

# Translation of

the Arbitration Law in  
Civil and Commercial  
Matters No. 27 of 1994

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ترجمة قانون التحكيم في  
المواد المدنية والتجارية  
رقم ٢٧ لسنة ١٩٩٤

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29 April 2026

  
ANDERSEN

**Law No. 27 of 1994, Concerning the Issuance of the Arbitration Law in  
Civil and Commercial Matters**

In the name of the people: President of the republic

The House of Representatives has enacted the following law, which we hereby  
promulgate:

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**Preamble**

The People's Assembly has decided the following law, and we have issued it:

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**Article (1):**

This law shall apply to all arbitrations that are ongoing at the time of its enforcement or that begin after its enforcement, even if they are based on an arbitration agreement concluded prior to the enactment of this law.

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**Article (2):**

The Minister of Justice shall issue the necessary decisions to implement the provisions of this law. He shall also establish a list of arbitrators from whom selections will be made in accordance with the provisions of Article (17) of this law.

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**Article (3):**

Articles 501 to 513 of Law No. 13 of 1968, concerning the Issuance of the Civil and Commercial Code of Procedure, are hereby repealed, as well as any provisions contrary to the provisions of this law.



**Article (4):**

This law shall be published in the Official Gazette and shall come into force one month from the day following the date of its publication.

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**Part One: General Provisions**

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**Article (1):**

Without prejudice to the provisions of the applicable international agreements in the Arab Republic of Egypt, the provisions of this law shall apply to all arbitrations between parties of public or private law, regardless of the nature of the legal relationship that the dispute concerns, if such arbitration is conducted in Egypt, or if it is an international commercial arbitration conducted abroad and the parties agree to subject it to the provisions of this law.

As for administrative contract disputes, the agreement to arbitrate must be approved by the competent minister or the authority responsible for public legal entities, and delegation is not permitted in this regard.

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**Article (2):**

Arbitration shall be considered commercial under this law if the dispute arises from a legal relationship of an economic nature, whether contractual or non-contractual. This includes, for example, contracts related to the supply of goods or services, commercial agencies, construction contracts, engineering or technical expertise, industrial and tourism licenses, technology transfer, investment contracts, banking operations, insurance, transportation, natural resources exploration, energy supply, gas or oil pipeline installation, road and tunnel construction, agricultural land reclamation, environmental protection, and nuclear reactor construction.

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**Article (3):**

Arbitration shall be considered international under this law if it involves a dispute related to international trade, in the following cases:

**First:** If the principal place of business of each of the arbitration parties is located in different countries at the time of the conclusion of the arbitration agreement. If one of the parties has several places of business, the center most connected to the subject of the arbitration agreement shall be taken into account. If neither party has a place of business, the habitual residence of the party shall be considered.

**Second:** If the arbitration parties agree to resort to a permanent arbitration organization or arbitration center located either inside or outside the Arab Republic of Egypt.

**Third:** If the subject matter of the dispute covered by the arbitration agreement is connected to more than one country.

**Fourth:** If the principal place of business of each party is located in the same country at the time of the conclusion of the arbitration agreement, and one of the following places is located outside that country:

- The place of arbitration as determined by the arbitration agreement or as indicated in the method for its determination.
- The place where a substantial part of the obligations arising from the commercial relationship between the parties is performed.
- The place most connected to the subject matter of the dispute.

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**Article (4):**

The term "arbitration" in this law refers to the arbitration agreed upon by the parties to the dispute through their free will, whether the body conducting the arbitration procedures, based on the agreement of the parties, is an organization or a permanent arbitration center, or otherwise.

The term "arbitral tribunal" refers to the body formed by one or more arbitrators to decide the dispute referred to arbitration. The term "court" refers to the court within the judicial system of the state.



The term "arbitration parties" in this law refers to the parties in arbitration, even if there are multiple parties.

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**Article (5):**

In cases where this law allows the parties to arbitration to choose the procedure to be followed on a particular issue, it includes their right to authorize others to choose this procedure. In this context, "others" refers to any arbitration organization or center in Egypt or abroad.

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**Article (6):**

If the arbitration parties agree to subject their legal relationship to the provisions of a model contract, international agreement, or any other document, the provisions of this document shall apply, including any specific provisions related to arbitration.

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**Article (7):**

Unless there is a specific agreement between the arbitration parties, any message or notice must be delivered personally to the recipient or at their workplace, habitual residence, or postal address known to both parties, or as specified in the arbitration agreement or the document governing the relationship subject to arbitration.

If one of these addresses cannot be found after necessary inquiries, the delivery is deemed valid if the notice is sent by registered mail to the last known workplace, habitual residence, or postal address of the recipient.

The provisions of this article do not apply to judicial notices before courts.

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**Article (8):**

If one of the parties to the dispute continues with the arbitration procedures while knowing that a condition in the arbitration agreement or a provision of this law, which could be agreed to be waived, has been violated, and does not raise an objection to this violation within the agreed time frame or within a reasonable time if no time frame is agreed upon, it shall be deemed that the party has waived their right to object.

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**Article (9):**

The jurisdiction to consider arbitration matters referred to by this law to the Egyptian judiciary shall lie with the court originally competent to hear the dispute. However, if the arbitration is international commercial arbitration, whether conducted in Egypt or abroad, the jurisdiction shall be with the Cairo Court of Appeal unless the parties agree to refer the matter to another Court of Appeal in Egypt.

The court with jurisdiction under the previous paragraph shall maintain its jurisdiction until all arbitration procedures are concluded.

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**Part Two: Arbitration Agreement**

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**Article (10):**

An arbitration agreement is the agreement of the parties to resort to arbitration to settle all or some of the disputes that have arisen or may arise between them concerning a specific legal relationship, whether contractual or non-contractual.

The arbitration agreement may precede the dispute, whether it exists independently or is included in a specific contract concerning all or some of the disputes that may arise between the parties. In this case, the subject matter of the dispute must be specified in the statement of claim referred to in the first paragraph of Article (30) of this law. The arbitration agreement may also be made after the dispute has arisen, even if a lawsuit has been filed in relation to it before a judicial authority. In this case, the agreement must specify the issues covered by arbitration, otherwise, the agreement will be invalid.



Any reference in a contract to a document that includes an arbitration clause shall be considered an arbitration agreement, provided that the reference clearly considers this clause as part of the contract.

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**Article (11):**

Arbitration may only be agreed upon by a natural or legal person who has the capacity to dispose of their rights, and arbitration is not permissible in matters where reconciliation is not allowed.

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**Article (12):**

The arbitration agreement must be in writing, otherwise, it shall be void. An arbitration agreement is considered in writing if it is contained in a document signed by both parties or in the messages, telegrams, or other forms of written communication exchanged between the parties.

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**Article (13):**

If a dispute arises regarding an arbitration agreement, the court to which the dispute is referred must rule on the non-acceptance of the lawsuit if the defendant raises this objection before making any request or defense in the case.

The filing of the lawsuit referred to in the previous paragraph does not prevent the commencement or continuation of the arbitration procedures or the issuance of an arbitral award.

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**Article (14):**

The court referred to in Article (9) of this law may, upon the request of one of the parties to arbitration, order temporary or precautionary measures, whether before the commencement of the arbitration proceedings or during their course.

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**Article (15):**

The arbitral tribunal shall be formed by the agreement of the parties from one or more arbitrators, and if the parties do not agree on the number of arbitrators, the number shall be three.

If there are multiple arbitrators, their number must be odd, otherwise, the arbitration will be invalid.

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**Article (16):**

An arbitrator cannot be a minor, legally incapacitated, or deprived of their civil rights due to a conviction for a felony or misdemeanor that affects honor or due to bankruptcy unless their rights have been restored.

An arbitrator is not required to be of a specific gender or nationality unless the arbitration parties agree otherwise or the law stipulates otherwise.

The acceptance of an arbitrator to perform their duty must be in writing, and they must disclose any circumstances that could raise doubts about their independence or impartiality when accepting the role.

