

THE RECOGNITION AND EXECUTION PROCESS OF E-ARB AWARDS IN THE UAE

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ABSTRACT

E-ARB systems around the world recognize that the decision cannot be objected to the competence of the decision. If the E-ARB decision is objectionable to the competence, it is considered invalid and its authority is reduced. The authority of the E-AR board issued by the Arbitral Court does not have the absolute authority, but the opposite authority has relative authority for its parties. Both sides may refuse the decision, or apply to another arbitral tribunal, just as they have a preliminary agreement on the arbitral tribunal. However, the demand for ratification of the UAE CPC is excluding foreign decisions and continues to require ratification of the UAE courts. A foreign arbitration decision must be submitted to the local court and approve it, which can revise the essence of the decision. Using their thoughts, the New York Convention has nothing to do not affect electronic decisions, as it corresponds to the process of final, compulsory and the specified procedure as an indicator of the final.

Keywords: *E-ARB, UAE, Civil Procedure Law of UAE (CPC), UNCITRAL Model law, UAE courts, English Arbitration Law, Arab Convention on Commercial Arbitration, Final Executive Resolution, Dispute Resolution, DIFC, DIAC.*

INTRODUCTION

The issue of the E-ARB decision has a number of legal consequences, and the most important of which is immediately after the E-ARB suppressed and its execution after it is legally force. This is, even if there is new legal or factic evidence, the court will prevent revision in court, even if the court is not canceled. The first of these consequences is to inform the parties on the court decision, as this notice is the first procedure that begins the stage of the decision. There are two aspects to be discussed: reporting the decision and execution of the decision.¹

¹ <http://www.dubaichamber.com> for analytical data on investment and e-commerce in the UAE

The decision shall be submitted electronically and the parties shall be notified by the E-ARB provider or / and the arbitral tribunal. This "e-notification" provides information about the order of the decision and allows you to follow it voluntarily to follow it or prepare for it. Some national laws are no longer a problem or concern about decisions on arbitration,² and some countries such as e-notification and Wales are very liberal approach this. In accordance with the 55th (1996) of the English Arbitration Law (1) 55 (1), the parties claim that they may agree on the requirements for the decision.

DISCUSSION AND RESULTS

In this case, the arbitral resolution may agree notifying through an electronic arbitration or to be loaded on a safe platform that is open to them.

The UAE CPC is based on the rules for notifying the decision of the Arbitration Court,³ as an electronic notice still maintains the terms. remains. In addition, the UAE CPC provides the parties to the parties similar to the Law on Arbitration in 1996. For example, the UAE CPC Article 212 (5) regulates the arbitration:

"The decision of the arbitrators shall be reminiscent of the opinion of many, and the signs of the parties to the arbitration agreement, and the signatures of the issuance and signature of the issuance and display of the arbitrators. should be placed. If one or more of the arbitrators have refused to sign the decision to be indicated in it and in the event of a majority of the arbitrators, it is valid".

This must be done if the parties do not reach a different agreement, while the UAE may be easily performed through an electronic notification, along with the arbitral resolution should be given in Arabic.

The 212 (6) power of the CPC regulating the arbitration in the UAE is the following:

"If there is no other agreement between the side of the conflict, the decision will be in Arabic, otherwise its legalized translation must be attached during the application".

It is noted that these conditions in the UAE CPC can be easily implemented with an electronic notification of an electronic decision, and therefore in the current UAE legislation, there is no absolute problem with an electronic notification of an electronic decision. In addition, a small change should be made to the applicable legal

² *Majallah al-'Ālamiyyah al-Mutakhassisah bi' t-Tijārah al-Elektroniyyah wa' t-Tasawwuq 'Abra'l-Internet* [Global Journal for E-Commerce and Online Shopping], no.1, October/November 1999, p.22.

