalidity, expiry and / or termination of the underlying contract shall not affect in any way the Arbitration clause provided for therein as long as the Arbitration clause is itself valid.

2. The arguments referred to under Article 16.1 above shall be raised not later than the date set for submitting the defense pleading by the Respondent as pursuant to Article 23 of this Law. The said right to challenge the jurisdiction of the Arbitral Tribunal shall not be deemed waived as a result of the individual or joint nomination of an arbitrator by a Party.

As for asserting the defense that the Arbitral Tribunal is exceeding its jurisdiction during the Arbitration proceedings, such an argument shall be put forward during the Arbitration proceedings upon the issue arising.

In all cases, the Arbitral Tribunal may accept a delayed assertion of the defense where the Arbitral Tribunal regards such delay as reasonable.

3. The Arbitral Tribunal may decide on any of the arguments put forward pursuant to this Article prior to settling the subject matter of the dispute or as part of the arbitral award to be handed down in the dispute. If the Arbitral Tribunal dismisses the argument so put forward, the Party may, within thirty (30) days from notification of the dismissal, appeal the dismissal before the Other Authority or the Competent Court, as applicable, which decision shall be final and not subject to appeal by any means of appeal. If the appeal of a dismissal is pursued, it shall not prevent the Arbitral Tribunal from proceeding with and deciding on the Arbitration.

Article 17

1. Unless the Parties otherwise agree, the Arbitral Tribunal may, upon a request by either Party, take temporary measures or hand down temporary awards as the nature of the dispute may require or for purposes of avoiding an otherwise irreparable damage, including any of the following:
 - A. Preserving the situation of the underlying dispute, or restoring the same original situation pending determination of the dispute;
 - B. Adopting any measure to prevent a present or imminent danger, prejudicing the Arbitration proceedings, or preventing any such measure that may cause any of the above;
 - C. Providing a mechanism to keep intact the assets through which any future decisions can be implemented; and/ or
 - D. Preserving evidence that may be significant and material to the resolution of the dispute.

The Arbitral Tribunal may require the Party taking such measures to provide sufficient guarantee to cover the expenses of any such temporary measure and / or award handed down by the Arbitral Tribunal.

2. The Arbitral Tribunal may change, halt and / or cancel a temporary measure or award ordered thereby upon request of either Party or, where necessary, as acting to the Arbitral Tribunal's discretion provided that a prior notice is served to the other Parties of any such change, halt and / or cancellation.
3. The Party in favor of whom a temporary measure or award is ordered may, upon receiving a written approval from the Arbitral Tribunal, request the Competent Judge to enforce, fully or partially, the temporary measure or award so ordered.

A copy of any request for such enforcement obtained hereunder shall be served to the other Parties. Unless the measure or the award so ordered violates the law or public order, the Competent Judge shall order the enforcement thereof.

4. The Party requesting the temporary measure or award shall pay the costs and compensation for any damages that may result from temporary measure or award to any Party should the Arbitral Tribunal decide later that such temporary measure or award should have not been ordered under the relevant circumstances. The Arbitral Tribunal may charge the costs and compensation to that requesting Party at any time during the Arbitration proceedings.

Chapter 4

Arbitration Proceedings

Article 18

The Arbitral Tribunal shall be impartial and shall treat the parties equally, and shall provide each Party with a complete and equal opportunity to present and put forward the claims, arguments and defences of such Party.

The Arbitral Tribunal shall also avoid any delays and unnecessary expenses to ensure a fair and swift means of resolution.

Article 19

1. Subject to the provisions of this Law, the Parties may agree to Arbitration

proceedings, including evidence rules, that shall be adopted by the Arbitral Tribunal. Moreover, the Parties may subject Arbitration proceedings to the applicable rules of any Arbitration institution or center either inside or outside the State of Qatar.

2. Subject to the provisions of this Law, the Arbitral Tribunal may, unless the Parties have an agreement regarding the Arbitration proceedings in accordance with Article 19.1 above, implement the proceedings deemed appropriate thereby, including the Arbitral Tribunal's power to accept evidence and evaluate the relevancy, importance and viability of the evidence.

