



RESEARCH ARTICLE

The Intervention of The Saudi Judiciary in Supporting Arbitration

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Received: Sep 17, 2024	<p>Although arbitrators adjudicate disputes between individuals, and their function is considered judicial, they do not possess the coercive power of state courts. Therefore, it is imperative to establish a framework that governs the relationship between the judiciary and arbitration to prevent encroachment by one upon the other's authority and to enable the judiciary to support arbitration in fulfilling its role. The researcher adopts a descriptive-analytical approach. The descriptive approach is used to examine the significance and modalities of Saudi judicial intervention in supporting arbitration. The analytical approach is used to analyze legislative provisions and national judicial approaches that have addressed the state judiciary's support for arbitration in fulfilling its mission, whether this intervention is initiated upon the request of the parties or the arbitrators, as the case may be. The Study reached several conclusions, including the Saudi judiciary's support for parties' agreements to arbitrate and the provision of various forms of support to both parties and arbitral tribunals. This support serves to achieve the intended purpose of arbitration agreements, which is to resolve disputes through a binding arbitral award. Moreover, the study reached several recommendations, the most important of which is to amend paragraph No. 4 of Article No. 15 to enable appeals against court decisions refusing to appoint or complete the appointment of an arbitral tribunal, thereby ensuring consistency with the principles outlined in Article No. 55 of the Saudi Arbitration Law.</p>
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INTRODUCTION

Arbitration is a key mechanism considered by investors when evaluating a country's investment climate. It offers expedited dispute resolution, specialized expertise, and flexible procedures, qualities often lacking in state courts. However, this does not imply that arbitration operates independently of the state and its judiciary or that arbitration and the judiciary are inherently opposed to one another. On the contrary, arbitration cannot achieve its primary objective of issuing a final, binding award that resolves disputes between the parties without the intervention of the state judiciary to support arbitration in achieving its mission.

Arbitrators are merely private individuals who do not possess public authority like judges. This distinction impacts the powers of arbitration, as arbitrators lack the ability to compel either the arbitration parties or third parties. Therefore, arbitrators have no choice but to seek the judiciary's support and assistance to complete the arbitration process and issue a final award that resolves the dispute.

Saudi arbitration law has established a supportive and collaborative relationship between state courts and arbitration, based on the principle of mutual cooperation in achieving justice. Saudi legislators have mandated that state courts intervene to assist parties in forming arbitral tribunals and to support these tribunals in completing their judicial functions.

Prior to the formation of an arbitral tribunal, disputes may arise regarding its formation. For example, the parties may fail to agree on the arbitrators, or one party may intentionally delay appointing their arbitrator in an attempt to obstruct the arbitration process. Given that arbitration agreements are based on the parties' consent, it is essential to enforce their obligations, including proceeding with arbitration. Therefore, upon the request of the party seeking to expedite the tribunal's formation, the court may intervene to facilitate its formation.

Since arbitration, unlike the judiciary, does not possess the coercive powers of the state courts, an arbitral tribunal, during the arbitration process and before issuing a final award, is unable to protect interim or urgent matters except by issuing an interim order. Despite the urgent nature of such an order, the arbitral tribunal cannot enforce it due to its lack of coercive power. Therefore, the arbitral tribunal may request judicial assistance to enforce interim orders or to support the tribunal in reaching a final award that resolves the dispute between the parties.

STUDY OBJECTIVE

One of the leading arbitration scholars, in his study on the British Arbitration Act, states that the aim of his research is "to encourage international arbitration to choose this country as its destination not only for disputes arising under standard contractual forms that are brought to Britain but also for those stemming from arbitration clauses in 'one-off contracts or ad hoc references after disputes have arisen." In line with the approach adopted by every other country that occupies a significant position in international trade, we aim to promote the selection of this country, with its laws, institutions, and available expertise, as a preferred arbitration venue. This is the primary factor behind the recent approach toward greater autonomy in arbitration (Kerr, M. 1985). Similarly, this study seeks to highlight the legislative mechanisms that support the independence of arbitration and the freedom of the parties to direct the process. The intervention of state courts in arbitration, as emphasized in this study, shall only occur to support the arbitration process, ensuring it achieves its primary objective: issuing a final award to resolve the dispute between the parties.

STUDY PROBLEM

The primary problem in the study revolves around answering a fundamental question, from which several sub-questions arise: What is the role of the Saudi judiciary in intervening in the arbitration to ensure the enforcement of the parties' will in resolving disputes through an arbitral award? This primary problem necessitates our understanding of how the judiciary intervenes to affirm the arbitration agreement, to form the arbitral tribunal, and finally, the circumstances under which the judiciary intervenes to support the arbitral tribunal in reaching a final award.

STUDY METHODOLOGY

The researcher adopts a descriptive-analytical approach. The descriptive approach is used to examine the significance and modalities of Saudi judicial intervention in supporting arbitration. The analytical approach is used to analyze legislative provisions and national judicial approaches that have addressed the state judiciary's support for arbitration in fulfilling its mission, whether this intervention is initiated upon the request of the parties or the arbitrators, as the case may be.

Upholding the Arbitration Agreement and Halting Any Opposing Actions:

One of the key elements of judicial support for arbitration is the stance of courts on upholding the arbitration agreement and directing the parties to refer the dispute to arbitration as agreed (Baamir,

A., & Bantekas, I. 2009). This often involves determining whether the court should stay the proceedings initiated before it (Gbenga, B. 2018).

The Saudi Arbitration Law includes provisions that reflect the recognition of the binding effect of the arbitration agreement and the intention to compel the parties to adhere to their agreement. Paragraph No. 1 of Article No. 1 of Saudi Arbitration Law defines the Arbitration Agreement as "An agreement between two or more parties to refer to the arbitration all or some of certain disputes that have occurred or might occur between them concerning a certain regulatory relation." Article No. 5 of Saudi Arbitration Law stipulates that "If the parties of the arbitration agree to subject their relationship to the provisions of any document (a model contract, or an international convention or others), they shall act under the provisions of this document, for including special provisions of arbitration and that shall not be contrary to the provisions of the Islamic Sharia." Paragraph No. 1 of Article No. 11 of Saudi Arbitration Law stipulates that "The court, to which a dispute with an arbitration agreement is brought, shall judge with the inadmissibility of hearing the claim if the defendant refutes by that before any request or defense in the claim." To further emphasize the prohibition of the court from hearing a dispute that is subject to an arbitration agreement, Paragraph No. 2 of Article No. 11 stipulates that "Bringing the suit referred to in the preceding paragraph shall not deviate from starting the arbitration proceedings, or continuing, or delivering the arbitration award." The Saudi legislator, through this provision, aims to prevent any lawsuit filed before the court regarding a dispute that the parties have agreed to arbitrate from being treated as a material obstacle to the enforcement of the arbitration agreement. Furthermore, if the parties agree to resort to arbitration after a lawsuit has been filed, the court shall stay the proceedings and, as expressly stated by the Saudi legislator, refer the lawsuit to arbitration. Article No. 12 of Saudi Arbitration Law stipulates that "Subject to the provision of Paragraph No. 1 of the ninth Article of this law if it is agreed on arbitration during the hearing of the dispute before the competent court, it shall decide to refer the dispute to arbitration."

