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# Electronic Arbitration as an Alternative Solution for Resolving E-Commerce Disputes

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**Abstract:**
E-commerce has witnessed significant development as more and more people have turned to conducting transactions online due to the ease of remote transactions. Electronic arbitration is currently considered an important and necessary guarantee as it effectively settles disputes that may arise between remote traders. This is due to the advantages it offers over traditional methods, particularly in terms of speed and confidentiality.
**Keywords:** electronic arbitration, arbitrator, disputes, electronic arbitral award.

**Introduction:**

There is no doubt that the use of the international information network has paved the way for new mechanisms suited to such applications[1]. Indeed, the world has witnessed significant developments in the fields of media and communication in the current century, particularly with the widespread adoption of the internet and its prevalence across various domains, especially in e-commerce.

The continuous increase in such transactions has led to a rise in disputes between contracting parties, necessitating the search for rapid and secure means of resolving these disputes. Initially, recourse was made to ordinary courts; however, due to the complexity and length of their procedures, many alternative methods were adopted, including arbitration. In this context, disputing parties resort to arbitration because it is simpler and faster than ordinary judicial proceedings.

However, over time, the growing volume and speed of electronic transactions has created a need for a mechanism capable of resolving such disputes even faster. In practice, parties can now carry out numerous commercial transactions in a matter of minutes. With a single click or by sending an acceptance text message, the parties are deemed to have concluded the agreement, provided it includes all the elements recognised in civil contracts under Article 59 of the Algerian Civil Code.

[1]- R. Amousou-Guenou, 'The Emergence of a Need for Speed: The Response of Modern Legislation Relating to Arbitration, National Courts and States', in International Chamber of Commerce, Liber Amicorum Michel Gaudet, p. 158.

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In light of this, the need for a faster and more flexible means of adjudication emerged. Thus, the concept of an 'electronic court' operating in the digital space was conceived, mirroring the way in which contracts are formed. Such adjudication would take place online, eliminating the need for the physical presence of the parties, particularly given the expansion of the scope of commercial dealings. In this way, e-commerce has become open to the entire world. Consequently, disputes may arise between parties from different countries, making it difficult for the conflicting parties to meet in a single location, whether before ordinary courts or well-known international arbitration centres.

Therefore, a method of resolving disputes remotely was required, without either party having to appear before the arbitral tribunal in person. This is precisely what electronic arbitration embodies. Indeed, through this mechanism, the parties can be heard via electronic means, such as satellite communications.

So, what is electronic arbitration? What specific characteristics distinguish it from ordinary arbitration?

To address this problem, we took a descriptive approach to clarifying certain concepts related to electronic arbitration. We also adopted a comparative analytical approach, examining and comparing specific legal provisions and articles.

We divided this study into two sections. The first section addresses the concept of electronic arbitration as an alternative dispute resolution method for e-commerce, as well as the procedures of electronic arbitration.

## Section One: Electronic Arbitration as an Alternative Solution for E-Commerce Disputes

The recent and notable increase in e-commerce activity has attracted considerable attention and resulted in an increase in disputes in this field. This has led to the search for ways to resolve disputes electronically[2].

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[2]- Many jurisprudential definitions of electronic commerce have been provided by scholars. Some focus on the means used in this commerce. Others have defined it as an agreement in which offer and acceptance meet on an open international network for remote communication by audible and visible means thanks to interaction between offeror and offeree. Sadeqi Saadaoui, E-commerce Contracts, 1st edition, Dar Al-Khaldounia, Algeria, 2008, p. 120.

Some define it as follows: 'a process of promoting and exchanging goods and services, and completing transactions remotely using communication and information technology, particularly the international information network, without the parties needing to meet in person, provided that the reciprocal obligations can be performed electronically or in a tangible and concrete physical manner'.

Khaled Mamdouh Ibrahim, Formation of the Electronic Contract, first edition, Dar Al-Fikr Al-Jamii, Alexandria, 2006, p. 72.

As for the World Trade Organization, it has defined electronic commerce as follows: 'The production, marketing, sale and distribution of products through a communications network' (Hammoudi Mohammed Nasser, The International Electronic Contract Concluded via the Internet, first edition, Dar Al-Thaqafa for Publishing and Distribution, Amman, 2012, p. 63).