Article 20

1. The Parties may agree to the seat of Arbitration being inside or outside the State of Qatar. Where no such agreement exists, the Arbitral Tribunal shall determine the seat of Arbitration provided that due attention shall be paid to the circumstances of the dispute and how convenient such seat is to the Parties.
2. The above Article 20.1 shall not prejudice the authority of the Arbitral Tribunal to meet anywhere else, unless the Parties otherwise agree, as deemed appropriate to conduct an Arbitration proceeding, including, but not limited to, hearing the Parties, witnesses and / or experts, considering documents, investigating things or property, or conducting deliberations by and between the members of the Arbitral Tribunal.

Article 21

Unless the Parties otherwise agree, Arbitration proceedings shall commence on the day on which the Respondent receives the request for referral of the dispute to Arbitration.

Article 22

1. Unless the agreement concluded by the Parties or the decision determining the language of the Arbitration provides otherwise, the Parties may agree to the language or the languages of the Arbitration proceedings. Should the Parties fail to reach such agreement, the Arbitral Tribunal shall decide the language or the languages to be used. The agreement so reached or the decision so made shall apply to the written as well as oral statements, pleadings and briefs to be presented by any Party and to any decision to be taken, notice to be served, or award to be handed down by the Arbitral Tribunal.
2. The Arbitral Tribunal may order that a translation into the Arbitration language or languages be provide with each instrument or certain

instruments. Where more than one Arbitration language is used, translation may be restricted to certain languages.

Article 23

1. The Applicant shall, within the period agreed to by and between the Parties or by the time set by the Arbitral Tribunal, submit a written pleading including the Applicant's name and address and the facts of the case, the disputed matters, and the requests.
2. The Respondent shall, within the period agreed to by and between the Parties or by the time set by the Arbitral Tribunal, submit a written defense pleading to answer the submissions of the Applicant. The Respondent may enclose with the Respondent's written answer any requested relief related to the subject matter of the dispute including any offsetting claims.
3. The Parties may agree to the details to be included with the pleadings referred to in Article 23.1 and Article 23.2 above.
4. Without prejudice to the Arbitral Tribunal's right to require the Parties to present documents at any stage of the Arbitration, the Parties may include with their pleadings all relevant documents, and may further refer to the documents and other evidence the Parties intend to submit.
5. Unless the Parties otherwise agree, each Party may amend or add to their requests or arguments during the Arbitration proceedings save where the Arbitral Tribunal decides to decline any such amendments or additions to avoid hindering resolution of the dispute.

Article 24

1. The Arbitral Tribunal shall hold hearings to allow the Parties to expound on the subject matter of the case and present their respective arguments, evidence and claims, unless the Arbitral Tribunal deems it sufficient to submit only written briefs and documents or the Parties otherwise agree.
2. The Arbitral Tribunal shall hear witnesses and experts without requiring they do so under oath.
3. Unless the Parties agree to specific timings for serving notices, the Arbitral Tribunal shall notify the Parties of the times and dates of the hearings, testimonies, inspections or document examinations. Any notices so served shall be as much in advance of the times and dates of the events as is deemed sufficient by the Arbitral Tribunal.
4. Unless the Parties otherwise agree, the hearings, meetings and inspections

conducted by the Arbitral Tribunal shall be committed to written records a copy of which shall be delivered to each Party. In addition to written records, such hearings, meetings and inspections may be recorded by other suitable means pursuant to the procedures determined by the Arbitral Tribunal or agreed to by the Parties.

5. A copy of any submissions made by a Party to the Arbitral Tribunal, be it a brief, an instrument or any other document, shall be served to the other Party. Each Party shall receive a copy of any submission, including accepted expert reports, documents and other evidence presented to the Arbitral Tribunal.
6. Each Party may engage one or more attorneys at law to represent them, and may use experts or translators as well. The Arbitral Tribunal may, at any time, request any Party to present any proof of the legal capacity of its representative pursuant to applicable legal requirements or as required by the Arbitral Tribunal.