Based on the foregoing, it can be summarized that Saudi arbitration law strongly supports parties' agreements to resort to arbitration. Furthermore, the law generally prohibits courts from considering disputes that the parties have agreed to submit to arbitration. However, it is evident from subsequent provisions that judicial intervention may be necessary to support the arbitral tribunal in completing its mission of resolving the referred dispute.

Judicial Intervention in Arbitration by Providing Assistance Before the Formation of the Arbitral Tribunal:

Although arbitration is intended to be a voluntary process, once a dispute arises, parties may attempt to obstruct appointments to delay arbitration, thereby undermining the agreement. Arbitration agreements serve as a mechanism to break the deadlock that can render agreements unenforceable. Many arbitration rules stipulate that arbitration agreements designate arbitrators or provide for their appointment if the tribunal is not constituted within a specified time frame. This is not merely a fallback mechanism but proves invaluable in many situations (Sharma, N. 2016).

Judicial Intervention in Assisting to Affirm the Jurisdiction of the Arbitration Tribunal to Hear the Dispute:

Paragraph No. 1 of Article No. 11 of Saudi Arbitration Law stipulates that "The court, to which a dispute with an arbitration agreement is brought, shall judge with the inadmissibility of hearing the claim if the defendant refutes by that before any request or defense in the claim." This provision indicates that national courts shall reject hearing a dispute that has been agreed to be settled by arbitration if either party disputes this matter in court. This aligns with the approach suggested by the UNCITRAL Model Law on International Commercial Arbitration in the first paragraph of Article No. 8. Under the old Saudi law, arbitration proceedings were more complex. Previously, the parties

needed to file an arbitration agreement with the competent court to obtain the court's approval before any arbitration proceedings could commence. The requirement for a court-approved arbitration agreement under the old law meant that even if an arbitration clause was included in the contract, either party could still refer the dispute to the courts in the absence of a court-approved arbitration agreement. In such cases, the courts were not obligated to decline jurisdiction over the dispute (Nesheiwat, F., & Al-Khasawneh, A. 2015). This has been overturned by the current arbitration law, which requires only the existence of an arbitration agreement to prevent the court from hearing the dispute.

This is established in the judgments of Saudi courts, as reflected in one of the judgments issued by the Commercial Court, which states that (Saudi Arabia, Commercial Court, case/4471161522 1444) "Whereas the Plaintiff's attorney seeks through this lawsuit to obtain a judgment obligating the Defendant, in his capacity as Manager of [Company Name] L.L.C., to provide the Plaintiff with the company's business records and documents since its incorporation, as alleged in the statement of claim. Whereas the Defendant's attorney pleads with the inclusion of the arbitration clause in Article No. 19 of the Memorandum of Association of [Company Name] L.L.C., which states that: If any dispute arises between any of the shareholders out of or in connection with this company or this agreement, the shareholders agree that any dispute or conflict arising out of or in connection with this company or this agreement, or any breach, termination, or invalidity thereof, shall be settled by arbitration before the Saudi Center for Commercial Arbitration by a tribunal of three arbitrators, and the seat of arbitration shall be Jeddah. The parties to the dispute are entitled, by mutual consent, to agree that the arbitral tribunal may consist of only one arbitrator instead of three, and the losing party shall bear all arbitration costs. Whereas Article No. 11 of the Arbitration Law issued by Royal Decree No. (Decree/34) dated 24/05/1433 AH stipulates that "The court, to which a dispute with an arbitration agreement is brought, shall judge with the inadmissibility of hearing the claim if the defendant refutes by that before any request or defense in the claim." Whereas the Defendant's attorney pleads with the existence of the arbitration clause and insists on its application, and whereas the Defendant's attorney did not proceed to address the substantive merits of the lawsuit, the court, per the provisions of the aforementioned article, concludes that it shall not hear this lawsuit due to the existence of an arbitration clause."

It is also stated in another judgment that (Saudi Arabia, Commercial Court, case/5351 1440) "Whereas Paragraph No. 7 of Article No. 3 of the contract concluded between the parties stipulates that "If any dispute arises between the parties hereto, commercial arbitration shall be the principle means for resolving such disputes, provided that the arbitration period shall not exceed two months." Whereas the parties' agreement to resort to arbitration is a valid and enforceable condition, and the defendant's attorney has relied on this condition. Whereas Article No. 11 of the Arbitration Law issued by Royal Decree No. (Decree/34) dated 24/05/1433 AH stipulates that "The court, to which a dispute with an arbitration agreement is brought, shall judge with the inadmissibility of hearing the claim if the defendant refutes by that before any request or defense in the claim." The court concludes that it shall not hear this lawsuit due to the existence of an arbitration clause."

It is noteworthy that the basis for the provision of Paragraph No. 1 of Article No. 11 of the Saudi Arbitration Law, as mentioned above, is derived from Paragraph No. 1 of Article No. 8 of the UNCITRAL Model Law. However, Paragraph No. 1 of Article No. 8 of the UNCITRAL Model Law includes an important provision at its end that is not present in the corresponding provision of the Saudi Arbitration Law. This provision states at its conclusion, "Unless it finds that the agreement is null and void, inoperative, or incapable of being performed." Therefore, the Model Law imposes an important restriction when a dispute agreed to be resolved through arbitration is brought before a court. This restriction ensures that the arbitration agreement is neither invalid nor unenforceable. This principle is reflected in most arbitration laws, including the UAE Arbitration Law, where Paragraph No. 1 of Article No. 8 states that "The court, to which a dispute covered by an Arbitration

Agreement is referred, shall dismiss the action, if the Respondent moves to dismiss the same before making any motion or plea on the subject matter of the action, unless the court finds that the Arbitration Agreement is void, or unenforceable." The aforementioned provision of the UAE Arbitration Law, which aligns with Paragraph No. 1 of Article No. 8 of the UNCITRAL Model Law, implies that the general rule when a dispute subject to an arbitration agreement is brought before a court is that the court shall not hear the lawsuit and dismiss it unless the arbitration agreement is invalid or unenforceable. This approach is commendable as it saves time and effort for the parties in using a void arbitration agreement or delaying the court's consideration of the dispute due to an unenforceable arbitration agreement.