³ As-Sayyid 'Atiyyah 'AbdulWāhid, 'at-Tijārah al-Elektroniyyah Mushkilātuhā wa Mustaqbaluhā fi Daw' Tawseeyāt' ['E-Commerce: Its Problems and Future in Light of Expansions']. Global Commerce Conference, May 1998, College of Rights, Halwān University, 1999, p.121.

framework for the UAE to recognize an electronic notification of an electronic resolution. If the parties agree to this method of decisioning of the decision, this will be more important. In addition, the parties may also agree that the decision will be loaded on a safe platform that is open to all parties.⁴

The decision of the arbitral tribunal is open directly to cheat in front of the body or alternative organization that exalts it. Typically, the decision is protested in front of the country's issued country. In this case, if the causes of cancellation is determined, the judge shall revoke the decision of the arbitral tribunal decision to revoke the decision of the arbitral tribunal. As for the decision of the Arbitral Court in front of another state court, if the court provides for some reasons, then ordering the decision to recognize the decision and reject the decision.⁵

The parties to the dispute shall be based on the concept of full freedom of resolving the body where the procedure may be supplied to the appeal. In addition, these also means that the arbitral tribunal may agree to complain from the body who decides to another in the first instance. In the absence of their agreement, in this case, both sides are postponed to the provisions of the provisions of the arbitration proceeded by the protected arbitration proceeded by the arbitration discussion.⁶

This is done despite the most important and recognized provisions of the international arbitration, which does not provide a specific body for a specific body that may object to the specific body of arbitral tribunal.⁷

An example of this idea is brought from the Arab Convention on Commercial Arbitration, which is based on the Law of the Arbitral Center for termination of the Arbitral Council, if the law is found, require support for their cancellation. is allowed to do. Regulates the period that the legislature can apply for revocation.⁸

⁴ Isaeva, F., and M. Bakhramova. "How to develop a company in the uae? Pros and cons of different types of companies." *Journal of Advanced Research in Dynamical and Control Systems* 11.7 (2019): 915-921. https://scholar.google.com/citations?view_op=view_citation&hl=en&user=oTxyzXYAAAAAJ&cstart=20&pagesize=80&citation_for_view=oTxyzXYAAAAAJ:ufrVoPGSRksC

⁵ Salim, M. (2002) PhD Thesis: Impact of E-commerce on Business Values in Service Organisations; Department of Business Administration Faculty of Management Studies and Research Aligarh Muslim University; Aligarh (India)

⁶ Мошинур, Б. А. X, P. A. M. O. B. A. "ARBITRATION AND LITIGATION IN THE UAE: ADVANTAGES OF ARBITRATION IN COMPARISON TO LITIGATION." *ЮРИСТ АХБОРОТНОМАЦИ* 1.1 (2020): 134-139. <https://www.yuristjournal.uz/index.php/lawyer-herald/article/view/48>

⁷ One interviewee, with whom the researcher spoke, noted that a negative with E-Arb is the difficulties in knowing the identities of the parties, and also the concern in regards to identity security. Interview with "Noura" manager at the Islamic Bank of Abu Dhabi securities, September, 2015.

⁸ Mo Zhang, *International Civil Litigation in China: A Practical Analysis of the Chinese Legal System*. Available Online: http://www.bc.edu/content/dam/files/schools/law/lawreviews/journals/bcicl/25_1/02_TXT.htm Accessed 31 March 2015

The provisions of the International Chamber of Commerce determine the draft resolution to submit the draft arbitral tribunal and commit its obligation to decide after approval of the competent judicial court.