Article 25

Unless the Parties otherwise agree:

1. The Arbitral Tribunal shall terminate the Arbitration proceedings if the Applicant fails to submit the pleading pursuant to Article 23.1 of this Law, unless the Applicant provides an acceptable excuse.
2. The Arbitral Tribunal shall continue with the Arbitration proceedings if the Respondent fails to submit the defense pleading pursuant to Article 23.2 of this Law. However, such failure shall not be deemed an acceptance by the Respondent of the Applicant's claims.
3. The Arbitral Tribunal may continue with the Arbitration proceedings and resolve the dispute based on the evidence presented and the evidence factors available to it where a Party fails to attend a hearing or to provide the evidence, documents and / or information required from it.

Article 26

1. Unless the Parties otherwise agree, the Arbitral Tribunal may:
 - A. Appoint one or more experts to provide the Arbitral Tribunal with a report, whether written or oral, on certain matters specified by the Arbitral Tribunal, provided that the decision to make such appointment shall be notified to each Party along with the mandate assigned to the expert and the deadline for the report.

- B. Require any Party to provide the expert with any information relating to the dispute in question, or to allow the expert to access and / or view any documents relating to the subject matter and inspect things or property.
2. The Arbitral Tribunal shall serve a copy of the expert's report to each Party, and shall permit the Parties to state their opinion regarding the same. Each Party shall have the right to access the instruments and documents inspected and used by the expert in the expert's report.
 3. Upon submitting the expert's report, the Arbitral Tribunal may, whether acting on its own discretion or upon a request by a Party, hold a hearing to hear the expert. In such a hearing, the Parties shall be allowed to appear and examine the content of the expert's report with the expert. For purposes of any such hearing, and unless the Parties otherwise agree, each Party may use one or more experts of their own to deliver their opinions on the matters covered by the report.
 4. The fees and expenses of the expert appointed by the Arbitral Tribunal shall be paid by the Parties pursuant to the decision of the Arbitral Tribunal in that respect.
 5. The Arbitral Tribunal shall decide on each dispute arising between the expert and any Party in that respect.

Article 27

1. Upon approval by the Arbitral Tribunal, the Arbitral Tribunal or any Party may request the Competent Court for assistance obtaining evidence related to the subject matter of the dispute, including technical expertise and / or examination of evidence. Where the Arbitral Tribunal deems the assistance so requested necessary for swift settlement of the subject matter of the dispute, the Arbitral Tribunal may halt the Arbitration proceedings pending receipt of such assistance. Where the Arbitral Tribunal so orders a halt to the Arbitration proceedings, the deadline set for handing down the Arbitral award shall no longer be applicable.
2. The Competent Court may, within the limits of its jurisdiction, enforce the request for assistance in accordance with the applicable rules of obtaining evidence, including the delivery of an order for purposes of judicial summoning or sentencing non-appearing or non-responding witnesses to the appropriate penalties and punishments provided for under Articles 278 and 279 of the Civil and Commercial Procedures Law referred to hereinabove.

Chapter 5

Arbitral Awards and Conclusion of Proceedings

Article 28

1. The Arbitral Tribunal shall decide on the disputes brought to it in accordance with the legal rules agreed to by the Parties. Where the Parties agree to apply the law or the legal system of a given state, and unless the Parties otherwise agree, the substantive rules of such law or legal system shall be followed, except those rules governing conflicts of laws.
2. Should the Parties fail to agree on the applicable legal rules, the Arbitral Tribunal shall apply the law provided for in the rules on conflicts of laws.
3. The Arbitral Tribunal shall decide the dispute in accordance with principles of justice and equity, without being restricted by the provisions of this Law, only if this is expressly agreed to by the Parties.
4. In all cases, the Arbitral Tribunal shall decide on the disputes brought to it pursuant to the provisions of the contract in question, while observing applicable commercial customs and traditions.

Article 29

Unless the Parties otherwise agree, the decisions, orders and awards handed down by an Arbitral Tribunal with more than one arbitrator shall be delivered by the majority of arbitrators following due deliberations as determined by the Arbitral Tribunal. However, for purposes of procedural matters, decisions can be delivered by the arbitrator presiding over the Arbitral Tribunal provided that such presiding arbitrator is so authorized either by the Parties or by all members of the Arbitral Tribunal.