The arbitration agreement shall be void if it violates the conditions for arbitration agreements stipulated in the arbitration law. For example, if the agreement is made by a natural person who lacks the legal capacity to dispose of rights (Article 10, Paragraph 1 of the Arbitration Law), if the agreement is made on behalf of a legal person by a representative who is not authorized to agree to arbitration (Article 10, Paragraph 1 of the Arbitration Law), or if the agreement is made on matters that cannot be reconciled (Baamir, A., & Bantekas, I. 2009), such as personal status matters or criminal offenses (Article No. 2 of the Arbitration Law).

The arbitration agreement is considered unenforceable in several cases. For instance, if the arbitration agreement is void, or if the arbitration clause specifies a particular arbitrator to resolve disputes between the parties, and that person has passed away by the time the dispute arises, or if the agreement stipulates that a specific arbitration center will resolve the dispute, but that center has been dissolved when the dispute arises. These situations render the arbitration agreement unenforceable (Reda, H., 2016). Similarly, if the agreement designates a fictitious arbitration center to resolve the dispute, this would also render the arbitration agreement unenforceable. In these cases, the arbitration agreement is considered null and void, while the state judiciary regains jurisdiction over the dispute.

Judicial Intervention by Assisting in Completing the Formation of the Arbitral Tribunal

Controls for Judicial Intervention in Completing the Formation of the Arbitral Tribunal:

Paragraph No. 2 of Article No. 15 of the Saudi Arbitration Law stipulates that "If the parties of the arbitration do not agree on the procedures of choosing the arbitrators, or one the parties violated them, or the appointed arbitrators do not agree on some matter where agreement is required, or if the other fails to perform what is entrusted to him in this regard, the competent court undertakes - at the request of whom is concerned about acceleration - to do the procedure, or the required work, unless it is provided in the agreement for how to complete this procedure or work."

Paragraph 3 of Article 15 of the Saudi Arbitration Law states: "The competent court shall take into account the arbitrator is to be chosen according to the terms stipulated in the agreement of the parties, and the terms required by this law, and the court issues its decision by choosing the arbitrator within thirty days from the date of submitting the application." These provisions imply that judicial intervention to complete the formation of the Arbitral Tribunal is governed by several regulations, involving:

Court Intervention to Complete Arbitration Panel Formation Upon Request:

The principle is that a right shall be claimed, not automatically granted. This means that the interested party shall actively request their right. Reinforcing this legal rule, Paragraph (d) of Article 200 of the Saudi Law of Civil Procedures stipulates that one of the grounds for appealing judgments is when the court rules on matters not requested by the parties. The Provision of the Article states "If the judgment awards what the litigants did not ask for or more than what they asked for." In this regard, the Court of Appeal ruled that since the plaintiff submitted the appeal within the prescribed

time frame, it was accepted on the Form. As for the Merits, the Circuit found no objection in the appeal that would prevent affirming the judgment based on its reasoning. The judgment adequately addressed the appellant's arguments. "Since the appealed judgment included procedural acceptance of the petition for reconsideration and annulment of the contested judgment for including rulings on matters not requested by the parties, it falls under the cases stipulated in Article 200 of the Saudi Law of Civil Procedures. Accordingly, it is necessary to state this in the judgment and its amendment." Therefore, the court may not intervene to form or complete the formation of the arbitral tribunal except upon the request of the interested party. This is particularly emphasized in Paragraph 8 of Article 15, which confirms the prohibition of intervention in the formation or completion of the Arbitral Tribunal except upon request. The provision states: "If the arbitration parties do not agree on the procedures for choosing the arbitrators, or one of the parties violates these procedures, or both appointed arbitrators fail to agree on a matter requiring their agreement, or if a third party fails to fulfill its assigned role in this regard, the competent court—upon the request of the party who has an interest in expediting the matter—shall undertake the procedure or action required unless the agreement stipulates another method for completing such procedure or action." It is noteworthy that when submitting a request to the court for the appointment or completion of the arbitral tribunal, the dispute shall have already arisen. This is because choosing the appropriate arbitrator before the occurrence of the dispute is challenging, as several questions may arise before choosing the suitable arbitrator(s). What is the nature of the dispute? Does it require an expert? Answering these questions and meeting the terms that shall be fulfilled by an arbitrator becomes exceedingly difficult before raising the dispute (David, R. 1985).

Court Obligation to Adhere to Terms Agreed Upon by Both Parties:

The fundamental rule in appointing arbitrators is adherence to the party's agreement (Stephenson, D. A. 2003). Paragraph 3 of Article 15 of the Saudi Arbitration Law states that the competent court shall respect the parties' agreement regarding the arbitrator's qualifications, such as nationality or expertise, as long as these requirements do not conflict with the law (Nesheiwat, F., & Al-Khasawneh, A. 2015). If the parties have stipulated terms for the arbitrator and these terms comply with the provisions of the Arbitration Law, the court shall adhere to them. This is because judicial intervention in forming or completing the formation of the arbitral tribunal is intended to support the will of the parties chosen to resort to arbitration. Supporting this is the fact that one of arbitration's key advantages is its focus on specialization. For instance, if the relationship between the parties involves equipment or machinery, and they agree to arbitration, it will be preferable for them to choose an arbitrator specialized in mechanical engineering. Similarly, if the dispute pertains to the oil sector, the court shall respect the parties' agreement to appoint an arbitrator with expertise in the oil industry. The parties may also stipulate specific language skills for the arbitrator (Oglindă, B. 2015). Additionally, they have the right to determine the arbitrators' nationality or exclude certain nationalities, based on their assessment that choosing arbitrators of the same nationality as the parties might influence the arbitration process. The will of the parties is given significant consideration here, particularly as it impacts the efficiency of the arbitration, ensuring that the process is completed in the shortest possible time due to the fulfillment of the terms set by the parties.

Arbitration scholars have summarized that the most important factors to consider when deciding on the nomination of an arbitrator include competence, character, intelligence, diligence, nationality, integrity, arbitration experience, language skills, and knowledge of a specific industry or legal field (Morton, P. 2006).

Court Obligation to Adhere to Arbitrator Qualification Requirements as Specified in the Arbitration Law:

Article 13 of the Saudi Arbitration Law involves three terms that an arbitrator shall meet being of full legal capacity, having good conduct and reputation, and holding at least a university degree in Sharia or law. If the arbitral tribunal consists of more than one arbitrator, this term only needs to be met by the Chairman. These terms shall be observed when forming or completing the arbitral tribunal if Saudi law is the law of the seat of arbitration. In the researcher's view, these terms are mandatory, and the parties shall not agree on terms that contradict them. This is because Article 13 shall not grant the parties the authority to deviate from its provisions.