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Given the advantages of speed and flexibility that characterise electronic commercial contracts, as well as the slowness often associated with ordinary arbitration proceedings, there was a need to find an approach that aligns with the nature of these contracts.

From this standpoint, it became necessary to search for a parallel method, in line with the principle of the equivalence of forms and jurisdictions, to address such disputes. It is in this context that the idea of electronic arbitration — or network arbitration — emerged[3].

**First requirement: Definition of electronic arbitration**

Arbitration is an agreement to submit a dispute to one or more specific persons in order to resolve it outside the framework of ordinary courts[4].

It can also be defined as a contractual alternative to national courts, whereby parties from different countries resolve their commercial disputes through neutral arbitrators (experts). These arbitrators issue a final, binding decision.

The essential concept remains the same with regard to the difference between electronic and ordinary arbitration; there are no substantial points of divergence. The principal distinction lies in the means employed. In electronic arbitration, the hearing is conducted electronically, with no reliance on paper or written records in the traditional sense and no physical attendance by the parties. Even arbitral awards can be obtained electronically, digitally signed and ready for issuance[5].

Many scholars have provided definitions of electronic arbitration. Some describe it as an agreement between two or more people to submit any disputes arising between them to a neutral third party via electronic means[6].

Others define it as a special form of consensual justice based on the will of the parties involved, aimed at resolving disputes arising from—or that may arise in the future from—contractual relationships, whether commercial or otherwise, through electronic procedures[7].

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The European Union has defined electronic commerce as follows: 'All activities carried out by electronic means, whether between business enterprises and consumers, or between each of them separately, and governmental administrations.' Amer Mahmoud Al-Kaswani, Trade through Computers, first edition, Dar Al-Thaqafa for Publishing and Distribution, Amman, 2008, p. 8.

- The Algerian legislator did not define electronic commerce, but rather referred to electronic means in relation to electronic writing and its place within the rules of evidence in Articles 323 bis and 323 bis 1 of the Algerian Civil Code. Therefore, the Algerian legislator should issue a law related to electronic commerce that includes a definition of it. Order 07_05, dated 13 May 2007, amends Order No. 75_58, corresponding to 26 September. This order is published in Official Gazette No. 78, dated 30 September 1975, and contains the Civil Code.

[3]- Zahra Ben Said, The Legal System of Electronic Commerce Contracts, Dar Houma for Publishing and Distribution, Algeria, 2012, p. 137 et seq.

[4]- Hafida Sayid Haddad, A Concise Treatment of the General Theory of International Commercial Arbitration, Dar Al-Halabi Legal Publications, Damascus, 2004, p. 44.

[5]- Mohammed Amin Al-Roumi, The Legal System of Electronic Arbitration, Dar Al-Kutub Al-Qanouniya, Egypt, 2008, p. 91.

[6]- Issam Abdel Fattah Mutr, Electronic Arbitration, Dar Al-Jami'a Al-Jadida for Publishing, Alexandria, 2009, p. 42.

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The following characteristics of electronic arbitration can be drawn from the above definitions:

- Electronic arbitration is a method of resolving e-commerce disputes using electronic media.
Electronic arbitration is founded on the electronic consent of the disputing parties.
- Disputes are resolved through electronic means, such as email, video meetings or arbitration platforms.
- Electronic arbitration is characterised by greater speed compared with ordinary arbitration.
- The costs of electronic arbitration are considerably lower than those of ordinary arbitration.
- There is a heightened need for cybersecurity, as electronic arbitration requires adequate protection for data and communications against the risk of hacking.

It can therefore be said that electronic arbitration reflects the parties' intention to settle their commercial disputes electronically, without recourse to ordinary national courts, with all or at least some stages carried out remotely[8].

**Second requirement: The advantages and characteristics of electronic arbitration**

Electronic arbitration is distinguished by features that set it apart from traditional arbitration. These will be detailed as follows:

**First Branch: Advantages of Electronic Arbitration**

Based on the foregoing definitions of electronic arbitration, it can be said that electronic arbitration does not differ fundamentally from traditional arbitration, except in terms of the method by which arbitration procedures are carried out in a virtual environment. Traditional paper and written records are not used, nor is physical attendance by the parties required. Furthermore, arbitral awards can be obtained electronically and digitally signed.

In other words, the means employed constitute the principal distinction between the two types of arbitration. Electronic arbitration is conducted via the internet and other modern communication technologies, such as computers, mobile phones and fax machines.