Article 30

1. Should the Parties agree during the Arbitration proceedings to settle their dispute on their own, the Arbitral Tribunal shall thereupon terminate the Arbitration proceedings. If the Parties request the Arbitral Tribunal to attest the settlement so reached and the underlying terms and conditions thereof, the Arbitral Tribunal shall, if no objection is raised thereby against such settlement, attest the settlement in the form of an arbitral award by consent.
2. The provisions on arbitral awards, as provided for in the following Article, shall apply to arbitral awards by consent. An arbitral award by consent shall state that it stands as an arbitral award, and shall have the same capacity, effectiveness and executive force as an arbitral awards.

Article 31

1. Arbitral awards shall be delivered in writing signed by the delivering arbitrator or arbitrators. In case of Arbitral Tribunals with more than one arbitrator, signatures of the majority of the arbitrators shall be sufficient provided that the reasons for the lack of the signature of any non-signing arbitrator shall be stated in the arbitral award.
2. Arbitral awards shall be reasoned unless the Parties otherwise agree, or the legal rules applicable to the Arbitration proceedings do not require the provision of reasons and grounds, or the arbitral award is by consent pursuant to the previous Article of this Law.
3. Arbitral awards shall state the names and addresses of the Parties and well as the names, addresses, nationalities and capacities of the arbitrators. Any arbitral award shall also include a copy of the underlying Arbitration Agreement, the date of issuance of the arbitral award and the seat of Arbitration pursuant to the provisions of Article 20.1 of this Law. The arbitral award shall be considered issued in the said seat of Arbitration. Moreover, arbitral awards shall provide a brief accounting of the claims, statements, arguments and documents of each Party, in addition to the conclusion and, where applicable, the grounds thereof.
4. Unless the Parties otherwise agree, arbitral awards shall state the costs of Arbitration in terms of fees and expenses, the Party to whom such costs are charged and the payment procedure.
5. The Arbitral Tribunal shall issue the final award within the time period agreed to by the Parties. If no such time period is agreed to, the arbitral award shall be issued within one (1) month from the date of the closing hearing. In all cases, the Arbitral Tribunal may extend such period for another one (1) month at the latest, unless the Parties otherwise agree.
6. Acting upon its own discretion or upon a request by a Party, the Arbitral Tribunal may, where it deems fit, allow further hearings and pleadings after the closing date and before handing down the arbitral award.
7. If, in the course of the Arbitration proceedings, a matter is brought to the Arbitral Tribunal beyond the Arbitral Tribunal's jurisdiction, or if a question regarding a potentially forged document submitted thereto arises or becomes the subject of a criminal act or any other criminal action, the Arbitral Tribunal may continue considering and hearing the subject matter of the dispute if the Arbitral Tribunal deems that deciding on such matter, potential forgery or criminal move / action is not necessary for resolving the

subject matter of the arbitral dispute. However, the Arbitral Tribunal shall, if such a decision is proven necessary, halt the proceedings pending a final decision on the matter, potential forgery or criminal move / action. Any such halt in the proceedings shall put on hold the lapsing of the time period determined for rendering the award.

8. Once the arbitral award is issued, a copy thereof signed by the arbitrators pursuant to Article 31.1 above shall be served within fifteen (15) days from the date of handing down to each Party. The arbitral award shall not be published, either wholly or partially, except with the consent of both Parties.
9. Arbitration proceedings shall end upon issuance of the final award or by a decision of the Arbitral Tribunal in the following cases:
 - A. If the Parties agree to bringing the proceedings to an end.
 - B. If the Applicant drops the dispute, unless the Arbitral Tribunal decides, upon the Respondent's request, that the Respondent has serious and legitimate interest in the continuity of the proceedings up to determination on the dispute.
 - C. If the Arbitral Tribunal concludes that continuing the proceedings is unfeasible or impossible for any other reason.
10. Subject to Articles 32 and 33.5 of this Law, the jurisdiction of the Arbitral Tribunal shall end upon the ending of the Arbitration proceedings.
11. The Arbitral Tribunal shall serve to the Arbitration administrative unit with the Ministry an electronic copy of the arbitral award or the final decision, as applicable, within two (2) weeks from issuance.