In practice, these terms form the foundation for assessing the competence and suitability of an arbitrator. It is inconceivable for someone lacking full legal capacity or of poor conduct to undertake the task of resolving a dispute between parties. However, the unique term introduced by the Saudi legislator, which has no equivalent in comparative legislation or the UNCITRAL Model Law, is the requirement for the arbitrator to hold a university degree in Sharia or law. This term is particularly significant, as an arbitrator with such qualifications is better equipped to manage the arbitration process, especially given its judicial nature. The role of the arbitrator closely resembles that of a judge (Stephenson, D. A. 2003). The Provision of Article 13 eases this term for the parties by requiring that the arbitrator hold a university degree in Sharia or law only in the lawsuit of the chairman of the arbitral tribunal when it consists of multiple arbitrators. Thus, the Saudi legislator ensures that the chairperson of the tribunal possesses a university degree in Sharia or law.

It is worth noting that some scholars interpreted the English Arbitration Act (Stephenson, D. A. 2003). Emphasizes that an arbitrator shall possess the skills of a judge, as they resolve a legal dispute. The arbitrator shall be capable of analyzing and estimating the evidence presented by the parties, reaching a logical decision based on that evidence concerning factual matters, and issuing a fair judgment. The arbitrator acts as a judge in both fact and law. Therefore, they shall have a basic understanding of Contract and Tort Law, as well as sufficient knowledge of the law of evidence to enable them to make fair rulings on the admissibility of submitted evidence.

It is also worth noting that the phrase "University Degree in Sharia or Law" is general and includes all degrees issued by universities in the field of Sharia or law. The provision does not specify that the degree shall be a bachelor's degree, as universities grant qualifications lower than a bachelor's degree in Sharia or law, such as a diploma in law, which is awarded by many universities, both Saudi and international.

Among the terms that the court shall verify before forming or completing the formation of the arbitral tribunal is what is stated in Paragraph 1 of Article 16, which states "The arbitrator shall have no interest in the dispute, and from the moment of his appointment and throughout the arbitration proceedings, the arbitrator shall disclose in writing to the parties any circumstances that may raise legitimate doubts about his impartiality and independence, unless the arbitrator has already informed them of such circumstances." The arbitrator shall have no interest or relationship with either party that can undermine his integrity (Baamir, A., & Bantekas, I. 2009). The arbitrator shall not be a friend or relative of either party (Alotaibi, A. S. 2019). Nor shall they have any prior knowledge of the subject matter of the dispute, beyond general knowledge of the type of work involved in the dispute, which is necessary. The arbitrator shall not have any financial interest in either party, such as being a shareholder or an advisor. A previous relationship that is no longer active, or a distant familial or marital relationship, does not necessarily constitute an obstacle, provided the arbitrator is confident that it will not affect their judgment. However, in such cases, the arbitrator shall disclose the relationship to both parties and be willing to step down if either party raises a reasonable objection to their appointment (Stephenson, D. A. 2003).

In one of the rulings of the Saudi judiciary, it is stated "The request from both parties to appoint a third arbitrator due to the failure of the parties and their appointed arbitrators to agree on a third arbitrator – the court naming a third arbitrator who meets the legal requirements – the defendant's refusal of the appointed arbitrator due to an alleged relationship with one of the parties – the defendant failing to provide evidence for the claim – the objection of the arbitrator appointed by the defendant to the appointment of the third arbitrator is not considered, as the arbitrator has no standing to object – the result: appointment of a third arbitrator based on the Arbitration Law." In the case presented in the ruling, the court proposed a name for the arbitrator, and the defendant expressed objections to the proposed name due to an alleged relationship between the arbitrator and the plaintiff. However, the defendant was unable to provide evidence to support their claim, and as a result, the objection was considered unfounded, and the claim was dismissed.

Necessity of Expeditious Adjudication on Requests for Completing the Arbitration Tribunal:

Recognizing that judicial intervention in forming or completing the arbitral tribunal is meant to fulfill the parties' agreement to resort to arbitration, and appreciating that such intervention shall be prompt to allow the arbitral tribunal to undertake its task of resolving the dispute, the legislator mandated in Paragraph 3 of Article 15 that the court shall issue its decision on the appointment or completion of the arbitral tribunal within thirty days from the date the request is submitted. Additionally, recognizing the need for expeditious resolution of disputes related to the appointment or completion of the arbitral tribunal, the legislator prohibited, under Paragraph 4 of Article 15, any appeal against the court's decision to appoint or complete the arbitral tribunal. This prohibition applies to all forms of appeals, whether through annulment as stipulated in the Arbitration Law or through ordinary or extraordinary means of appeal provided for in the Saudi Code of Civil Procedure.

It is worth noting that Article 1444 of the French Civil Procedure Code provides that if the judge rules against the appointment based on the invalidity of the arbitration agreement or the insufficiency of its provisions to allow for the formation of the arbitral tribunal, such a ruling is subject to appeal (Belkmani, F. 2024). However, this approach is not adopted under the Saudi Arbitration Law, which does not permit appeals against court rulings, whether appointing or refusing to appoint the arbitral tribunal. In this regard, we propose amending Paragraph 4 of Article 15 to allow appeals against the court's decision to reject the appointment or completion of the arbitral tribunal. This aligns with the approach adopted by the Saudi legislator concerning the enforcement order of an arbitral award, as stipulated in Paragraph 3 of Article 55 of the Saudi Arbitration Law. While the law prohibits grievances against an order enforcing an arbitral award, it permits grievances against an order rejecting the enforcement of an arbitral award within thirty days from the date of its issuance.

Judicial Intervention Cases for Assisting in Completing the Formation of the Arbitration Tribunal

Court Intervention to Appoint Sole Arbitrator:

Clause (a) of Paragraph 1 of Article 15 of the Arbitration Law stipulates that: "1. The parties of the arbitration may agree on the choice of the arbitrators, if they do not agree, the following shall be done: (a) If the arbitral tribunal consists of a single arbitrator, the competent court chooses him."

Based on this provision, the parties shall not agree on naming the sole arbitrator or on a method for their appointment, such as delegating the appointment to another person or entity. In these cases, the provision of Clause (a) of Paragraph 1 of Article 15 shall not apply; instead, the provision of Paragraph 2 of Article 15 shall be applied.