Therefore, under Article 24 of the Code under the "Final Executive Resolution":

- 1. The decision of the Arbitration Court shall be final.*
- 2. Both sides also entrust their disputes to the arbitration of the International Chamber of Commerce, and both are obliged to perform the decision without delay and cancel all the methods of complaining.*

It should be noted that international conventions force States Parties to what they meant, and the international rules of arbitration force not to comply with them. As for the reasons for appealing against arbitration decisions, national laws differ in the number of causes allowing complain. In general, the reasons for appealing the decisions of the arbitral tribunal can be divided into four categories:

1. Reasons for the decision: The decision of the Arbitration Court shall notice that the arbitral tribunal is not in accordance with the legislation or the implementation of the local land.⁹

2. Reasons for the jurisdiction of the arbitral tribunal: have the authority to verify the dispute and make a special decision. It is called if the dispute is not associated with the matters within the court. Thus, then the law of the place and the mandatory law of the arbitral tribunal shall be considered. It is possible to object to the decision made by the body.

3. Causes of arbitration and appropriate order: In this case, the appeal should be based on the fact that the task of the arbitral tribunal is based. These rules are included in the provisions that ensure the validity of the Arbitration Court and the provision of the rights of both parties. Do not notify the parties or not to be equal to both parties. The fact that court hearings or notifications do not provide a wide range

⁹ Bakhramova, Mokhinur. "THE ROLE AND IMPORTANCE OF ONLINE ARBITRATION AND ELECTRONIC DISPUTE RESOLUTION IN PRIVATE INTERNATIONAL LAW." *ТЕОРЕТИЧЕСКИЕ АСПЕКТЫ ЮРИСПРУДЕНЦИИ И ВОПРОСЫ ПРАВОПРИМЕНЕНИЯ*. 2021. https://scholar.google.com/citations?view_op=view_citation&hl=en&user=oTxyzXYAAAAAJ&citation_for_view=oTxyzXYAAAAAJ:zYLM7Y9cAGgC

of access to inquiries and petitions to protect the right to protect parties.¹⁰ This is universally in international conventions to protest the arbitration permission.¹¹

4. Reasons for violation of public policy principles: international rules and decision on the basis of the principle of national legislation and the national legislation were agreed to reverse, not recognizing and not performed.¹² The court shall decide whether it is reasonable or not valid in the opposition of public policy.

According to UAE CPC 217 (1), the parties are not eligible to appeal the decision adopted in the UAE area. However, the parties may object to the ratification of the decision, i.e., when the successful party tried to perform the decision in front of local courts. Grounds for objection to the decision of the United Arab Emirates usually limited to the arbitral agreement and cases similar to the arbitration procedure, which are similar:

- If there are an arbitral agreement and jurisdiction of the court, for example, the decision was issued without the real arbitral agreement, formed by non-arbitration agreement or to agree to arbitration. in cases where there is unresolved.

- if the arbitrators have deficiencies against the court, such as the court, or some arbitrators have been issued by arbitrators that do not meet the decision and without their permission; or

- There are also other procedural defects, such as the subject of the dispute, or the decision accepted in the arbitration, such as not respecting the relevant procedural rights If the decision is in other way.¹³

First of all, to start the debate on the arbitral decision by entering the arbitral and decisive decision on the "Mandatory and Crucified Procedure on the Dispute Resolution". Later, the discussion was later focused on making e-insurance decisions, and, as noted, the parties to the dispute agree to agree to the Arbitration are decided by the court decision. Although this is difficult to apply to public policy of certain states, it is guaranteed by the "theory of delocalization." The submitted solution

¹⁰ This theory is related to French and Egyptian jurisprudence, see 'AbdulHameen Abū Hayf, *Turuq ut-Tanfeedh wa't-Tahaffudh fi'l-Mawād il-Madaniyyah wa't-Tijāriyyah* [Enforcement Methods and Preservation in Civil and Commercial Articles]. 1923, 137, p.922; transmitted from Mahmood as-Sayyid 'Umar at-Tahyawī (Alexandria: Dār ul-Matbū'āt al-Jāmi'iyyah, 2003), p.259.