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**Article (17):**

The arbitration parties may agree on the selection of arbitrators and the manner and time for their selection. If they do not agree, the following procedures apply:

- If the arbitral tribunal consists of a single arbitrator, the court referred to in Article (9) of this law shall choose the arbitrator at the request of one of the parties.
- If the arbitral tribunal consists of three arbitrators, each party shall choose one arbitrator, and the two appointed arbitrators shall agree on the selection of the third arbitrator. If one party does not appoint its arbitrator within thirty days of receiving a request from the other party, or if the two appointed arbitrators do not agree on the selection of the third arbitrator within thirty days from the appointment of the last arbitrator, the court referred to in Article (9) of this law shall choose the third arbitrator at the request of one of the parties. The arbitrator chosen by the two appointed arbitrators or by the court will preside over the arbitral tribunal. These rules also apply if the arbitral tribunal is formed by more than three arbitrators.
- If one of the parties violates the procedures agreed upon for selecting the arbitrators, or if the two appointed arbitrators fail to agree on any matter that requires their agreement, or if another party fails to perform what has been entrusted to them, the court referred to in Article (9) of this law, at the request of one of the parties, will carry out the required procedure or action, unless the agreement specifies another method to complete this procedure or action.
- The court shall consider the conditions required by this law and those agreed upon by the parties when selecting an arbitrator, and shall promptly issue its decision on the selection. Without prejudice to the provisions of Articles 18 and 19 of this law, this decision shall not be subject to appeal in any manner.

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**Article (18):**

An arbitrator may only be challenged if circumstances exist that raise serious doubts about their impartiality or independence.

Neither party to the arbitration may challenge the arbitrator they appointed or participated in appointing, except for a reason discovered after the appointment.



#### Article (19):

A request for the challenge of an arbitrator must be submitted in writing to the arbitral tribunal, specifying the grounds for the challenge, within fifteen days from the date the requesting party becomes aware of the formation of the tribunal or the circumstances justifying the challenge.

If the challenged arbitrator does not step down within fifteen days from the date the request is submitted, the matter shall be referred to the court mentioned in Article (9) of this law, which will decide the matter with an irrevocable judgment.

A request for the challenge of an arbitrator shall not be accepted if the same party has previously submitted a challenge for the same arbitrator in the same arbitration.

The submission of a challenge request shall not suspend the arbitration proceedings. If the arbitrator is removed, any actions taken in the arbitration proceedings, including the arbitral award, shall be considered as if they never occurred.

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#### Article (20):

If an arbitrator is unable to perform their duties, fails to perform them, or stops performing them in a manner that causes unjustified delays in the arbitration proceedings and does not step down, and the parties have not agreed on their removal, the court referred to in Article (9) of this law may, upon the request of either party, order the termination of the arbitrator's duties.

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#### Article (21):

If the arbitrator's duty ends due to removal, resignation, disqualification, or any other reason, a replacement must be appointed in accordance with the procedures followed for the selection of the arbitrator whose duty has ended.

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**Article (22):**

The arbitral tribunal shall decide on objections related to its jurisdiction, including objections based on the non-existence, invalidity, or non-applicability of the arbitration agreement to the subject matter of the dispute.

These objections must be raised within the time limit specified for the defendant's defense, as stated in paragraph two of Article (30) of this law. The right to raise such objections is not lost by one of the arbitration parties appointing or participating in the appointment of an arbitrator.

However, objections to the non-applicability of the arbitration agreement to matters raised by the other party during the dispute must be raised immediately, or the right to raise them will be forfeited. In all cases, the arbitral tribunal may accept a delayed objection if it deems the delay to be for a valid reason.

The arbitral tribunal shall decide on the objections mentioned in the first paragraph of this article before deciding on the substance of the dispute, or it may combine the objection with the merits to decide them together. If the objection is rejected, it may only be raised through a lawsuit for annulment of the arbitral award terminating the entire dispute, in accordance with Article (53) of this law.

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**Article (23):**

The arbitration clause is considered an independent agreement from the other terms of the contract. The invalidity, cancellation, or termination of the contract shall not affect the arbitration clause contained therein, provided the clause is valid in itself.

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**Article (24):**

The arbitration parties may agree that the arbitral tribunal, upon the request of either party, may order temporary or precautionary measures as deemed necessary by the nature of the dispute and may require the submission of sufficient security to cover the expenses of the ordered measure.



If the party ordered to implement the measure fails to do so, the arbitral tribunal may, upon the request of the other party, authorize that party to take the necessary steps to enforce the measure, without prejudice to the right of that party to request the president of the court referred to in Article (9) of this law to order its enforcement.

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#### Part Four: Arbitration Procedures

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##### Article (25):

The arbitration parties may agree on the procedures to be followed by the arbitral tribunal, including their right to subject these procedures to the rules in force at any arbitration organization or center, whether inside or outside the Arab Republic of Egypt. If no such agreement exists, the arbitral tribunal, while considering the provisions of this law, may choose the arbitration procedures it deems appropriate.

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##### Article (26):

The arbitration parties shall be treated equally, and each party shall be given a fair and full opportunity to present their case.

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##### Article (27):

The arbitration proceedings shall begin on the day the defendant receives the request for arbitration from the claimant, unless the parties agree on a different date.

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**Article (28):**

The arbitration parties may agree on the place of arbitration, either in Egypt or abroad. If no agreement exists, the arbitral tribunal shall determine the place of arbitration, considering the circumstances of the case and the suitability of the place for the parties. This does not affect the arbitral tribunal's authority to meet anywhere it deems appropriate to conduct any of the arbitration procedures, such as hearing the parties, witnesses, or experts, reviewing documents, inspecting goods or property, or holding deliberations among its members, or other related matters.

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**Article (29):**

The arbitration shall be conducted in Arabic, unless the parties agree, or the arbitral tribunal determines otherwise, to use one or more other languages. This agreement or decision shall apply to written statements, memoranda, oral pleadings, and any decision, message, or award issued by the tribunal unless the parties' agreement or the arbitral tribunal's decision specifies otherwise.

The arbitral tribunal may decide that all or some of the written documents submitted in the case must be accompanied by translations into the language or languages used in the arbitration. If there are multiple languages, the translation may be limited to some of them.

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**Article (30):**

The claimant shall, within the time agreed upon between the parties or set by the arbitral tribunal, send to the defendant and each arbitrator a written statement of claim that includes the claimant's name and address, the defendant's name and address, a description of the facts of the case, identification of the issues in dispute, the claimant's requests, and any other matters required by the parties' agreement to be mentioned in the statement.

The defendant shall, within the time agreed upon between the parties or set by the arbitral tribunal, send the claimant and each arbitrator a written memorandum of defense in response to the statement of claim. The defendant may include in the memorandum any counterclaims related to the subject matter of the dispute or assert any rights arising from the dispute, including objections based on set-off. The defendant may do so even at a later stage of the proceedings if the arbitral tribunal finds that the delay is justified by the circumstances.



Either party may attach copies of the documents they rely on to their statement of claim or defense, as applicable, and refer to all or some of the documents and evidence they intend to present. This does not affect the right of the arbitral tribunal, at any stage of the proceedings, to request the submission of the original documents or evidence relied upon by either party.

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**Article (31):**

A copy of any memorandum, document, or other papers submitted by one of the parties to the arbitral tribunal shall be sent to the other party. Additionally, a copy of all expert reports, documents, and other evidence submitted to the tribunal shall be sent to both parties.

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**Article (32):**

Each party to the arbitration may modify their claims or defenses or supplement them during the arbitration proceedings, unless the arbitral tribunal decides not to accept such modifications in order to prevent delaying the resolution of the dispute.

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**Article (33):**

The arbitral tribunal shall hold hearing sessions to allow each party to present the subject of the dispute and offer their arguments and evidence. The tribunal may decide to rely solely on written memoranda and documents unless the parties agree otherwise.

The parties shall be notified of the dates of the sessions and meetings scheduled by the arbitral tribunal sufficiently in advance, as determined by the tribunal based on the circumstances.

A summary of the facts of each session held by the arbitral tribunal shall be recorded in a report, and a copy of this report shall be provided to both parties unless they agree otherwise.

Witnesses and experts shall testify without taking an oath.