It is evident from the above text that the parties shall explicitly agree that the arbitral tribunal will consist of a sole arbitrator. A lack of clarity on this matter cannot be interpreted as an agreement for a sole arbitrator. Notably, the Saudi Arbitration Law does not address what happens if the parties fail

to agree on the number of arbitrators—whether the tribunal will consist of one arbitrator or three. This is in contrast to the Egyptian Arbitration Law, which, in Paragraph 1 of Article 15, stipulates that the number of arbitrators will be three in the absence of an agreement. The Provision states "The arbitral tribunal consists, by agreement between the parties, of one or more arbitrators. In the absence of such agreement on the number of arbitrators, the number shall be three." Similarly, the UAE Arbitration Law, in Paragraph 1 of Article 9, specifies: "The arbitral tribunal shall be constituted, based on an agreement between the parties, of one or more arbitrators. Failing such agreement, the number of arbitrators shall be three, unless otherwise deemed by the body concerned." On the other hand, the British Arbitration Act, in Paragraph 3 of Article 15, provides that if there is no agreement on the number of arbitrators, the tribunal will consist of a sole arbitrator. The provision reads "If there is no agreement as to the number of arbitrators, the tribunal shall consist of a sole arbitrator". A sole arbitrator may be more suitable for small-scale arbitrations, while arbitrations involving high-value disputes or complex issues may benefit from a tribunal of multiple arbitrators. However, choosing a sole arbitrator undeniably helps reduce arbitration costs, expedites the process, and avoids scheduling conflicts that arise when accommodating all members of the tribunal. It also eliminates potential disagreements among arbitrators regarding the choice of the tribunal's chair, conflicts during deliberations, challenges in forming a majority, and instances where one arbitrator refuses to sign the award. Moreover, having a sole arbitrator ensures impartiality, as in cases involving multiple parties necessitating a tribunal of more than three arbitrators, some arbitrators might align with certain parties, potentially harming others. Nonetheless, a multi-arbitrator tribunal also has its merits. It allows for genuine deliberation, leading to a better understanding of the facts and proper application of the law. Furthermore, it enables the inclusion of arbitrators with diverse expertise suited to the nature of the dispute. For instance, a tribunal of three arbitrators can combine professionals with engineering and legal expertise, facilitating efficient resolution of the conflict (Waly, F. 2006). In the researcher's view, the most optimal comparative formulation for addressing the scenario of disagreement regarding the number of tribunal members is found in UAE Arbitration Law. It establishes that the tribunal shall consist of three members in the absence of an agreement on a specific number. However, it also grants the competent authority (whether the court or the entity responsible for appointing the tribunal) the discretion to decide otherwise. For instance, if the dispute's value is substantial but does not warrant high costs, the authority may decide that the tribunal shall consist of a sole arbitrator.

In this context, a decision from the Saudi judiciary states (Saudi Arabia, Appeal, Commercial Court, case/1493 1440) "Whereas the plaintiff's representative requested the circuit to appoint a sole arbitrator, and since Article 15 of the Arbitration Law stipulates "a) If the arbitral tribunal consists of a sole arbitrator, the competent court shall appoint him." and upon the circuit's review of the procedures undertaken to appoint the sole arbitrator, as well as its conclusion—after examining the proposals submitted by the arbitrators—to choose the proposal presented by the attorney (...), the circuit resolves to appoint them as the sole arbitrator and sets their fees at SAR 10,000 (Only Ten Thousand Riyals)."

Court Intervention to Complete the Formation of a Trilateral Arbitration Tribunal or More:

Clause (b) of Paragraph (1) of Article 15 of the Arbitration Law states that: "If the arbitral tribunal consists of three arbitrators, each party shall choose an arbitrator for him, and then the two arbitrators agree to choose the third arbitrator. If one of the parties does not appoint an arbitrator within fifteen days following the reception of an application concerning that from the other party, or if the two appointed arbitrators do not agree on choosing the third arbitrator within fifteen days following the date of the appointment of the most recent of them, the competent court undertakes to choose him at the request of this who is concerned about acceleration, and this is to be done within fifteen days from the date of applying. The arbitrator chosen by the appointed arbitrators or chosen

by the competent court shall be the president of the arbitral tribunal. And these provisions shall apply in the case of the formation of the arbitral tribunal of more than three arbitrators."

It is clear from this provision that it discusses the case of completing the formation of the tripartite arbitration tribunal. It is also clear from the provision that there are two cases in which this provision will apply:

1. Failure of a party to appoint an arbitrator within 15 days from the date of receipt of a request to appoint an arbitrator from the other party (Nesheiwat, F., & Al-Khasawneh, A. 2015). Here, a request shall be submitted by the party interested in expediting the procedures for forming the arbitration tribunal to the other party to appoint his arbitrator. A period of 15 days shall pass from the date of sending this notification without this party appointing its arbitrator. In this case, the party wishing to expedite the arbitration procedures shall file a case with the competent court to intervene in appointing this arbitrator for this party.

In this regard, one of the judgments of the Saudi judiciary states that "Whereas the arbitration law stipulates in Article 15/B that the court shall appoint the arbitrator for the non-responsive party. The Defendant did not respond to the Plaintiff in appointing her arbitrator under the above article. An arbitrator was appointed by this circuit for the Defendant, and the arbitrators chose a third arbitrator under the above article. Accordingly, the circuit adopted this formation to consider the subject of the dispute and decide it according to the arbitration law. Therefore, the circuit judged to adopt the formation of the arbitration tribunal to consider this dispute consisting of (.....) as president, (.....) as an arbitrator for the Plaintiff, and (.....) as an arbitrator for the Defendant."

In another judgment of the Court of Appeal, stated that: "Whereas the request to appoint the arbitrator in question did not meet the procedures included in the Arbitration Law and its executive regulation. This includes that the Plaintiff notifies the Defendant of the appointment of an arbitrator within the statutory period, stipulated in Paragraph (b) of Article 15 of Saudi Arbitration Law: "If one of the parties does not appoint an arbitrator within fifteen days following the reception of an application concerning that from the other party, or if the two appointed arbitrators do not agree on choosing the third arbitrator within fifteen days following the date of the appointment of the most recent of them, the competent court undertakes choosing him at the request of this who is concerned about acceleration, and this is to be done within fifteen days from the date of submitting the application". Since it is proven that the Plaintiff did not appoint her arbitrator and it did not appear that she asked the Defendant to appoint her arbitrator before filing her case before this court. Therefore, the Defendant's request did not meet its legal requirements, which makes it subject to non-acceptance". It follows from the aforementioned judgment that if the party interested in expediting the procedures does not comply with the stipulated procedures, the court will judge that the request is inadmissible. The party interested in expediting shall appoint his arbitrator, notify the other party of the appointment, wait 15 days, and then submit a request to the court to appoint an arbitrator on behalf of the other party.

It is worth noting that provision of Paragraph 2 of Article 17 of the British Arbitration Act stipulates that if the party in default does not appoint his arbitrator within 7 days from the date of notification of the necessity of appointing an arbitrator with this appointment, the other party may request the court to consider the arbitrator appointed as the sole arbitrator to resolve the arbitration dispute. The provision of the article states that:

"(2) If the party in default does not within 7 clear days of that notice being given—

- (a) Make the required appointment, and
- (b) Notify the other party that he has done so,

the other party may appoint his arbitrator as sole arbitrator whose award shall be binding on both parties as if he had been so appointed by agreement."