¹¹ Gordon Blanke, 'Public Policy in the UAE: Has the Unruly Horse Turned into a Camel?' *Kluwer Arbitration Blog*, 14 October 2012: <http://kluwerarbitrationblog.com/blog/2012/10/14/public-policy-in-the-uae-has-the-unruly-horse-turned-into-a-camel/>

¹² Bakhramova, Mokhinur. "E-Arbitration and Its Role in Modern Jurisprudence." *Journal of Ethics and Diversity in International Communication* 1.8 (2022): 15-20. <http://openaccessjournals.eu/index.php/jedic/article/view/960>

¹³ Lemenda Trading Co. v. African Middle East Petroleum Co., [1988] QB 448 (High Court England): Cited in Kronke, H. (2010) Recognition and Enforcement of Foreign Arbitral Awards: A Global Commentary on the New York Convention; Kluwer Law InternaMonal (p. 373)

suggests reviewing the E-ARB as an electronic agreement and thus recognizes that the United Nations is immediately recognized under the mandate of the Convention on the Use of Electronic Relations. The section then included the requirements for the issuance of E-ARB, and, even if the parties are forced to the arbitration and disapproving without coercion, they have identified that the decisions were binding. At the same time, the parties may complain to ordinary courts on decisions in accordance with certain legislation.¹⁴

The E-ARB decision indicate that there are problems with the execution of the E-ARB after the decision. Thus, the main process of arbitration, for example, was introduced by methods of protecting the decision of the Arbitration Court of the Arbitration Court of Authorization, the authorities of the e-mail.

The final aspect of the E-ARB process was provided with the ability to implement the Arbitral resolution against the UAE legislation and the 1958 New York Convention. It is noted that there are two local / national or foreign sources. Although the local / national decision was introduced by the state, foreign decisions depend on the state's loyalty and partnership and the disputed issue, which is supported by the "theory of delocalization". Even if the New York Convention supports the implementation of foreign decisions, it recognizes that the states should decide their domestic policies themselves.

CONCLUSION

In conclusion, the UAE courts did not act with clear sympathy and consent in the implementation of local or foreign arbitration decisions.¹⁵ They can also refuse to recognize and execute decisions for technical reasons.

However, the demand for ratification of the UAE CPC is excluding foreign decisions and continues to require ratification of the UAE courts. A foreign arbitration decision must be submitted to the local court and approve it, which can revise the essence of the decision. Using their thoughts, the New York Convention has nothing to do not affect electronic decisions, as it corresponds to the process of final, compulsory and the specified procedure as an indicator of the final.

In addition, electronic decisions can be considered local, international or foreign. The New York Convention does not require that the Arbitration's decision is signed

¹⁴ Karim J. Nassif, 'Note on Arbitration Under UAE Law' in *DIAC Journal*, vol.3, Special Edition 2, April- December 2009.

¹⁵ Dubai Court of Cassation, Petition no.10, 1995, *Majallat ut-Tashrī' wa'l-Qadā'* [Journal of Legislation and Judgement], no.6; Dubai Court of Cassation, Petition no.173, 1996, *Majallat ut-Tashrī' wa'l-Qadā'* [Journal of Legislation and Judgement], no.8, p.181

by the arbitrators, the electronic decision that is the digital signatures of arbitrators can be considered a valid arbitral resolution. Thus, by recognizing the electronic procedures with arbitration, the New York Convention shall be able to find its place in a comfortable decision within the UAE legislation. Looking at the future, the latest trends in Dubai and show that the courts have ignored the small technical requirements of UAE CPC and have begun to implement decisions.¹⁶

From the point of view of this study, the UAE is the development of E-ARB as the developed state shows that it adapts to the requirements for becoming a global center in accordance with its cultural, social and economic development. The legislature reflects the growth of each layer of society and with the development of IT, new laws reflect its participation in society almost anywhere in society. This means that in addition to the Global Consumer base, which includes the UAE, and the UAE legislature develops to meet the requirements of this process, as its consequences are always clear.

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¹⁶ Interview with Dr. Al-Wāthiq 'Attā Al-Manān, Professor of commercial Law, October 2015.

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