Article 32

1. Unless the Parties otherwise agree, any Party may within seven (7) days from receiving the arbitral award or any other period agreed to by the Parties and provided that the other Parties are duly notified, request the Arbitral Tribunal to:
 - A. Set right any calculation and / or typographical error or mistake in the arbitral award; and / or
 - B. If the Parties so agree, explain a given point of the arbitral award or a part thereof.

If the Arbitral Tribunal determines any such request is justified, the Arbitral Tribunal shall, within seven (7) days from the date of receiving the request, introduce the correction(s) and / or provide the necessary explanation in writing. Any resulting correction or explanation shall be part of the final arbitral award.

2. Within seven (7) days from the date of issuance of the arbitral award, the Arbitral Tribunal may, provided that a prior notice is served to the Parties, proceed on its own discretion with making any of the corrections referred to under Article 32.1 above.
3. Unless the Parties otherwise agree, any Party may, provided that a prior notice is served to the other Parties, request the Arbitral Tribunal within seven (7) days from the date of receiving the arbitral award, to issue a supplemental arbitral award in respect of claims that were prayed for in the course of the Arbitration proceedings but were disregarded by the arbitral award. If the Arbitral Tribunal upholds any such request, the Arbitral Tribunal shall issue the supplemental arbitral award within seven (7) days from the date of receiving the request.
4. The Arbitral Tribunal may, where necessary, extend the period wherein the Arbitral Tribunal is required to make the necessary corrections, explanation and / or issue the supplemental arbitral award for a similar period.
5. Any correction so introduced shall be incorporated into the original arbitral award and signed by the Arbitral Tribunal. The provisions applicable to arbitral awards, as provided for under Article 31 of this Law, shall apply as well to the interpretation of arbitral awards and to supplemental arbitral awards. Any such correction thereof shall be notified to the Parties.
6. If it is proven impossible for the Arbitral Tribunal which issued the arbitral award to come to session for purposes of the correction, explanation or interpretation of the arbitral award or for purposes of deciding on the disregarded claims, such a situation shall be referred to the Competent Court unless the Parties otherwise agree.

Chapter 6

Challenging Arbitral Awards

Article 33

1. Arbitral awards may be challenged only by a request for annulment in accordance with the provisions of this Law before the Competent Court.

2. An application for annulment of an arbitral award shall be admitted only if the applicant provides a proof of any of the following:
 - A. A party to the Arbitration Agreement was, at the time of conclusion, lacking the necessary legal eligibility or capacity under the law agreed to by the Parties as the applicable law or under this Law, unless the Parties otherwise agree.
 - B. The applicant for annulling the award was not duly notified of appointing an arbitrator or of the Arbitration proceedings, or the applicant failed to submit a defense for any reasons falling beyond such applicant's control.
 - C. The arbitral award has decided matters not covered by, or has gone beyond the limits of, the Arbitration Agreement. However, if parts of the arbitral award relate to matters covered by the Arbitration Agreement and are separable from those not so covered, the annulment shall be effective only with respect to the parts not so covered.
 - D. The composition of the Arbitral Tribunal, the appointment of arbitrators or the Arbitration proceedings have not occurred in accordance with what the Parties agreed to, unless such agreement is in conflict with any provision of this Law, or, in case there is no such agreement of the Parties, where the proceedings were carried out in violation of this Law.
3. The Competent Court, on its own discretion, shall annul an arbitral award where the subject matter of the dispute is, pursuant to the laws of the State of Qatar, not arbitrable, or where the arbitral award involves a violation of the public order of the State of Qatar.
4. Unless the Parties agree in writing to extend the deadline set for filing the application for annulment of the award, such application shall be filed before the Competent Court within one (1) month from the date of delivery of a copy of the arbitral award to the Parties, from the date of summoning the applicant for annulment of the arbitral award, or from the date of issuance of the correction, explanation / interpretation or supplemental award as provided for under Article 32 of this Law.
5. Unless the Parties otherwise agree, the Competent Court may, for the period to be determined thereby, suspend reviewing the application for annulment, upon the request of any Party, where the Competent Court deems such request appropriate, in order to allow the Arbitral Tribunal the opportunity to complete the Arbitration proceedings, to take any other measure deemed sufficient by the Arbitral Tribunal to eliminate the

grounds for annulment.