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**Article (34):**

If the claimant fails to submit a written statement of their claim without a valid excuse, as required in the first paragraph of Article (30), the arbitral tribunal must order the termination of the arbitration proceedings unless the parties agree otherwise.

If the defendant fails to submit a memorandum of defense as required in the second paragraph of Article (30) of this law, the arbitral tribunal shall continue with the arbitration proceedings, and this shall not, in itself, be considered an admission of the claimant's claim by the defendant, unless the parties agree otherwise.

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**Article (35):**

If either party fails to attend a session or submit the required documents, the arbitral tribunal may continue the arbitration proceedings and issue an award based on the evidence available before it.

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**Article (36):**

The arbitral tribunal may appoint one or more experts to provide a written or oral report on specific issues determined by the tribunal. A copy of the tribunal's decision specifying the task assigned to the expert shall be sent to both parties.

Each party must provide the expert with information related to the dispute and allow the expert to inspect and examine any documents, goods, or other property relevant to the dispute. The arbitral tribunal shall decide any dispute that arises between the expert and either party in this regard.

The arbitral tribunal shall send a copy of the expert's report to both parties as soon as it is deposited, allowing them the opportunity to comment on it. Both parties have the right to examine the documents that the expert relied upon in their report.

After the expert's report is submitted, the arbitral tribunal may, on its own initiative or at the request of one of the parties, schedule a session to hear the expert's statement, providing both parties the opportunity to question and discuss the contents of the report. Either party may present one or more experts to comment on the issues addressed in the expert's report unless the parties agree otherwise.



#### Article (37):

The president of the court referred to in Article (9) of this law shall have the jurisdiction, upon the request of the arbitral tribunal, to:

- Order sanctions against any witnesses who fail to attend or refuse to answer, as prescribed in Articles 78 and 80 of the Evidence Law in Civil and Commercial Matters.
  - Issue a judicial subpoena order.
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#### Article (38):

The arbitration proceedings shall be suspended in the cases and under the conditions provided for in the Civil and Commercial Procedure Law. The suspension of the proceedings shall result in the legal consequences provided for in the aforementioned law.

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### Part Five: Arbitral Award and Termination of Proceedings

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#### Article (39):

The arbitral tribunal shall apply the rules agreed upon by the parties to the subject matter of the dispute. If the parties agree to apply the law of a specific country, the substantive rules of that law shall apply, excluding the rules concerning conflicts of laws, unless agreed otherwise.

If the parties do not agree on the applicable legal rules for the subject matter of the dispute, the arbitral tribunal shall apply the substantive rules of the law it deems most connected to the dispute.

The arbitral tribunal must take into account the terms of the contract under dispute and the customary practices in the type of transaction involved when deciding the dispute.

The arbitral tribunal may, if the parties expressly agree to grant it the authority to mediate, decide the dispute based on principles of justice and equity, without being bound by the provisions of the law.



**Article (40):**

The award of the arbitral tribunal, when composed of more than one arbitrator, shall be issued by a majority vote after deliberation in the manner determined by the tribunal, unless the arbitration parties agree otherwise.

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**Article (41):**

If the parties agree during the arbitration proceedings to settle the dispute, they may request that the terms of the settlement be recorded before the arbitral tribunal. In this case, the tribunal must issue a decision that includes the terms of the settlement and ends the proceedings. This decision shall have the same enforceability as an arbitral award.

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**Article (42):**

The arbitral tribunal may issue interim awards or awards on part of the claims before issuing the final award that resolves the entire dispute.

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**Article (43):**

The arbitral award must be issued in writing and signed by the arbitrators. If the arbitral tribunal consists of more than one arbitrator, the signatures of the majority of the arbitrators shall suffice, provided that the reasons for the minority's refusal to sign are recorded in the award.

The arbitral award must be reasoned unless the arbitration parties agree otherwise or if the law applicable to the arbitration procedures does not require reasons to be provided.

The arbitral award must include the names and addresses of the parties, the names, addresses, nationalities, and positions of the arbitrators, a copy of the arbitration agreement, a summary of the claims, statements, and documents submitted by the parties, the operative part of the award, and the date and place of issuance, along with the reasons, if required.

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**Article (44):**

The arbitral tribunal shall deliver a copy of the arbitral award, signed by the arbitrators who approved it, to each party within thirty days from the date of issuance.

The arbitral award, or any part of it, may not be published unless both parties agree to its publication.

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**Article (45):**

The arbitral tribunal must issue the final award within the time agreed upon by the parties. If no agreement exists, the award must be issued within twelve months from the start of the arbitration proceedings. In all cases, the arbitral tribunal may decide to extend this period, provided that the extension does not exceed six months unless the parties agree to a longer period.

If the arbitral award is not issued within the time specified in the previous paragraph, either party may request the president of the court referred to in Article (9) of this law to issue an order setting a new deadline or terminating the arbitration proceedings. In such a case, either party may file a claim with the competent court.

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**Article (46):**

If, during the arbitration proceedings, an issue arises that falls outside the jurisdiction of the arbitral tribunal, or if there is a challenge for forgery of a document presented to the tribunal, or criminal proceedings are initiated regarding the forgery or any other criminal act, the arbitral tribunal may continue to consider the subject matter of the dispute if it deems that resolving the issue of forgery or the criminal matter is not necessary to resolve the dispute. Otherwise, the proceedings shall be suspended until a final judgment is issued on the matter, and this suspension will affect the time limit for issuing the arbitral award.

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**Article (47):**

The party in whose favor the arbitral award is issued must deposit the original award or a signed copy of it in the language in which it was issued, or a translation in Arabic certified by an authorized body if the award was issued in a foreign language, with the court referred to in Article (9) of this law.

The court registrar shall prepare a report of this deposit, and either party may request a copy of the report.

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**Article (48):**

The arbitration proceedings shall terminate with the issuance of the final award or by an order to terminate the arbitration proceedings in accordance with the second paragraph of Article (45) of this law. The proceedings may also terminate with a decision from the arbitral tribunal to end the proceedings in the following cases:

- If both parties agree to terminate the arbitration.
- If the claimant abandons the arbitration proceedings, unless the arbitral tribunal, upon the request of the defendant, determines that the claimant has a serious interest in continuing the proceedings until the dispute is resolved.
- If the arbitral tribunal determines, for any other reason, that it is futile to continue the arbitration proceedings or that they have become impossible.

Subject to the provisions of Articles 49, 50, and 51 of this law, the arbitral tribunal's duties shall end with the termination of the arbitration proceedings.

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**Article (49):**

Either party may request from the arbitral tribunal, within thirty days following the receipt of the arbitral award, an interpretation of any ambiguity in its operative part. The requesting party must notify the other party of the request before submitting it to the arbitral tribunal.

The interpretation shall be issued in writing within thirty days from the date the request for interpretation is submitted to the arbitral tribunal. The tribunal may extend this period for another thirty days if necessary.



The award issued with the interpretation shall be considered a supplement to the original award and shall be subject to the same provisions.

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**Article (50):**

The arbitral tribunal shall correct any purely material errors in its award, whether they are typographical or mathematical, by issuing a decision on its own initiative or upon the request of one of the parties. The correction shall be made without a hearing within thirty days from the date of the award or the submission of the request for correction, as applicable. The tribunal may extend this period by another thirty days if it deems necessary.

The correction decision shall be issued in writing by the arbitral tribunal and communicated to both parties within thirty days from the date of its issuance. If the arbitral tribunal exceeds its authority in making the correction, the decision may be challenged for annulment through a lawsuit, subject to the provisions of Articles (53) and (54) of this law.

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**Article (51):**

Either party to the arbitration may, even after the expiry of the arbitration period, request from the arbitral tribunal, within thirty days of receiving the arbitral award, the issuance of an additional award regarding claims presented during the proceedings that were omitted in the arbitral award. This request must be communicated to the other party before submission to the arbitral tribunal.

The arbitral tribunal shall issue its award within sixty days from the date of the request. It may extend this period by another thirty days if necessary.

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**Article (52):**

Arbitral awards issued pursuant to the provisions of this law may not be appealed through any of the means of appeal prescribed in the Civil and Commercial Procedure Law.