It is based on the parties' agreement to resolve any disputes that may arise between them through this mechanism. Such an agreement is usually made electronically by exchanging electronic messages between the parties and the electronic arbitration bodies or centres that carry out their activities via the internet[9].

**Second branch: Characteristics of Electronic Commercial Arbitration**

The characteristics of arbitration can be summarised as follows:

- Increased and encouraged investment: The simplicity and speed of electronic arbitration procedures enhance their attractiveness, leading to greater use as an alternative means of

[7]- Khaled Mamdouh Ibrahim, Electronic Arbitration in International Trade Contracts, 1st edition, Dar Al-Fikr Al-Jami'i, Alexandria, 2008, p. 248.

[8]- Jaafar Dhib Al-Maani, Electronic Arbitration and the Role of Domestic Courts in Activating It, PhD in Private Law, 1st edition, Dar Al-Thaqafa for Publishing and Distribution, Jordan, 2014, p. 13.

[9]- Jaafar Dhib Al-Maani, Electronic Arbitration and the Role of Domestic Courts in Activating It, PhD in Private Law, 1st edition, Dar Al-Thaqafa for Publishing and Distribution, Jordan, 2014, p. 13.

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settling various disputes electronically, including between parties located in different places. This, in turn, contributes to increased investment and encourages it.

- Confidentiality: Electronic arbitration is also confidential, similar to ordinary arbitration. The fact that arbitral correspondence and procedures are conducted electronically makes them more difficult to access.

This helps create a suitable and favourable environment for commercial investment[10].

- Speed in resolving disputes: One of the most important distinguishing features of electronic arbitration is the speed with which disputes are resolved, particularly in an electronic context. Once the arbitration tribunal and the parties have agreed on the time of a remote hearing, the dispute can be resolved and an arbitral decision can be made. By contrast, ordinary arbitration requires agreement on the time and place for the meeting of the arbitral tribunal and the parties, which slows the process. In my view, this advantage strongly supports electronic arbitration.

-Reducing costs: Traditional arbitration is characterised by numerous expenses and costs, including the fees of the arbitral tribunal, travel expenses (especially if the parties are located in different countries to the seat of arbitration) and other administrative costs. These costs are either not incurred or are significantly reduced in electronic arbitration. In electronic arbitration, the arbitral tribunal and the parties do not need to travel since the commercial contract was concluded electronically and any disputes arising from it are resolved electronically. It is therefore preferable for dispute resolution to be conducted electronically, enabling the parties to exchange documents via the internet and reducing overall costs compared with ordinary arbitration[11].

It is also worth noting that electronic commercial contracts help to avoid or reduce disputes regarding the legal validity of the contracts or difficulties in determining the applicable law and identifying the competent court under ordinary judicial procedures, which would otherwise require referral to the relevant authority.

Furthermore, an electronic arbitral tribunal may apply rules that serve interests beyond those laid down by the domestic legislator or the law of the other party. These rules may also take into account commercial usage within particular branches of commerce[12].

Electronic commerce and commercial arbitration are governed by a set of international agreements and laws. The most important of these are the 1997 UNCITRAL Model Law on Electronic Commerce, the 2001 UNCITRAL Model Law on Electronic Signatures, and the United Nations Convention on the Use of Electronic Communications in International Contracts (2005).

Various arbitration regulations are also relevant, including the Rules of the International Court of Arbitration (the Arbitration Court Rules) and the “Virtual Judge” arbitration system,

[10]- Hicham Bachir, Electronic Arbitration: Advantages and Disadvantages', previous reference, pp. 1–3.
[11]- Hicham Bachir, Electronic Arbitration: Advantages and Disadvantages, previous reference, pp. 1, 3.
[12]- Issam Abdel Fattah Mutr, Electronic Arbitration, Dar Al-Jami‘a Al-Jadida, Egypt, 2009, pp. 54–55.

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which aims to provide users of information networks with a quick, neutral and cost-effective means of resolving disputes by resorting to arbitration.

There are also systems such as the arbitration and mediation centre affiliated with the World Intellectual Property Organization (WIPO/OMPI)[13].