6. The Competent Court's ruling shall be final and not subject to appeal by any means of appeal.

Chapter 7

Recognition and Enforcement of Arbitral Awards

Article 34

1. Arbitral awards shall have the power of judicial rulings, and shall be enforceable pursuant to the provisions of this Law regardless of the State where arbitral awards are handed down.
2. Unless the Parties agree to an alternative way of enforcement, an application for enforcement of the arbitral award shall be brought to the Competent Judge, and shall be accompanied by a copy of the Arbitration Agreement, the original copy of the arbitral award or a signed copy thereof in the language of issuance, and a certified Arabic translation of the arbitral award in case of a non-Arabic arbitral award.
3. The application for enforcement of the arbitral award shall be admitted only after the expiration of the time for filing an application for annulment of the award.

Article 35

Recognition of arbitral awards shall not be declined, nor shall the enforcement thereof be refused, regardless of the State of issuance save in the following two cases:

1. Upon request of the Party against whom the enforcement is sought, should that Party present to the Competent Judge, to whom the recognition or enforcement application is presented, proof of any of the following:
 - A. A party to the Arbitration Agreement was, at the time of conclusion, under some incapacity, or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereof, under the law of the country where the award was made.
 - B. The Party against whom the enforcement is sought was not duly notified of appointing an arbitrator or of the Arbitration proceedings, or failed to submit a defense for any reasons falling beyond such Party's control.
 - C. The arbitral award has decided on matters not covered by, or gone

beyond the limits of, the Arbitration Agreement. However, if parts of the arbitral award relate to matters covered by the Arbitration Agreement and are separable from those not so covered, recognition and / or enforcement may be effective only with respect to the parts not so covered.

- D. The formation of the Arbitral Tribunal, the appointment of arbitrators or the Arbitration proceedings have violated the applicable law or what the Parties agreed to, or, in the case of no such agreement of the Parties, where any of the above has involved any violation of the applicable laws of the State where the seat of the Arbitration is located.
 - E. The arbitral award is no longer binding on the Parties, invalidated or stayed by virtue of an order by a court in the State where the seat of the Arbitration is located or pursuant to the laws thereof.
2. The Competent Judge may, acting on his own discretion, refuse to recognize or enforce an arbitral award in the following cases:
- A. If the subject matter of the dispute is not arbitrable under the laws of the State of Qatar; and / or
 - B. If such recognition and / or enforcement violates the public order of the State of Qatar.

If the Competent Judge concludes that the arbitral award, for which the recognition or enforcement is sought, is appealed before a court of law in the State where the seat of the Arbitration is located, the Competent Judge may thereupon decide to halt the enforcement as deemed appropriate thereby. Further, the Competent Judge may, upon the request of the Party seeking recognition / enforcement, order the other Party to provide a guarantee deemed appropriate.

3. A ruling ordering enforcement or determining non-enforcement of an arbitral award may be appealed before the Competent Court within thirty (30) days from the date of issuance of the ruling.

Chapter 8

Arbitration Centers and Approval of Arbitrators

Article 36

The Minister shall issue a decision setting forth the requirements to license the

establishment of Arbitration Centers or branches of foreign Arbitration Centers in the State of Qatar. The same decision shall provide for the terms and conditions of obtaining and / or revoking such licenses, and the applicable fees.

Article 37

The Ministry shall maintain a record of arbitrators who shall be approved by a decision by the Minister. The Minister shall also issue a decree to set forth the procedures and requirements of approving, listing and delisting of arbitrators, and the applicable fees in that respect.

Article 38

The existing Arbitration Centers at the time this Law comes into force shall, within six (6) months, comply with the provisions of this Law and the relevant decrees.

A decree issued by the Council of Ministers, upon a proposal by the Minister, may extend the said period for one or more similar periods.

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