A lawsuit for annulment of the arbitral award may be filed in accordance with the provisions outlined in the following two articles.

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**Article (53):**

A lawsuit for annulment of the arbitral award may only be accepted in the following cases:

- If there is no arbitration agreement, or if the agreement is invalid, revocable, or has expired.
- If one of the parties to the arbitration agreement lacked or had limited capacity at the time of entering into the agreement, according to the law governing their capacity.
- If one party was unable to present their defense due to not being properly notified of the appointment of an arbitrator, the arbitration procedures, or for any other reason beyond their control.
- If the arbitral award excluded the application of the law agreed upon by the parties to govern the subject matter of the dispute.
- If the arbitral tribunal was formed or the arbitrators were appointed in a manner that violated the law or the parties' agreement.
- If the arbitral award decided issues not covered by the arbitration agreement or exceeded its scope. However, if parts of the award related to matters under arbitration can be separated from those related to issues outside its scope, the annulment will only apply to the latter parts.
- If there was a flaw in the arbitral award, or the arbitration procedures were flawed in a way that affected the award.



The court hearing the annulment case shall annul the arbitral award on its own initiative if it contains provisions contrary to public policy in the Arab Republic of Egypt.

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#### **Article (54):**

A lawsuit for annulment of the arbitral award must be filed within ninety days from the date the award is notified to the party against whom it is issued. The right to file for annulment is not waived by the party's decision not to raise the issue before the arbitral award is issued.

The court referred to in Article (9) of this law shall have jurisdiction to hear the annulment case in the case of international commercial arbitration. For non-international commercial arbitration, the jurisdiction shall lie with the court of second instance to which the court originally competent to hear the dispute belongs.

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### **Part Seven: Enforceability of Arbitral Awards and Execution**

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#### **Article (55):**

Arbitral awards issued in accordance with this law have the authority of a final judgment and shall be enforceable, subject to the provisions of this law.

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#### **Article (56):**

The president of the court referred to in Article (9) of this law, or the judge designated by them, is responsible for issuing an order for the enforcement of the arbitral award. The request for enforcement must be accompanied by the following:

- The original award or a signed copy.
- A copy of the arbitration agreement.
- A certified Arabic translation of the arbitral award if it was issued in a foreign language.



- A copy of the report confirming the deposit of the award as per Article (47) of this law.
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**Article (57):**

The filing of a lawsuit for annulment does not suspend the execution of the arbitral award.

However, the court may order the suspension of execution if the plaintiff requests it in their complaint, and the request is based on serious grounds. The court must decide on the suspension request within sixty days from the date of the first hearing scheduled. If the court orders a suspension, it may also order the submission of a bond or financial guarantee. If the suspension is ordered, the court must decide on the annulment lawsuit within six months from the date of the order.

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**Article (58):**

A request for the enforcement of the arbitral award shall not be accepted if the time limit for filing an annulment case has expired.

An order for the enforcement of the arbitral award pursuant to this law may only be issued after confirming the following:

- That it does not conflict with any prior judgment issued by Egyptian courts on the subject of the dispute.
  - That it does not contain provisions that contravene public policy in the Arab Republic of Egypt.
  - That the award has been properly notified to the party against whom it was issued.
  - No appeal may be made against the order for the enforcement of the arbitral award. However, an appeal may be filed against an order refusing the enforcement to the competent court as per Article (9) of this law within thirty days from the date of issuance.
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**Report of the Joint Committee:**

From the Committee on Constitutional and Legislative Affairs and the Committee on Economic Affairs on the Draft Law concerning International Commercial Arbitration  
Law No. 27 of 1994

The Council referred, in its meeting held on May 10, 1993, to a joint committee from the Committee on Constitutional and Legislative Affairs and the Committee on Economic Affairs, the draft law concerning international arbitration. The committee held three meetings to consider the matter.

**First Meeting:** May 15, 1993, attended by Dr. Ahmed Fathi Sorour, Speaker of the Council.

**Second Meeting:** May 16, 1993, in the afternoon.

**Third Meeting:** On the same evening.

The following individuals attended all three meetings:

- Counselor Farouk Saif El-Nasr, Minister of Justice
- Dr. Mohsen Shafik, Professor of Commercial Law
- Counselor Ahmed Fathi Morsi, Head of the Constitutional and Legislative Affairs Committee (Shura Council)
- Dr. Samir El-Sharqawy, Professor of Commercial Law at Cairo University
- Dr. Mohamed Abu El-Enein, Counselor at the Supreme Constitutional Court
- Dr. Fathi Naguib, Assistant Minister of Justice for Legislative Affairs

The committee considered the draft law and its explanatory memorandum, reviewing the Constitution and various relevant laws, including Law No. 131 of 1948 on the Civil Code, Law No. 13 of 1968 on the Civil and Commercial Procedure Code, Law No. 25 of 1968 on the Law of Evidence in Civil and Commercial Matters, Law No. 47 of 1972 on the Organization of the State Council, Law No. 230 of 1989 on the Investment Law, and Law No. 203 of 1991 on the Law of Public Sector Companies.



In light of the discussions held during the committee meetings and the clarifications provided by the government, a report was prepared that could not be presented to the Council. At the beginning of the fourth regular session, the draft law was reintroduced to the committee.

The committee held six meetings to consider the draft law on January 2, 5, 9, 10, 23, and 31, 1994. The following individuals attended these meetings:

- Counselor Farouk Saif El-Nasr, Minister of Justice
- Dr. Mohsen Shafik, Professor of Commercial Law
- Dr. Samir El-Sharqawy, Professor of Commercial Law at Cairo University
- Dr. Fathi Wali, Professor of Civil and Commercial Procedure Law at Cairo University
- Dr. Barham Mohamed Atta Allah, Professor of Law at Alexandria University
- Dr. Mohamed Abu El-Enein, Counselor at the Supreme Constitutional Court
- Dr. Fathi Naguib, Assistant Minister of Justice for Legislative Affairs
- Dr. Essam Ahmed Mohamed, Deputy Head of the Legislation Department at the Ministry of Justice
- Dr. Ahmed Qismat El-Gedawy, Head of the International Law Department at Ain Shams University
- Dr. Ali Al-Ghattit
- Mrs. Georgeet Sobhi, Ministry of Justice

Based on the discussions held during the committee meetings and the clarifications provided by the government, it became clear that the preparation of the draft law took almost eight years, following Egypt's accession to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, which was adopted at the United Nations Conference on International Commercial Arbitration held in New York from May 20 to June 10, 1958. The draft law on international commercial arbitration was aligned with the significant efforts being made by the state to create a favorable investment climate, consistent with the economic reform policy the country had undertaken, particularly after realizing that the laws related to investment were not sufficient on their own to achieve the goal of increasing investments.



This includes Law No. 230 of 1989 on the Investment Law and Decree Law No. 205 of 1990 concerning the confidentiality of bank accounts and other related matters.

The arbitration system aims to provide a swift resolution to disputes arising from international commercial relations. It also instills confidence and reassurance among investors, as it aligns with the applicable international rules in this regard. Additionally, the system aims to overcome the delays in legal procedures that hinder commercial activities in general. It is important to note that the arbitration rules set forth in the Civil and Commercial Procedure Law do not achieve the intended goal, as they were designed for domestic arbitration and, therefore, are not adequate for international commercial arbitration due to its unique nature.

The committee has concluded that, from a legislative policy perspective, it would be better to have a general arbitration law for civil and commercial matters that applies to both domestic and international arbitration, rather than having two separate sets of arbitration rules: one for domestic arbitration, as outlined in Articles 501 to 513 of Law No. 13 of 1968 on Civil and Commercial Procedure, and another for international arbitration, as provided in the articles of the draft law presented to the committee. Based on this reasoning, the committee amended the provisions of the draft and changed its title to "The Draft Law on Arbitration in Civil and Commercial Matters," ensuring its applicability to both domestic and international arbitration.

This required the cancellation of Articles 501 to 513 of the Civil and Commercial Procedure Law. The Draft Law on Arbitration in Civil and Commercial Matters consists of seven sections following the introductory provisions.