**Section Two: Electronic Arbitration Procedures**

The process begins with an arbitration agreement between the parties to a commercial investment contract. This agreement should specify the applicable law in the event of a dispute arising, or being likely to arise. It is also necessary to determine the arbitral tribunal. These points will be addressed below.

**First requirement: The Electronic Commercial Arbitration Agreement and Determining the Applicable Law**

**First branch: The Electronic Arbitration Agreement**

Electronic arbitration procedures commence upon the conclusion of the arbitration agreement, which plays an essential role in the arbitration process.

This agreement may be concluded in writing, verbally or by any other means, and is intended to resolve an existing dispute or a dispute that may arise in the future regarding a legal relationship, whether contractual or non-contractual. The dispute is referred to one or more specified persons who will decide it in place of the competent court[14].

Article 7 of the 1985[15] UNCITRAL Model Law defines an arbitration agreement as an agreement between parties to a contractual or non-contractual relationship, whereby they agree to refer all or certain disputes that have arisen or may arise between them to arbitration. For the agreement to be binding, it must be in writing, either as an arbitration clause or as a separate arbitration agreement.

Based on this definition, the scope of the agreement covers all or some specific disputes relating to a particular legal relationship.

The legal nature covers both contractual and non-contractual disputes.

Formal requirement (writing): in electronic arbitration, the arbitration agreement must be in writing. This writing may take electronic form, such as an email, electronic message or fax.

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[13]- Ahmed Awd Indi, 'The Award in Electronic Arbitration', Legal and Economic Journal, Faculty of Law, Alexandria University, Issue 2, 2009, p. 51.

[14]- Ibrahim Najib Saad, The Arbitration Agreement, Dar Al-Jami'a Al-Jadida, Egypt, 1992, p. 30.

[15]- The UNCITRAL Model Law on International Commercial Arbitration (1985) was adopted by the United Nations Commission on International Trade Law (UNCITRAL) on 21 June 1985. The aim of this Model Law is to help states reform and modernise their arbitration procedures to take into account the special features and needs of international commercial arbitration. It covers all stages of the arbitration process, from the arbitration agreement and the formation of the arbitral tribunal and its jurisdiction to the scope of the court's intervention and the recognition and enforcement of the arbitral award. It embodies a worldwide consensus on the main aspects of international arbitration practice after being accepted by states from all regions and legal or economic systems worldwide. UNCITRAL also adopted amendments to Articles 1(2), 7 and 35(2) on 7 July 2006.

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An arbitration agreement is also considered to exist when the contract incorporates, by reference, a document containing an arbitration clause — for example, a document such as an FIDIC contract or the rules of arbitration centres — since such incorporation effectively governs the contractual relationship.

It can therefore be concluded that an arbitration agreement, whether an arbitration clause agreed upon in advance or a submission agreement in the form of an electronic clause, is concluded electronically and must be made through electronic means. This process typically occurs once a dispute arises between the contracting parties electronically.

**Second branch: Applicable Law to the Electronic Arbitration Agreement**

As mentioned previously, the will of the parties involved governs an arbitration agreement. While it is binding upon them, several issues concerning the provisions of the agreement may arise in practice that require interpretation and thus necessitate the application of a specific law.

Since most legal systems permit arbitration, whether ordinary or electronic, they have also allowed the parties to choose the applicable law in light of the principle of freedom of contract.

If the arbitration is domestic and national, it is generally straightforward to determine the applicable law because recourse is typically made to the national law[16].

The problem arises when the arbitration is international, meaning the parties have different nationalities and come from different countries. In this situation, international legal scholarship generally presents two approaches:

1) applying the law of the parties' will (lex voluntatis), or

2) applying the law of the arbitration agreement (lex arbitri/the law governing the arbitration agreement and its implementation).

The law referred to here is the substantive law that governs the dispute. The arbitrators must base their award on this law. This means that the parties must identify the applicable law, which the arbitrators should then apply when examining the dispute. If the parties have not agreed on a specific law to govern the proceedings in the arbitration agreement or a separate agreement, the arbitrator or arbitral tribunal will choose the applicable law at their discretion. They also have the right to draw on arbitral precedents. This implies that the arbitrator has broad discretionary power to select the most suitable and closely connected law.

Accordingly, in international commercial contracts, the parties must ensure that the applicable substantive law is specified in accordance with their choice. When drafting an arbitration clause, it is also advisable to avoid any inconsistency between the clause and the applicable law provided for in the contract.