Paragraph 3 of Article 17 allows a party who has not appointed its arbitrator and has been notified of the appointment of the other party's arbitrator as the sole arbitrator of the dispute to appeal the appointment decision before the court, which has the power to cancel this appointment, as Paragraph 3 states that "Where a sole arbitrator has been appointed under subsection (2), the party in default may (upon notice to the appointing party) apply to the court which may set aside the appointment."

Some (Idornigie, P. O. (2002), whom we support, have argued that although this process is an advanced step that reduces cases of resorting to the court and enhances the independence of arbitration, it is feared that it deprives the opponent of litigation guarantees and creates doubt in him about the independence of the arbitrator appointed by his opponent.

2. Failure of the arbitrators appointed by the parties to appoint the third arbitrator within 15 days from the date of appointment of the most recent one. Here, the arbitrators shall not agree on choosing the third arbitrator, and 15 days shall pass from the date of appointment of the last one. In this regard, one of the judgments of the Saudi judiciary states that (Saudi Arabia, Commercial Court, case/2157 1437) "whereas the parties and the appointed arbitrators decided that they did not agree on appointing the third arbitrator, and whereas the circuit nominated (X) with a fee of Two Hundred and Forty Thousand Saudi Riyals (SAR 240,000). The circuit verified the availability of the conditions stipulated by the law in Article (13) in the nominated arbitrator. The Plaintiff's attorney requested the appointment of the third arbitrator, and based on Article (15), the circuit concludes to appoint (X) as the third arbitrator in the aforementioned case with the aforementioned fees under the legal procedures and the regulatory provisions in the Arbitration Law."

One of the Court of Appeal's judgments states (Saudi Arabia, Appeal, Commercial Court, case/54 1443) "Since the Plaintiff's attorney requests the appointment of a chairman of the arbitration tribunal based on the term contained in the concluded contract, and whereas paragraph (b) of Article 15 stipulates that "... or if the other fails to perform what is entrusted to him in this regard, the competent court undertakes -at the request of whom is concerned about acceleration ", Whereas the circuit wrote to the Saudi Center for Commercial Arbitration, the center nominated three names who met the terms, the circuit decided to appoint the lowest bidder, which is, CR No. (.....), as the deciding arbitrator and head of the arbitration tribunal, with fees of (SAR 650,000) Six Hundred and Fifty Thousand Saudi Riyals, to be equally paid by the parties." Therefore, the circuit decided to appoint him as head of the arbitration tribunal. It is concluded from the aforementioned judgment, through the court's reliance on Clause B of Paragraph (1) of Article 15, that the arbitrators did not agree on appointing the third arbitrator who would preside over the arbitration tribunal. Thus, the court intervened to appoint him.

The Saudi judiciary intervenes in the appointment of an arbitration tribunal only when the arbitration agreement lacks a specified mechanism for appointing arbitrators (Abuhimed, F. A. M. 2006). If the agreement outlines a clear procedure, the court respects this provision and refrains from interfering. A judgment from the Makkah al-Mukarramah Court of Appeal illustrates this principle (Saudi Arabia, Appeal, Commercial Court, case/1672 1440). The parties' contract stipulated that the Taif's Chamber of Commerce President would appoint an arbitrator. The court dismissed the Plaintiff's request for judicial appointment, emphasizing the need to adhere to the agreed-upon mechanism. This highlights the importance of drafting comprehensive arbitration agreements to minimize judicial intervention.

Court intervention due to a dispute regarding choosing arbitrators:

Paragraph 2 of Article 15 of the Saudi Arbitration Law addresses situations where parties to an arbitration cannot agree on procedures for selecting arbitrators. This is a unique provision in Arab

arbitration laws. The intent is to involve the judiciary to resolve disputes over arbitration procedures (Paragraph 1). Saudi courts have broadly interpreted this provision to include fee disputes. A recent judgment ordered a party to pay fees, highlighting the court's role in resolving procedural hurdles. The Arbitration Law issued in 1433 AH stipulates in Paragraph 2 of Article 15. Since the Defendant's attorney had committed to informing the defendant to pay the fees of the appointed arbitrator and the fees of the arbitrator who was appointed, thus the circuit decided to oblige the Defendant to do so. Therefore, the circuit judged to obligate the Defendants, the (...) Paper Products Company and its partners, namely the (...) Commercial Investments Group and (...) pay their share of the arbitrator's fees of One Hundred and Twenty Thousand Saudi Riyals (SAR 120,000), and the fees of the arbitrator appointed by them."

Paragraph 2 of Article 15 also covers situations where a party violates the agreed-upon procedures for selecting arbitrators, such as appointing an arbitrator who does not meet the specified criteria (Oglindă, B. 2015) (Morton, P. 2006). In such cases, the aggrieved party can seek judicial intervention to rectify the error. Additionally, the provision addresses situations where the appointed arbitrators themselves cannot reach an agreement on procedural matters, requiring judicial involvement to resolve the impasse. The matter on which the arbitrators' disagreement leads to the court's intervention relates to their failure to agree on the procedures and basis for the appointment of the third arbitrator, the failure to agree on a third party to make the appointment, or the failure to agree on the gender or nationality of the third arbitrator (Abdulhamed, R. 2002). It also covers the case of a third party's failure to perform the duties entrusted to him regarding the choice of arbitrators. The parties or one of them may entrust the appointment of arbitrators to a third party. This third party may be a private person, organization, or arbitration center in KSA or abroad, which occurs when the parties resort to institutionally regulated arbitration. In this type of arbitration, the arbitration body of the organization or center undertakes all procedures, including the appointment of arbitrators. It may happen that the party not appointed by the parties does not choose the arbitrators, so the court intervenes to complete this procedure. However, it should be noted that the intervention of the Saudi judiciary, if a permanent arbitration organization or center from outside KSA is assigned to appoint arbitrators and does not do so, requires that the parties agree to apply the Saudi arbitration law to the dispute submitted to arbitration (Abdulhamed, R. 2002).

Judicial intervention in completing arbitration procedures

Judicial Intervention in extending the arbitration period:

The arbitration tribunal shall derive its powers to resolve the provided dispute from the will of the parties to the arbitration to consider it through the existence of an arbitration agreement that results in the deprivation of the jurisdiction of the national judiciary of the disputing state. This authority is not absolute but rather is restricted by a timeline so that the arbitration award is issued within a specific period. The date of issuing the arbitration award means the period specified for issuing this award, and upon this period expires, the arbitration dispute ends. This period represents the time limit on the arbitration tribunal's authority to resolve the dispute (Tweeddale, A. 2002). This authority expires upon the expiry of that period or upon issuing the arbitration award, whichever is sooner. A specific period for issuing the award provides an essential advantage for the arbitration system represented in the expedition of resolving the dispute, avoiding the disadvantages of slow litigation procedures before the state's courts, and ensuring that the arbitration dispute is not prolonged indefinitely. This specific period for issuing the arbitration award prevents the risk of denying justice.