Regarding the introductory provisions, the committee decided to amend Article 1 by removing the phrase "international commercial" so that the text now reads: "The provisions of the accompanying law shall apply to all arbitration proceedings that are ongoing at the time of its enforcement or begin after its enforcement, even if they are based on an arbitration agreement concluded before the enforcement of this law."

The committee amended this article after deciding that this law should be the general law governing the rules and procedures of arbitration, whether commercial or non-commercial, domestic or international. Therefore, the phrase "international commercial" was removed from the text of Article 1, following the phrase "The provisions of the accompanying law shall apply to all arbitration awards." Additionally, the phrase "or begins after its enforcement" was replaced with "or is conducted after its enforcement."



The committee also introduced Article 2, which reads as follows:

"The Minister of Justice is responsible for setting the rules for the acceptance of arbitrators from whom the selection will be made according to the provisions of Article (17) of this law. The Minister is also responsible for issuing the necessary decisions for its implementation."

The rationale behind this change is that since Article (17) addressed the cases where the court referred to in Article (9) is responsible for appointing the arbitrators, in order to enable the court to perform its task, the committee decided to introduce this provision in the introductory materials. This allows the Minister of Justice to have the authority to establish the rules for accepting arbitrators from whom the selection will be made. As such, the Minister will issue a decision containing the names of the arbitrators, their areas of specialization, and the rules for their assignment, thereby facilitating the court's ability to make a timely decision.

The text also added the provision granting the Minister of Justice the authority to issue the necessary decisions for the implementation of this law.

The committee introduced Article 3, which states:

"Articles 501 to 513 of Law No. 13 of 1968 concerning the issuance of the Civil and Commercial Procedure Law are hereby repealed, as well as any provisions that contradict this law."

The committee introduced this provision after this law became the general framework governing arbitration matters in Egypt, regardless of the nature of the dispute or its status. This perspective led to the change in the name of the draft law to "The Draft Law on Arbitration in Civil and Commercial Matters" instead of "The Draft Law on International Commercial Arbitration."

Regarding the publication provision, the committee replaced the phrase "It shall come into force one month from the day following its publication" with "It shall come into force on the day following its publication." This change reflects the committee's consideration that the repeal of certain provisions of the Civil Procedure Law requires allowing a sufficient period for the public to become aware of the law before its enforcement.



The draft law on arbitration includes seven sections.

**The First Section: General Provisions**, which consists of nine articles.

The committee amended Article 1 to expand the scope of application of the provisions of the draft law. After favoring the provisions of the international agreements in force in Egypt, the committee organized the application of the draft law to all arbitrations conducted in Egypt, whether between parties from public law or private law entities and regardless of the nature of the dispute. The intention behind this phrase was to apply the law to administrative contracts, making its provisions a codification of the opinion issued by the State Council in this regard. As for the phrase "any arbitration conducted in Egypt," it was intended to make the application of this law mandatory for any arbitration conducted in Egypt, whether domestic or international, civil or commercial, as long as the arbitration concerns matters that are subject to reconciliation. This aligns with the repeal of Articles 504 to 513 of the Civil Procedure Law and presents the new law as the general law governing arbitration, whether commercial or non-commercial, international or domestic.

However, if the arbitration is international commercial arbitration conducted abroad, the parties must agree to subject it to the provisions of this law, as in this case, its application is not mandatory but based on the mutual consent of the arbitration parties.

It is understood that arbitration in matters of personal status is excluded from the scope of this law due to the specific rules governing such matters, both in its philosophy and in the laws regulating its conditions.

In Article 2, the committee replaced the phrase "of an economic nature" with "of a commercial nature" in order to keep pace with the rapid developments in international trade activities. These developments have led to the emergence of new activities that were not present before, making it difficult to establish a comprehensive and definitive standard for this type of relationship. Therefore, whether the relationship is commercial or civil according to the traditional understanding, it will be subject to this draft law if it is characterized by a commercial nature. Additionally, the phrase "of a commercial nature" helps avoid discrepancies in definitions found in various laws regarding the commercial standard. To clarify the meaning, the draft law includes several examples that can be applied.

The committee also made an amendment to the second clause of Article 3, replacing the phrase "permanent arbitration body" with "international organization."



The committee made a substantive change in the fourth clause. The previous text stated that arbitration would be considered international if the parties agreed that the subject matter of the dispute covered by the arbitration agreement involved more than one country. This meant that the international nature of the arbitration depended on the agreement of the arbitration parties. The committee concluded that the designation of international arbitration is a determination of a fact that does not depend on the agreement or disagreement of the parties regarding its existence. As a result, the committee modified the third paragraph, making arbitration international under this provision if the subject matter of the dispute covered by the arbitration agreement is related to more than one country.

Regarding **Article 4**, the committee made two amendments to the first paragraph. The first change involves the term "arbitration" in this law, which previously referred only to international commercial arbitration. Now, the term applies to all types of arbitration, aligning with the committee's direction to consider this law as the general law for arbitration, as stipulated in Article 1 of the introductory provisions.

The second change involves replacing the phrase "permanent arbitration body" with "organization from arbitration organizations," as it appeared in the latter part of the paragraph.

As for **the second paragraph**, the amendment relates to the definition of the "court." The new text specifies that the term "court" refers to the court within the judicial system of the state, whereas the original text referred to a "specific state." This change clarifies that the court in question is the Egyptian judicial system, as per the provisions of Article 9 of the draft law. Therefore, the term "state" is now more precisely defined as referring to Egypt, as this is the jurisdiction that would apply to arbitration matters in this context.

A third paragraph was also added to this article, clarifying that the phrase "arbitration parties," wherever it appears in the law, refers to the arbitration parties, even if there are more than two parties. In many cases, the number of dispute parties may exceed two, and this will naturally lead to an increase in the number of arbitration parties.

Regarding **Article 5**, the amendment simply replaced the phrase "every organization" with "every tribunal," in line with the previous changes.

For **Article 6**, the committee decided to remove the second paragraph of the article, as it merely repeated general rules that did not require further specification. The committee also revised the first paragraph to make it more concise and clearer in expressing its intended meaning.

As for **Article 7**, the phrase "governing document" was replaced with "established document," as the document not only includes the factual report from the parties to the dispute but also contains the requests governing the relationship subject to arbitration.



Regarding **Article 8**, the committee made amendments to the wording of certain parts, which did not change the substance of the article. The phrase "his right to object" was added based on the principle that the waiver is of the right to object, not the objection itself.

A substantive amendment was made to the first paragraph of **Article 9**. Originally, the draft law assigned the jurisdiction over arbitration matters to the Cairo Court of Appeal in cases of international commercial arbitration. This provision was consistent with the draft law's focus on international commercial arbitration. However, since the committee has now made the draft law a general arbitration law that applies to both international commercial arbitration and other types of arbitration, the first paragraph was amended to align with this broader perspective by establishing two types of jurisdictions:

- The jurisdiction of the court originally competent to hear the dispute if the dispute has not yet entered arbitration (for domestic arbitration).
- The jurisdiction of the Cairo Court of Appeal if the arbitration is international commercial arbitration, whether conducted in Egypt or abroad.

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## Part Two: Arbitration Agreement:

This section includes Articles 10, 11, 12, 13, and 14.

Regarding **Article 10**, the draft law used the term "statement of claim" to describe the request that initiates arbitration procedures. The committee decided to introduce specific terminology for arbitration procedures to avoid any confusion with terms used in ordinary courts. Thus, the phrase "statement of claim referred to in the first paragraph of Article (30)" was removed and replaced with the term "arbitration request," which more clearly refers to the request that initiates the arbitration proceedings. This amendment only affected the second paragraph, while the first paragraph remained unchanged.

For **Article 11**, the committee decided to keep the article as it was in the first paragraph and added a second paragraph, which stipulates that arbitration is not permissible in matters where reconciliation is not allowed. This addition was necessary to address what was included in the first article of the draft law, which applies the law regardless of the legal nature of the relationship underlying the dispute. Therefore, this addition effectively restricts the first article's broad scope to cases where reconciliation is permitted.