The parties must also bear in mind that the principle of separability (independence) of the arbitration agreement means accepting the possibility that the arbitration agreement may be

[16]- Issam Abdel Fattah, FIDIC Contracts, Dar Al-Jami'a Al-Jadida for Publishing, Egypt, 2009, p. 447.

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subject to a different legal regime to that governing the contract itself. This is because the parties may choose different laws to govern the contract and the arbitration agreement respectively.

This choice of law may be either express or implied, and grants the parties the right to replace the previously chosen law with another[17].

**Third Section: Composition of the Arbitral Tribunal**

In arbitration, the arbitrators are selected according to the parties' wishes. Accordingly, it can be said that there is a certain degree of familiarity or closeness between the arbitrators and the parties. Furthermore, the arbitrators are paid by the parties and apply the law or rules agreed upon by them, even if they are not fully familiar with the law in advance.

This differs from ordinary judicial proceedings. In court, the judge is appointed by a higher judicial authority, so the parties have no role in choosing the judge. Instead, they only become acquainted with the judge during the adjudication of the case. The judge is a public official within the state.

In arbitration, the arbitral tribunal has broad powers to make a decision. It may apply the rules it deems appropriate to resolve the dispute. Unlike in state courts, where the judge is compelled to apply the applicable legal rules, the tribunal may use principles of justice as a solution to the parties' dispute.

The arbitral tribunal's decision is final and cannot be appealed or challenged unless the parties have agreed otherwise. Furthermore, the tribunal generally resolves disputes within a short period; at some arbitral institutions, this timeframe may be less than two months. This principle of speed is also reflected in electronic arbitration[18].

The arbitral tribunal must adhere to a set of principles, including:

- Respecting the fundamental principles of adjudication when carrying out its duties.
- Ensuring equality between the parties to the dispute.
- Safeguarding the right of the parties to be heard and to have their case adjudicated.
- Allowing the parties to present any statements or submissions they wish.

The composition of the arbitral tribunal shall be agreed by the parties, whether consisting of a single arbitrator or more than one. If the parties cannot agree on the number of arbitrators, there shall be three. Where there are multiple arbitrators, the number must be odd; otherwise, the arbitration shall be void[19].

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[17]- Salih Abdullah Bin Ataf Al-Owaifi, Legal Principles in Drafting International Trade Contracts, Dar Al-Nashr Al-Jadida, 1998, pp. 380, 368.

[18]- Seif Eddine Ilyas Hamdatou, 'Electronic Arbitration', Journal of Legal Sciences, Issue 3, June 2011, pp. 68–69.

[19]- Salih Abdullah Bin Ataf Al-owaifi, previous reference, p. 380 et seq.

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### The Second Requirement: The Award in Electronic Arbitration and Its Enforcement

#### First Subsection: The Award in Electronic Arbitration

The arbitral award is issued one month after the conclusion of the hearings and completion of all procedures, unless exceptional circumstances prevent this.

As a matter of necessity, the arbitral award must be in writing. This requirement is confirmed in the first and fourth paragraphs[20] of Article 31 of the UNCITRAL Model Law (1985), as amended in 2006. This position was reinforced by the U.S. Electronic Signatures[21] Act of 2000 with regard to the evidentiary value (admissibility and probative effect) of electronic records and electronic signatures. It is sufficient for the requirements for majority approval to be met, provided the award is signed by the chairperson and members[22]. If the refusal is not unanimous, the member who refuses to approve the award is also identified[23].

If a majority is not achieved, the chairperson of the arbitral tribunal issues the award or order alone, as though the dispute were decided by a sole arbitrator, unless the parties agree otherwise[24].

The draft Electronic Commerce Law of 2001 further provided that: 'An electronic signature is considered a signature under the law of evidence and has the same legal value as an ordinary signature, provided it meets the conditions, formalities and requirements set out in the law and its associated regulations.'

Moreover, Article 14 of Electronic Signatures Law No. 15 of 2004 states:

'Within the scope of commercial, civil and administrative transactions, an electronic signature shall have the same evidentiary value as an ordinary signature under the law of

[20]- Article 64 of the Regulations of the WIPO Arbitration and Mediation Center: (b) The arbitral award shall be made in writing and shall indicate the date of its issuance, as well as the place of arbitration in accordance with Article 38(a)…

[21]- Article 31 of the UNCITRAL Arbitration Rules, amended in 2006, provides that:

Paragraph 1: 'The arbitral award shall be made in writing and signed by the arbitrator or arbitrators. In arbitration proceedings in which more than one arbitrator participates, it is sufficient if it is signed by the majority of all members of the arbitral tribunal, provided that the reason for the absence of any signature is stated...'