The timeline of the arbitration dispute, in terms of the necessity of issuing a professional arbitration award for the dispute before the expiry of the arbitration period, is closely and inseparably linked to the jurisdiction of the arbitration body (Garnuszek, A. 2017). The jurisdiction of the arbitration body revolves around the existence or nonexistence of that period specified by agreement or law.

Paragraph 3 of Article 40 of the Saudi Arbitration Law states that " If the arbitration award is not delivered within the time limit referred to in the preceding paragraph, any one of the parties of the arbitration may request the competent court to issue an order to identify an additional period, or the termination of the arbitration proceedings, and any of the parties then may appeal to the competent court."

When the competent court issues an order to specify an additional period, it does the required and necessary for the implementation and success of the arbitration agreement, by enabling the arbitration tribunal to issue a final award in the dispute within a reasonable time, by continuing to consider the arbitration dispute and saving it from premature expiration when the parties are unable to agree to extend the arbitration period and the arbitration tribunal exhausts its powers to extend the period. This means that the court here supports the parties' agreement in their choice to resolve their dispute through arbitration. The court's order to extend the period shall be deemed to enable the parties to continue the arbitration process. It is assumed that resorting to a request for an additional period is required if the parties are unable to agree on extending the period and if the arbitration tribunal has exhausted its authority to extend the period, and, certainly, the arbitration tribunal has not issued a final award on the dispute.

It is noted that the authority to set an additional period stipulated in Paragraph 3 of Article 40 is only once. If an order is issued to set an additional date and the arbitration tribunal does not issue the final award within that date, the court does not have the authority to order another additional date. This is because the authority granted to the court to grant an additional period is determined under Paragraph 2 of Article 40 only if "the arbitration award is not issued within the period referred to in the previous paragraph (i.e. Paragraph 2 of Article 40). The article did not grant the court the authority to grant an additional period if the award is not issued within the period referred to in Paragraph 2 of Article 40, which refers to the additional period (Waly, F. 2006). Therefore, the additional period issued under the order of the court may not be extended. Since the article used the term "order", which is a completely different term from "judgment," what is related to the legal system with judicial orders stipulated in the Saudi Civil and Commercial Procedures Law shall be applied.

Judicial intervention in precautionary and temporary procedures upon the request of the arbitration panel:

The nature of the dispute may require the arbitration panel to take a precautionary or temporary procedure, such as appointing a judicial custodian, a precautionary seizure of the debtor's funds, or ordering the sale of some of the debtor's funds that are subject to damage, and other cases that are not limited and vary according to the cases. These procedures, the powers to maintain the status quo pending the completion of the arbitration process through temporary orders referred to in Article 9 of the UNCITRAL Law as "Interim Protective Procedures" (Kerr, M. 1985), and in this regard, Paragraph 5 of Article 39 of the Saudi Arbitration Law stipulates that "5- The arbitration panel may issue interim rulings or in part of the requests, before issuing the ruling that ends the entire dispute, unless the parties to the arbitration agree otherwise", and Paragraph 1 of Article 23 stipulates that "It is permissible for the parties of the arbitration to agree that the arbitral tribunal may -at the request of one of them - command either of them to take what he sees of provisional or conservatory measures required by the nature of the dispute. The arbitral tribunal may obligate the party that requires taking such measures to provide an appropriate financial guarantee for the execution of this procedure."

In application of this, one of the Saudi courts ruled that (Saudi Arabia, Commercial Court, case/3977 1436) "the arbitration panel's request to the competent court to approve and implement the partial ruling in the case, which includes imposing a precautionary seizure and judicial custody on bank accounts, appointing a judicial custodian and a legal accountant through the competent court, and

obligating the defendant (...) to pay the arbitration panel's fees - the circuit's conclusion that the arbitration panel's ruling was consistent with the arbitration system, which stipulates that the arbitration panel may issue temporary rulings or in part of the requests, before issuing the ruling ending the entire dispute, unless the arbitration parties agree otherwise - the inadmissibility of appealing the order issued to implement the arbitration ruling - the appointment of a judicial custodian by the competent court is considered one of the temporary rulings entrusted to the arbitration panel whenever it deems it necessary - the effect of this: upholding the partial ruling issued by the arbitration panel and ordering its implementation."

It is worth noting that the text of Paragraph 5 of Article 39 only relates to the intervention of the judiciary to support the arbitration panel, which means that the formation of the arbitration panel shall be completed so that the panel has the authority to issue a temporary or precautionary order because it is inconceivable that the arbitration panel be granted jurisdiction over an urgent matter while it has not yet been formed. The requirements of urgency and necessity conflict with waiting for its formation to be completed. Therefore, if the arbitration panel has not been formed, jurisdiction over precautionary and temporary matters lies with the state judiciary because the panel has not been formed and because the nature of the matter requires urgent intervention to address the temporary situation. This analysis comes in application of Paragraph 1 of Article 22 of the Saudi Arbitration Law, which states that "the competent court may order the adoption of temporary or precautionary procedures based on a request from one of the arbitration parties before starting the arbitration procedures or based on a request from the arbitration panel during the arbitration procedures, and those measures may be reversed in the same manner, unless the arbitration parties agree otherwise."

For the arbitrators to issue a temporary ruling related to the dispute, several conditions shall be met:

1. One of the parties shall submit a request to the panel to rule on the required temporary procedure (Trittmann, R. 2003), as the arbitration panel may not decide on a procedure on its own without the interested party requesting it from the arbitration panel. The temporary request may be submitted to the panel at any time as long as the arbitration case has not been issued with a final ruling on the subject matter because, with the issuance of this ruling by the arbitration panel, the arbitration panel will have exhausted its authority over the dispute and may not address it again.
2. The conditions for an urgent lawsuit shall be met (Boo, L. G. 2007). There shall be a possibility of the right existing, and there shall be urgency, meaning that there is a fear of the possibility of harm to the right, assuming its existence, if the plaintiff does not obtain protection.

It is also worth noting that the text of Paragraph 5 of Article 39 of the Saudi Arbitration Law granted the arbitration panel the authority to issue temporary rulings unless the parties agree not to grant the arbitration panel this authority. The parties may agree that the state judiciary will continue to have the authority to issue temporary and precautionary orders despite the arbitration agreement. This does not conflict with the arbitration panel's authority to resolve the substantive dispute, because the parties' agreement is the basis of the arbitrators' authority. Therefore, the parties have the right to choose the disputes that the arbitration panel has jurisdiction to resolve, and they have the right to remove temporary disputes from the arbitration panel's authority.