Regarding **Article 12**, the committee replaced the phrase "if it includes what the parties exchanged in letters, telegrams, or other means of written communication" with "if they clearly establish the arbitration agreement through letters, telegrams, or other means of written communication." The committee aimed to emphasize the need for explicit agreement on arbitration in the exchanged correspondence, rather than merely establishing the possibility of such an agreement. The revised text requires that the letters and telegrams exchanged between the parties clearly form an agreement on arbitration.

For **Article 13**, the committee decided to divide the first paragraph into two paragraphs, with the second paragraph remaining unchanged. Additionally, the committee replaced the phrase "expressing" with "express," thereby limiting the right to express requests or objections that would lead to a ruling on the non-acceptance of the claim to the defendant's submissions only, in accordance with the general rules.

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**Part Three: Includes Articles 15 to 24:**

For **Article 15**, The committee added the word "one" to clarify that the arbitral tribunal can be formed by a single arbitrator if the parties agree, and if the number is not agreed upon, the tribunal shall be considered to consist of three arbitrators.

Therefore, the parties can agree on the number of arbitrators, but the number must be odd. If the number is even, the arbitration will be invalid.

**For Article 16**, The committee decided to add the word "gender" in the second paragraph to clarify that the arbitrator does not need to be male or female, unless the parties agree or the law stipulates otherwise.

The committee also added the phrase: "The arbitrator must disclose any circumstances that may raise doubts about their independence or impartiality upon acceptance."

**For Article 17**, The committee amended the period within which the parties must select the arbitrators, as well as the period within which they must appoint the presiding arbitrator, extending it to thirty days from the date the request is submitted, instead of the previous period of fifteen days.

The committee also revised the wording of the article, while keeping its original provisions intact.

For **Article 18**, The committee decided to remove the phrase "or if it is found that the conditions agreed upon by the parties or stipulated by the law are not met," as it was repetitive. It was understood that if circumstances arise that raise doubts about the impartiality of the arbitrator, this would justify their removal, and the absence of the conditions required by law would also justify their removal.



For **Article 19**, The committee revised the wording of this article and removed two phrases from the first paragraph. The phrase "The parties to the arbitration may agree on the procedures for challenging arbitrators" was removed, meaning that the parties are now bound by the procedures outlined in this law regarding the challenge of arbitrators and cannot agree on alternative procedures.

The phrase "or if the other party objects to the challenge" was also removed, as it contained a provision granting the opposing party the right to object to the challenge request. With the removal of this phrase, the provision is now more consistent with general rules.

Additionally, the committee amended the second paragraph. Previously, this paragraph gave the party requesting the challenge the right to object to the rejection of their challenge within fifteen days. It was amended so that the party requesting the challenge can now appeal the rejection of their request within thirty days from the date of notification. This change is based on the principle that a refusal to challenge must be decided by a ruling, and thus the affected party must appeal the ruling, rather than objecting to it.

The committee also split this paragraph into two paragraphs (2 and 3) with revised wording and provisions. The phrase "unless the court referred to in Article (9) orders the suspension of the proceedings by a decision based on strong reasons that justify this" was removed. Consequently, following this change, the tribunal must continue with the proceedings until a ruling is made regarding the challenge, whether by the arbitral tribunal or the court referred to in Article (9).

The phrase "and issuing a ruling" was also removed, as the phrase "continuing with the arbitration proceedings" implicitly includes the issuance of the ruling, and further clarification was unnecessary, as issuing the ruling is part of the arbitration process.

Regarding **Article 21**, the committee revised the wording by replacing the phrase "if the arbitrator's task ends with a ruling of removal, dismissal, or resignation" with the phrase "a ruling of removal or dismissal." This is because a ruling is required to either remove or dismiss the arbitrator in order to end their task. This revision made the meaning more precise and specific.

The committee also decided to amend the article by removing the phrase "unless the parties agree otherwise," making the parties obliged to follow the necessary procedures for the appointment of an arbitrator in accordance with the provisions of the previous article.



For **Article 22**, the committee decided to modify the wording of the first paragraph, keeping its original meaning. The committee also revised the second paragraph, leading to a change in its legal implications. They replaced the phrase "The objections must be raised within the time limit specified for the defendant's defense" with "The objection regarding the arbitral tribunal's jurisdiction must be raised within the time limit specified for submitting the defense statement." This amendment extended the objections related to jurisdiction to include objections based on the non-existence, invalidity, or expiration of the arbitration agreement, or whether it covers the subject matter of the dispute.

Additionally, the committee replaced the phrase "If the objection regarding the non-applicability of the arbitration agreement to matters raised by the other party during the dispute must be raised immediately, or else the right to raise it is forfeited" with "The objection to the non-applicability of the arbitration agreement to the subject matter of the dispute must be raised before the arbitral tribunal begins reviewing the matter in question." This change now allows either party to raise the objection even after the arbitral tribunal starts reviewing the issue, provided the objection is raised immediately.

The committee also amended the third paragraph, specifying that if the court rejects the objection, the remedy is to file a lawsuit for the annulment of the arbitral award that ends the entire dispute, as per Article 53 of this law.

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#### **Part Four: Arbitration Procedures:**

This section includes Articles 25 to 38.

For **Article 25**, the committee made a minor change by replacing the phrase "any organization" with "any tribunal," consistent with the previous amendments.

Regarding **Article 27**, the committee decided to amend the article by removing the phrase "by submitting the dispute to arbitration and selecting a court" and replacing it with the phrase "arbitration request." This change ensures that the phrase "arbitration request" implicitly covers the meaning of the deleted phrase without explicitly stating it.

Regarding **Article 29**, the committee amended the first paragraph by adding the phrase "The arbitration shall be conducted in Arabic" at the beginning of the paragraph.

This change makes Arabic the default language for arbitration, unless the parties agree otherwise or the arbitral tribunal designates one or more other languages.



For **Article 30**, the committee amended the first paragraph by replacing the phrase "a written statement of his claim" with "arbitration request."

The word "memorandum" was replaced with "statement" in the second paragraph, and in the third paragraph, the committee replaced the phrase "attached to the statement of claim or memorandum of defense, as applicable" with "attached to the statement sent in accordance with the provisions of this article."

Regarding **Article 32**, the committee's amendment was to replace the phrase "or for any other reason" with "or to prevent delay in resolving the dispute." This change specifies that the reason for refusing an action or not accepting it by the court is clearly to avoid unnecessarily delaying the resolution of the dispute.

For **Article 33**, which consists of four paragraphs, the committee made the following amendments:

- The phrase "oral" was removed from the first paragraph since the hearings may be oral or written. Therefore, the word "hearing" was used in a general sense without specifying whether it is oral or written.
- The word "this" was added to the second paragraph, clarifying that the reference is specifically to the arbitral tribunal mentioned in the first part of the paragraph.

Regarding **Article 34**, the committee amended the article by replacing "statement of claim" with "arbitration request" to maintain consistency with the previous changes made to **Article 30**. They also replaced "memorandum of defense" with "statement of defense."

For **Article 36**, the committee's change was limited to removing the phrase "as witnesses" from the fourth paragraph, as the arbitral tribunal does not have the authority to swear in experts.

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## Part Five: Arbitral Award and Termination of Proceedings:

This section includes Articles 39 to 51.

The committee made an amendment to the second paragraph of **Article 39** by adding the word "legal" after "rules" to clarify that the applicable rules are the legal rules. Furthermore, the committee modified the latter part of the paragraph to specify that the tribunal must apply the substantive rules of the law it deems most connected to the dispute, rather than leaving it solely to the tribunal's discretion. The standard now finds its basis in the subject matter of the dispute itself.



The committee also added the phrase "if authorized to mediate" in the fourth paragraph and included the term "equity" in reference to the principles of justice. This ensures that the arbitral tribunal is only authorized to apply principles of justice and equity when explicitly authorized by the parties to mediate the dispute.

Regarding **Article 40**, the committee decided to remove the phrase "and if the majority is not reached, the opinion of the president shall prevail, and the ruling shall be issued accordingly." As a result, the rule now states that the award shall be issued by majority opinion, unless the arbitration parties agree otherwise.