Paragraph 4: After issuance, the award shall be delivered to each party with a signed copy by the arbitrators, in accordance with Paragraph 1 of this Article.

[22]- Article 29 of the UNCITRAL Arbitration Rules (1985), as amended in 2006, states:

'In arbitration proceedings in which more than one arbitrator participates, any decision of the arbitral tribunal is made by a majority of all its members, unless the parties agree otherwise. Decisions on procedural matters may be issued by the presiding arbitrator if authorised by the parties or all members of the arbitral tribunal.'

[23]- Issam Abdel Fattah Mutr, Electronic Arbitration: Its Nature, Mechanisms and Procedures in the Settlement of Disputes of Electronic Commerce, Trademarks and Intellectual Property Rights, Dar Al-Jami'a Al-Jadida, Alexandria, 2009, p. 487.

[24]- Article 63 of the WIPO Arbitration and Mediation Center Regulations:

'In the event that there is more than one arbitrator, the arbitral tribunal shall make any decision, award, order or other decision by a majority, unless the parties have agreed otherwise. In the absence of a majority, the arbitrator who chairs the arbitral tribunal shall issue the award, order or other decision as if acting as a sole arbitrator.'

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evidence in civil and commercial matters, provided that the conditions set out in this law and the technical and professional controls determined by the implementing regulations of this law are observed in its creation and completion.'

The arbitral award must include the following:

- The date and place of issuance of the award[25].
- The fees of the arbitrators and experts, as well as all other expenses incurred in the arbitration process, in accordance with Article 71 of the UNCITRAL Arbitration and Mediation Rules (as referenced in the text).

The arbitral tribunal shall provide the arbitral institution with the award in order for it to be served to the parties[26], thereby making it binding upon receipt[27].

**Second Subsection: Enforcement of the Electronic Arbitral Award**

Article 66 of the UNCITRAL Arbitration and Mediation Rules states that:

(a) By accepting arbitration under these rules, the parties undertake to comply with the arbitral award without setting it aside. They also waive their right to appeal or bring a case before any court or other judicial authority, provided that such a waiver is permitted and valid under applicable law.

(b) The arbitral award shall be enforceable and binding upon the parties as of the date on which it is communicated to them by the institution.

Accordingly, in order for the competent court to grant enforcement of the electronic award, certain procedures must be followed. This is because the arbitral award is binding regardless of the country in which it was issued and is enforced upon the submission of a written request to the competent court. The party relying on the arbitral award must submit the original

[25]- Article 31/3 of the UNCITRAL Arbitration Rules (1985), as amended in 2006:

'...the award shall indicate the place of arbitration and shall be considered to have been issued from that place.'

The effect of considering the award as issued from the place of arbitration is to confirm that the issuance of the award constitutes a legal act that does not necessarily correspond to a single actual event in practice.

Just as arbitration proceedings cannot be carried out in the designated place ('legal place of arbitration'), an arbitration award can be reached through deliberations conducted in different places, by telephone or by correspondence. Moreover, the arbitrators are not required to sign the award in person.

Article 43 of the UNCITRAL Arbitration Rules, as amended in 2006, states the following:

'The arbitral award must be issued in writing and must indicate its date. It must also state the reasons on which it is based, unless the parties have agreed otherwise, or unless the award has been issued on agreed terms (i.e. an award that records provisions for an amicable settlement reached by the parties). The Model Law does not require proof of dissenting opinions or notification of them.

[26]- The fourth paragraph of Article 31 of the UNCITRAL Arbitration Rules (1985), as amended in 2006, provides that:

'After the award is issued, a copy signed by the arbitrators is delivered to each of the parties in accordance with Paragraph 1 of this Article.'

[27]- The first paragraph of Article 35 of the UNCITRAL Arbitration Rules (as amended in 2006) provides that: 'The arbitral award is binding regardless of the country in which it was issued and is to be enforced upon a written request submitted to a competent court taking into account the provisions of this Article and Article 36.'