As for the mechanism for implementing the temporary court order, Paragraph 2 of Article 23 addressed it by stating that "if the person against whom the order was issued fails to implement it, the arbitration panel may, upon the request of the other party, authorize this party to take the necessary procedures to implement it, without prejudice to the right of the panel or the other party to request the competent authority to assign the person against whom the order was issued to implement it." It is understood from this text that it goes through two stages: first, voluntary implementation, then compulsory implementation. Therefore, the principle is that the court order is

implemented by the person against whom the order was issued voluntarily. If the order is not implemented voluntarily, recourse is had to the judiciary to implement it compulsorily.

Judicial intervention in supporting the arbitration panel in submitting a document or summoning witnesses

The arbitral tribunal may lack the power to order certain measures due to its limited coercive authority, in other words, because arbitration panels do not have the compulsory power to order. However, there are instruments recognized in comparative law that enable the arbitration panel to order such measures, for example, by summoning witnesses to testify or producing documents to the arbitration panel; such orders of coercive measures go beyond the arbitral tribunal's powers. These measures are referred to in Article 27 of the UNCITRAL Model Law as "Judicial Assistance in The Taking of Evidence" (Kerr, M. 1985), and it is important to emphasize the sanctity of the arbitration panel's absolute right to seek assistance from the competent court to assist in the arbitral proceedings, as this recourse is exercised at the arbitration panel's sole discretion and is tailored to the precise requirements of the arbitral process. Such interventions may include but are not limited to, summoning witnesses to testify in the context of the arbitration (Amayreh, W. A. 2024).

The Saudi Arbitration Law empowers arbitration panels to request judicial assistance in various procedural matters, including summoning witnesses, ordering document production, and conducting inspections. Article 22 of the law specifically addresses the panel's authority to seek judicial support to compel the submission of documents. The Saudi Evidence Law, particularly Article 34, provides the legal framework for this judicial intervention. It allows the court to order the production of documents that are relevant to the dispute and in the possession of the opposing party. However, the requesting party must provide sufficient details about the document, including its content and relevance to the case. By combining these legal provisions, the Saudi legal system ensures that arbitration panels have the necessary tools to effectively conduct proceedings and reach just decisions.

The Saudi Arbitration Law recognizes the limitations of arbitration tribunals in compelling witness attendance, given their lack of coercive powers. To address this, the law establishes a collaborative approach between arbitration and the judiciary. This allows arbitrators to seek judicial assistance, when necessary, particularly in summoning witnesses. This synergy ensures that the arbitration process remains effective and fair, even when faced with challenges related to witness cooperation. By bridging the gap between the two systems, the law empowers arbitrators to overcome obstacles and deliver just outcomes.

The Saudi Arbitration Law recognizes the limitations of arbitration tribunals in compelling witness attendance, given their lack of coercive powers. To address this, the law establishes a collaborative approach between arbitration and the judiciary. This allows arbitrators to seek judicial assistance, when necessary, particularly in summoning witnesses. This synergy ensures that the arbitration process remains effective and fair, even when faced with challenges related to witness cooperation. By bridging the gap between the two systems, the law empowers arbitrators to overcome obstacles and deliver just outcomes (Amayreh, W. A. 2024).

If a witness is unavailable, the party calling them may notarize their testimony and submit it to the arbitrator. However, notarized testimony is less persuasive than live testimony. In international commercial arbitration, a common practice involves requesting witnesses to submit written statements prior to the hearing. This pre-hearing submission allows the arbitration panel to review the testimony in advance, saving time during the hearing. When the witness appears, they can confirm or add to their written statement. This approach facilitates the opposing party's discussion of the witness's testimony and ensures a more efficient and organized hearing process (Stephenson, D. A. 2003).

CONCLUSION

The investment environment is significantly influenced by legislative factors, particularly those related to dispute resolution. Recognizing the importance of arbitration as an efficient means of resolving disputes, Saudi Arabia has implemented a legal framework that fosters cooperation between the state judiciary and arbitration. The Saudi Arbitration Law is a key instrument in this regard, providing a clear legal basis for judicial intervention in support of arbitration proceedings. The study delves into various aspects of this cooperation, including judicial confirmation of the exclusivity of arbitration, judicial involvement in forming the arbitration panel, extension of arbitration periods, issuance of interim measures, and assistance in obtaining evidence. By analyzing Saudi judicial rulings, the study demonstrates the practical application of these principles and highlights the judiciary's role in ensuring the effectiveness of international commercial arbitration in Saudi Arabia.

The study reached several results, namely:

The Saudi judiciary shall not accept any lawsuit filed before it regarding a dispute in which the parties have agreed to resort to arbitration.

The Saudi judiciary intervenes in many cases to support the parties in forming the arbitration panel, whether the arbitration panel consists of one arbitrator or consists of more than one arbitrator.

There is no text stipulating that the number of arbitrators in the event of a failure to agree on their number is three arbitrators. The legislator only stipulated in Article 13 that the number shall be odd and did not specify the number if the parties did not agree on their number.

The law does not allow an appeal against the court's ruling, whether appointing or rejecting the appointment of the arbitration panel.

The Saudi judiciary intervenes in extending the arbitration period if the arbitrators do not issue the ruling within the agreed period. However, the period decided by the court as an extension of the arbitration period may not be extended by the judiciary again because the text on the extension did not grant the court the authority to extend except for the arbitration period and not the arbitration period after the extension.

The Saudi judiciary issues initial temporary and precautionary orders before the arbitration panel is formed. After the panel's formation, the judiciary can still enforce the panel's interim orders, as the panel lacks direct enforcement powers.

The judiciary also supports the arbitration panel in submitting documents and summoning witnesses, which supports the arbitration process in reaching a ruling that ends the dispute.

RECOMMENDATIONS

- Amending the text of Paragraph 4 of Article 15 to allow for an appeal against the court's decision to refuse to appoint or complete the appointment of the arbitration panel, in the same manner that the Saudi legislator followed the order to implement the arbitration rule, under Paragraph 3 of Article 55 of the Saudi Arbitration Law, which prohibits appeals against the order issued to implement the arbitration rule, while an order issued to refuse to implement the arbitration rule may be appealed within thirty days from the date of its issuance.
- Rewording Article 13 of the Saudi Arbitration Law to read: "The arbitration panel shall be formed by agreement of the parties from one or more arbitrators. If they do not agree on the number of arbitrators, the number shall be three, unless the competent authority deems otherwise. In all cases, the number shall be odd," because the text in this proposed form addresses the case of the parties not agreeing on the number of arbitrators, and at the same

time the court has the authority to increase or decrease the number according to the situation of each case presented to the judiciary.

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