For **Article 41**, the committee modified the provision to require the arbitral tribunal to issue a decision terminating the proceedings and to include the terms of the settlement if the parties agree to resolve the dispute. The revised text now mandates that the tribunal issue the decision terminating the proceedings, including the terms of the settlement.

In **Article 42**, the committee's amendment replaced the phrase "before the final award of the dispute" with "before the decision on the subject with a final award of the dispute," to clarify that all interim awards or decisions on part of the claims that the tribunal may issue must be made before the final award resolving the entire dispute.

Regarding **Article 44**, the committee amended the first paragraph by adding the phrase "within thirty days from the date of issuance." This addition sets an organizational timeframe for delivering a copy of the arbitral award to the parties.

For **Article 45**:

- The committee amended the first paragraph by replacing "unless the parties agree to a longer period" with "unless the parties agree otherwise," clarifying that the agreement can only extend the period, not shorten it.
- The committee also amended the second paragraph by removing the word "permission," which originally stated that permission from the president of the court was required for the parties to file a lawsuit with the competent court. Since referring the dispute to the competent court is a right and does not require permission, the word "permission" was deleted.
- The committee replaced "setting an additional deadline" with "extending the deadline for a period determined by the president," allowing the court president the flexibility to extend the deadline without being restricted to the prescribed timeframes. Additionally, the committee permitted either party, when an extension or termination of arbitration proceedings is decided, to file a lawsuit with the competent court.



For **Article 46**, the committee amended the article by adding the phrase "submitted to it" to clarify that the document challenged for forgery must have been presented to the court. The committee also revised the expression regarding the judgment issued in the article.

Regarding **Article 47**, the committee amended this article by adding a provision requiring the party in whose favor the arbitral award is issued to submit a copy of the award translated into Arabic and certified by an accredited body if the award is issued in a foreign language. This addition helps facilitate the process for the court registrar to prepare the report of the award's deposit.

The committee clarified that "accredited body" refers to the translation entities designated by the Minister of Justice under the powers provided to him in Article 2 of the introductory provisions.

Regarding **Article 48**, the committee decided to amend the first paragraph by adding the word "all" so that the arbitration proceedings do not end with the issuance of a judgment terminating the entire dispute. The amendment was primarily to adjust the wording without altering the substance of the provision.

For **Article 49**, the committee modified the first paragraph by removing the phrase "within the time agreed upon by the parties" and rephrased the text as follows:

"If either party wishes to request an interpretation of any ambiguity in the operative part of the award, they must submit the request within thirty days from the date of receiving the arbitral award. The request for interpretation must be notified to the other party before it is submitted to the arbitral tribunal."

The changes to the second and third paragraphs were primarily focused on rewording them for clarity.

Regarding **Article 50**, the committee extended the period within which the tribunal may correct material errors in the award to thirty days instead of fifteen, aligning with previous amendments.

The committee also removed the second paragraph of the draft, which allowed the arbitral tribunal to make corrections on its own initiative. As a result, the third paragraph became the second paragraph with the addition of the phrase: "If the arbitral tribunal exceeds its authority in making the correction, the decision can be challenged for annulment through a lawsuit, subject to the provisions of Articles 53 and 54." This change ensures consistency with the previous paragraph.



For **Article 51**, the committee amended the article by splitting it into two paragraphs. The first paragraph was modified to include the phrase "even after the arbitration period has ended." This means that the parties to the arbitration can now request an additional award from the arbitral tribunal for claims that were made during the proceedings but omitted in the final award.

Additionally, the committee added the phrase "The request must be notified to the other party before it is submitted" to ensure that the other party is informed of the request.

The committee also revised the deadlines for the arbitral tribunal to issue the award, aligning them with previous amendments.

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### Part Six: Annulment of the Arbitral Award:

This section includes Articles 52 to 54.

For **Article 52**, the committee decided to remove the phrase "subject to the provisions of Article 53" from the first paragraph and added a second paragraph that allows for the filing of a lawsuit for the annulment of an arbitral award in accordance with the provisions of Articles 53 and 54.

Regarding **Article 53**:

- The committee replaced the word "impossible" in paragraph 1, item (c), with "impractical." This change ensures that the annulment of an arbitral award is allowed if one party is unable to present their defense due to incorrect notification of the appointment of an arbitrator, without requiring the situation to be impossible, just impractical.
- The committee also introduced item (d), adding the exclusion of the arbitral award for failure to apply the law that the parties agreed to apply to the subject of the dispute. This includes the misapplication of the law to the extent of distorting its application.
- The committee amended item (g) by replacing the phrase "if the arbitral award is flawed" with "if the arbitral award violates a fundamental provision of Article 43."

For **Article 54**, the committee amended the provisions of this article so that the deadline for filing a lawsuit to annul an arbitral award begins in all cases from the date it is notified to the party against whom it was issued. The previous text started from the date of the award unless it was issued in the absence of the party, in which case the deadline would begin from the date of notification.



The committee also differentiated between international commercial arbitration and other types of arbitration in terms of the court competent to hear the annulment case, in line with the law becoming applicable to all types of arbitration.

For **Article 57**, the committee proposed organizing the provisions for suspending the enforcement of an arbitral award into a separate article. As a general rule, filing an annulment lawsuit does not automatically suspend the enforcement of the arbitral award. However, the committee allowed the court to order the suspension of enforcement if the claimant requests it in their petition and provides reasonable grounds for the request.

The court is required to decide on this request within sixty days from the date of the first hearing scheduled for the request. If the suspension is ordered, the court may also require the posting of a bond or financial guarantee. The court must also resolve the annulment lawsuit, along with the request for suspension, within six months from the date of the suspension order. The timelines specified in this article are intended as guidelines to encourage timely decisions on annulment and enforcement suspension.

For **Article 58**, the article addresses the request for the enforcement of an arbitral award. It stipulates that an order for enforcement can only be made if the period for filing an annulment lawsuit (ninety days) has expired. It also requires verifying that the arbitral award to be enforced does not conflict with a prior judgment issued by Egyptian courts in the same dispute, upholding the authority of Egyptian courts in this matter. Furthermore, it ensures that the arbitral award does not violate the public policy principles in Egypt and that it has been properly notified to the parties, with their awareness confirmed to trigger the deadlines associated with it.

The second paragraph of this article deals with the appeal process for the enforcement order, stating that no appeal can be made against the order to enforce the arbitral award. However, an appeal can be made against the order denying enforcement, with the appeal to be filed within thirty days from the date of issuance. The court referred to in Article (9) is responsible for ruling on this appeal.

The committee, after reviewing the law, sought the approval of the esteemed Council for the amended draft as attached.



## Explanatory Memorandum

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### Explanatory Memorandum for the Draft Law on International Commercial Arbitration

In the early 1980s, a fundamental change occurred in Egypt's economic policy when the government decided to open up to international markets. This shift was aimed at attracting both Arab and foreign investments to participate in development projects within the country. Egypt began this new policy with the issuance of investment laws that included incentives and elements of confidence, thereby creating a safe and profitable economic environment for incoming investments to operate, grow, and benefit.

From the outset, it became clear that the Investment Law alone would not achieve its goal unless accompanied by other legislation that would complement and reinforce its provisions. Therefore, laws related to currency control, exchange rates, confidentiality of banking transactions, and other matters were introduced. However, the issue of resolving disputes between investors and their partners or clients in investment matters remained unregulated, despite being a significant concern for foreign investors. Investors want to ensure that when a dispute arises, there is a judicial system in place to resolve it according to the rules and principles established in international commercial transactions. Arbitration, being the prevalent method in such commercial transactions, has received particular attention from the government. This focus emerged after realizing the inadequacies of the arbitration provisions outlined in the Civil and Commercial Procedure Law, which were designed specifically for domestic arbitration and did not account for the unique nature of international commercial disputes and their resolution.