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award or a certified copy of it. If the award was issued in a language other than that of the enforcing state, the latter may require the party in whose favour the award was rendered (or the award holder) to provide a translation[28].

For the competent court to grant the enforcement formula for the electronic award, the electronic arbitral award must have evidentiary value, meaning it must be authenticated and documented as previously explained.

The award must also be issued in document form, and the original or a copy may be deposited with the registry of the competent court[29].

Furthermore, there must be a written arbitration clause or agreement.

Finally, the award must not violate public policy (ordre public), i.e. it must not contravene public order or public morals in the state where enforcement is sought.

**First: steps to obtain the enforcement formula**

To enforce the award, the following procedures must be carried out:

- Filing with the competent court by submitting a request to the court responsible for the place of enforcement to issue an “order for enforcement”.

Attach the required documents to the request, namely:

(a) The original electronic arbitral award or a copy thereof;

(b) A copy of the arbitration agreement (the arbitration clause or the contract containing it);

(c) A certified translation into the language of the competent court[30].

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[28]- This is what Article 35 of the UNCITRAL Arbitration Rules provides.

[29]- Article IV of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, concluded in New York on 10 June 1958, states that:

1. In order to obtain the recognition and enforcement mentioned in the preceding Article, the party requesting recognition and enforcement must submit the following with the application:

(a) The original copy of the award, certified in accordance with the relevant procedures, or a copy that meets the necessary conditions to become official.

(b) The original copy of the arbitration agreement referred to in Article 2, or a copy that satisfies the necessary conditions to become official.

2. If the award or arbitration agreement is not in the official language of the country in which recognition and enforcement are sought, the party requesting such recognition and enforcement shall submit a translation of the documents into that language. This translation must be certified by an official or sworn translator, or by a diplomatic or consular officer.

[30]- This was confirmed by Article 4 of the New York Convention.

'In order to obtain the recognition and enforcement mentioned in the preceding Article, the party requesting recognition and enforcement must submit, together with the application,

(a) the original copy of the award, certified in accordance with the relevant procedures; or

(b) a copy of the award that satisfies the necessary conditions to become official.

(b) The original copy of the arbitration agreement referred to in Article 2, or a copy that satisfies the necessary conditions to become official.

If the award or the arbitration agreement is not in the official language of the country in which it is being invoked, the party requesting recognition and enforcement must submit a translation of the documents into that

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The court's decision: the competent judge reviews the award both formally and substantively to ensure that it is free from grounds for nullity, and then orders that the enforcement formula be affixed to it.

Second: compulsory (forced) enforcement

Once you have obtained the enforcement order from the judge, the award becomes enforceable in the same way as ordinary court judgements. At this point, the electronic arbitral award can be enforced using the standard legal execution mechanisms (e.g. attachment and seizure procedures, if applicable).

- Submit the enforcement instrument to the judicial record office or the execution (enforcement) department in order to carry out attachment of the debtor's property and funds.

Initiating compulsory execution procedures to recover the monetary or in-kind rights included in the award.

Third: grounds for refusing recognition or enforcement of the electronic arbitral award

As a general rule, and based on several legal provisions, an arbitral award is binding. Therefore, recognition and enforcement of any arbitral award may not be refused, regardless of the country in which it was issued, except in exceptional cases, which are as follows:[31]

(a) Upon the request of the party against whom the award is invoked and provided that they submit evidence to the competent court proving that:

- the party to the arbitration agreement referred to in Article 7 of the UNCITRAL Model Law (1985), as amended in 2006, lacked capacity, or the arbitration agreement was invalid under the chosen governing law, or if none was indicated, under the law of the country where the award was made; or
- the party against whom enforcement is sought was not properly notified of the appointment of the arbitrator(s) or of the arbitration proceedings; or
- the party against whom enforcement is sought was unable, for other reasons, to present its case.

The award concerns a dispute not contemplated by or covered by the arbitration agreement or includes decisions on matters beyond the scope of the arbitration agreement. However, if the decisions relating to matters outside the scope can be separated from those within it, recognition and enforcement may be granted for the part that falls within the scope.

- the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties, or, in the absence of such an agreement, was not in accordance with the law of the country where the arbitration took place.

(b) The award has not yet become binding on the parties, or has been set aside or suspended by a court in the country where the award was made or under the relevant legislation.