Consequently, the Ministry of Justice formed a technical committee to draft a law for arbitration in international transactions. The outcome of the committee's work, after extensive consultations and opinions, resulted in the attached draft law, which is based on the following principles:



**First:** Following International Trends in Commercial Arbitration.

The technical committee found it easy to adopt international trends, especially since the United Nations Committee on International Trade Law (UNCITRAL) had already prepared a Model Law on International Commercial Arbitration in 1985. This model law invited countries to adopt it into their national legislations and recommended that the adoption be as close as possible in both content and form to ensure global legislative unity in this area of international trade, which is a goal of the United Nations. Several countries responded to this call by either adopting the model law in full or incorporating its provisions into their existing laws, thus making the model law globally recognized by legal professionals and businesspeople alike. The technical committee followed this path, adopting the core provisions of the Model Law into the Egyptian draft law, while making some minor adjustments to align with national legislative traditions but ensuring that the international nature of the model was preserved.

**Second:** Limiting the Application of the Draft Law to International Commercial Arbitration.

The application of the law is restricted to international commercial arbitration, leaving the provisions of the Civil and Commercial Procedure Law regarding domestic arbitration intact.

The draft law thus defines the boundaries between domestic and international arbitration to ensure clarity and prevent overlap.

**Third:** Respecting the Will of the Arbitration Parties.

A fundamental principle of the arbitration system is the freedom of the parties to arrange arbitration in a way that suits them. This freedom is the cornerstone of arbitration, and without it, the essence of arbitration is lost. The more freedom the legislation gives to the arbitration parties, the more trust they will have in the system and the final award. The draft law embraces this principle by allowing parties to agree on how arbitrators are selected, the rules governing the arbitration process, the venue, and the language to be used, with provisions for default rules when no agreement is reached.



**Fourth:** Independence of the Arbitral Tribunal.

Independence is another fundamental principle underlying modern arbitration systems. This independence means that the arbitral tribunal is regarded as a special tribunal chosen by the parties to resolve the dispute between them, and it should only be governed by what the parties agree upon. This independence is reflected in the draft law by granting the arbitral tribunal the authority to handle challenges to its members, decide on jurisdictional issues, and prohibiting appeals against its awards based on the procedures outlined in the Civil and Commercial Procedure Law. However, this independence should not reach a level of separation that hinders cooperation with the state judicial system in certain matters, such as the issuance of interim measures, enforcing witness attendance, and addressing any procedural obstacles.

**Fifth:** Speed in Concluding Proceedings to Issue the Arbitral Award.

The speed of the arbitration process is one of its defining features and is favored by traders and businesspeople. The legislation ensures this by removing procedural obstacles, shortening timelines, and limiting the ability to appeal arbitral awards. The draft law contains several provisions aimed at speeding up the process, such as allowing the arbitral tribunal to continue proceedings despite an appeal against one of its decisions and setting reasonable deadlines for the arbitration process. Notably, Article 45 establishes a maximum timeline for issuing an arbitral award, and if this period lapses, the parties can request to terminate the proceedings and seek resolution in the competent court.

**The Structure of the Draft Law:**

The draft law contains seven parts, covering fifty-eight articles. The first part, titled "General Provisions," addresses various issues, including the scope of application of the draft law, which is defined in Article 1. This article clarifies that the law applies to all international commercial arbitration conducted in Egypt, whether between public law entities or private law entities, effectively resolving doubts about the applicability of arbitration to contracts involving public law entities. The draft law allows parties to contracts that do not fall under the "international" label to still agree to submit their disputes to arbitration under the provisions of this law.

The draft law defines "commercial" arbitration as any dispute arising from a legal relationship of a commercial nature, whether contractual or non-contractual, and provides several examples of such relationships that would fall under the scope of this law. Importantly, the definition of "commercial" in this draft law goes beyond the limits set by domestic trade law.



In **Part Three**, the draft law addresses the organization of the arbitral tribunal, specifying how it is formed, how arbitrators are appointed, the qualifications required of them, and the procedures for challenging them. The law allows the parties to decide on these matters but establishes the Cairo Court of Appeal as an authority to resolve disputes when there is no agreement or the agreement is not implemented.

The key principles in this part include:

- Granting the arbitral tribunal the power to rule on challenges to its jurisdiction, known as "competence-competence" (Article 22).
- Ensuring the independence of the arbitration clause, which remains intact even if the contract in which it is included is subject to termination or invalidity (Article 23).

**Part Four** discusses the arbitration procedures, starting with the fundamental principle of the freedom of the parties to choose the rules governing the procedure, as long as they respect the principles of fairness, equality, and providing both parties with an equal opportunity to present their case. The law provides default rules when no agreement is reached, allowing the arbitral tribunal to choose the most appropriate procedure for the case.

The arbitration proceedings culminate with the issuance of the arbitral award, which is covered in **Part Five**. This section addresses the law that applies to the subject of the dispute and confirms that the parties are free to choose it. If they do not agree, the arbitral tribunal has the authority to choose the most appropriate law, considering the specific circumstances of the case (Article 39). The law allows the arbitral tribunal to issue an award based on equity and justice if authorized by the parties (Article 35), and it permits the tribunal to issue an additional award for claims made during the proceedings but omitted from the final award (Article 51).

**Post-Award Phase:** The sixth and seventh parts address the annulment of the arbitral award and the enforcement of the award. The annulment process follows a specific timeframe (90 days) and is limited to certain grounds (Article 53). The enforcement process is covered in **Article 55**, ensuring the enforceability of the award in Egypt after the expiration of the annulment period, with provisions for appealing the enforcement order if necessary (Article 56).

**Final Note:** The Minister of Justice is pleased to present this draft law to the Cabinet, with the hope of obtaining approval for its submission to the People's Assembly for further legislative action.



# **Translation of** the Minister of Justice Decision No. 8310 of 2008 of the Deposit of Arbitral Awards

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**ترجمة** قرار وزير العدل رقم ٨٣١٠ لسنة  
٢٠٠٨ بشأن إيداع أحكام التحكيم

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29 April 2026

  
ANDERSEN

Minister of Justice Decision No. 8310 of 2008 Regarding the Regulation of the Procedures for Depositing Arbitral Awards in Accordance with Article (47) of the Arbitration Law in Civil and Commercial Matters, Law No. 27 of 1994

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Preamble

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The Minister of Justice

After reviewing the Constitution,

And the Arbitration Law in Civil and Commercial Matters issued by Law No. 27 of 1994,

It was decided:

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Article (1):

A registry is established at the Court Registry to record the requests for the deposit of arbitral awards with serial numbers. It should include the date of submission and complete details about the applicant, their legal status, and residence, as per the identity document provided, as well as information about the arbitral award subject to the request as outlined in Article 5 of this decision.

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Article (2):

The request for the deposit of the arbitral award should be submitted to the court registry by the party in favor of the award or their authorized agent with an official special power of attorney. The request is then sent to the Arbitration Technical Office at the Ministry of Justice for an opinion regarding the request.

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**Article (3):**

Repealed

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**Article (4):**

The Arbitration Technical Office at the Ministry of Justice provides its opinion in writing, either accepting or rejecting the request for the deposit of the arbitral award, after verifying the following:

- **First:** That the award does not include anything contrary to public policy in Egypt or concern issues that cannot be subject to settlement by arbitration.
  - **Second:** That the court where the arbitral award is to be deposited is competent according to Articles (9, 47) of the Arbitration Law in Civil and Commercial Matters, Law No. 27 of 1994.
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**Article (5):**

After the decision to accept the deposit of the arbitral award is issued, the designated court official shall record the deposition of the arbitral award, which includes the date of issuance, the names of the arbitrators who issued the award, their addresses, qualifications, names of the parties involved, their addresses, the award's decision, and the name, address, and status of the deposit applicant.

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**Article (6):**

Either party to the arbitration may obtain a copy of the report of the deposit of the arbitral award. However, a certified copy of the arbitral award shall only be provided to the party requesting the enforcement of the award.

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**Article (7):**

After the arbitral award is deposited with the competent court registry, the head of the court, or any judge they designate, is responsible for issuing an enforcement order for the award after verifying that the conditions and deadlines specified in Article (58) of the Arbitration Law are met.

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**Article (8):**

This decision is published in the Official Gazette (Al-Waqa'i' al-Misriyya) and will take effect from the date of publication.