(b) If the court determines that:

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language. This translation must be certified by an official or sworn translator, or by a diplomatic or consular officer.'

[31]- See Article V of the New York Convention.

- the subject matter of the dispute is not capable of settlement by arbitration under the laws of that state; or

Recognition or enforcement of the award would contravene the public policy of that state.

(c) If an application to set aside or suspend the award is made to a court referred to in paragraph (5) of this article, the court considering the request for recognition or enforcement may adjourn its decision if it deems it appropriate. It may also, at the request of the party seeking recognition or enforcement, order the other party to provide suitable security[32].

**Conclusion**

In conclusion, electronic arbitration does not differ substantially from ordinary arbitration, except for the medium used at the various stages of the arbitration process. While traditional arbitration relies on face-to-face methods, electronic arbitration uses electronic means throughout the process, from the conclusion of the arbitration agreement to the issuance of the arbitral award.

As internet use spread and commercial contracts were concluded at a distance, the idea of resolving disputes electronically also gained ground. This led to the emergence of electronic arbitration, where procedures are carried out via electronic communication networks, eliminating the need for physical presence. The online environment therefore brings together multiple contracting parties from different countries. Numerous transactions can be carried out with a single click, helping people from various regions of the world to avoid the trouble and costs of travel, as well as the difficulties involved in agreeing on a specific place for contracting — particularly when the contract involves multiple parties from different countries. Consequently, there has been a growing need to provide an effective mechanism for resolving electronic disputes within the digital landscape, making electronic arbitration an increasingly necessary solution. Its importance is especially evident in its speed, which is consistent with the nature of electronic commerce.

In electronic arbitration, the parties are not required to travel from one country to another or appear in person before the arbitrators. Instead, all stages of electronic arbitration, including the rapid issuance of the arbitral award, can be conducted through electronic channels.

This study therefore presents a set of findings and offers a number of recommendations.

**Results**

Electronic arbitration is not significantly different from traditional arbitration: it includes the same stages and is governed by the same rules and safeguards. The only distinguishing feature is the medium used, which gives electronic arbitration its particular nature and specificity.

The arbitration agreement in electronic arbitration is not different from the traditional arbitration agreement. It has the same substantive conditions and formal requirements. The

[32]- See also Article 36 of the UNCITRAL Arbitration Rules, as amended in 2006.

only difference is that electronic arbitration agreements are in electronic form, such as electronic writing, email, fax, messenger messages, WhatsApp, Viber and Instagram.
- Arbitral institutions have contributed to establishing the foundations of electronic arbitration and promoting its practice. These include bodies such as the International Centre for Settlement of Investment Disputes (ICSID), the Cairo Regional Centre, the Paris Chamber of Commerce (as well as other regional centres), and particularly the WIPO Arbitration and Mediation Centre (WIPO — World Intellectual Property Organization).
- Domestic legal systems have become stagnant and have not kept pace with the rapid and substantial developments brought by the technological revolution, particularly the emergence of new technologies and applications related to artificial intelligence.

It has therefore become necessary to enhance electronic arbitration and expand its scope by developing national and international legislation. This should include the explicit recognition of electronic arbitral awards and serious practical measures to facilitate their enforcement, so that uniform international standards can be established.

**Recommendations:**

- The need to establish a specialised technical committee on scientific research systems and their techniques, staffed by experts in artificial intelligence, to develop and update appropriate laws in line with ongoing developments.
- Continuous training for arbitrators on artificial intelligence systems and applications.
- Standardising the use and adoption of protective tools for information by applying encryption techniques. This should include converting clear data into random codes to ensure the confidentiality and integrity of the information, alongside transparent and permanent documentation using blockchain technology. Once data is recorded in a blockchain ledger, it cannot be deleted or altered unilaterally, which helps to preserve the data and protect it from tampering, deletion or modification after an agreement has been reached.
- The necessity of amending national and international arbitration frameworks and supporting them with detailed provisions concerning remote arbitration. This also requires the adoption of international instruments and conventions that support this type of arbitration, such as those promoted by UNCITRAL (as mentioned in your text). This has become essential as it is expected that all transactions will be fully digital in the near future, as will the mechanisms for settling disputes (whether traditional or alternative).
- Providing sufficient guarantees for the enforcement of both traditional and electronic arbitral awards.

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