

Impacts of Islamic Law on Commercial Arbitration: Insights from Gulf States

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Summary. By exploring the intersection of Islamic Law and commercial arbitration in the Gulf States, this article investigates the dynamic influences of the Islamic jurisprudence on mechanisms for resolving disputes. Diving into the nuanced compatibility between these two domains, the research aims to understand how Islamic legal principles mold the landscape of commercial arbitration. This inquiry transcends mere exploration by dissecting the prevailing norms in the Gulf States and their alignment with international standards, thereby offering a comprehensive grasp of the intricate intersections. With meticulous attention to detail, it unveils the multifaceted dynamics underlying the coexistence of Islamic Law and commercial arbitration, ultimately shedding light on broader implications for the global legal framework. This article is an intricate tapestry woven from the threads of Islamic legal tradition and contemporary commercial dispute resolution, elucidating a panorama that transcends boundaries and resonates far beyond the Gulf. Through comprehensive analysis, the article concludes that Islamic law, rather than conflicting with commercial arbitration, enriches and guides it. This synergistic relationship ensures adherence to the Islamic principles and fosters a conducive environment for international commercial dealings.

Keywords: Islamic Law, Commercial arbitration, Gulf States, Dispute resolution, Jurisprudential influence, Legal framework, International standards.

Islamo teisės įtaka komerciniam arbitražui: įžvalgos iš Persijos įlankos valstybių

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Santrauka. Šiame straipsnyje nagrinėjama islamo teisė ir komercinio arbitražo sankirta Persijos įlankos šalyse, taip pat dinamiška islamo jurisprudencijos įtaka ginčų sprendimo mechanizmams. Atlikus išsamią analizę, straipsnyje daroma išvada, kad komercinis arbitražas ne prieštarauja islamo teisei, o ją praturtina ir vadovaujasi ja. Tokie sinerginiai santykiai užtikrina islamo principų laikymąsi ir skatina tarptautiniams komerciniams sandoriams palankią aplinką. Islamo jurisprudencijos ilgalaikė svarba ir gebėjimas prisitaikyti prie šiuolaikinės pasaulio ekonomikos sukuria ne tik teisinę bazę, bet ir holistinį požiūrį, kuris dera su Persijos įlankos valstybių kultūrinėmis, etinėmis ir ekonominėmis vertybėmis.

Pagrindiniai žodžiai: islamo teisė, komercinis arbitražas, Persijos įlankos valstybės, ginčų sprendimas, tarptautiniai standartai.

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Introduction

Global trade is like a vibrant marketplace where goods and services are constantly exchanged. Imagine this marketplace as a place where Islamic legal traditions meet modern commercial arbitration – a fascinating blend that reflects a unique form of globalization. Among the cornerstones of international trade, the UNCITRAL Model Law stands out for its simplicity and profound impact. This interplay between the global arbitration standards and the enduring principle of Islamic Law is not just theoretical; it is a dynamic, real-world interaction (Bachand and Gélinas 2013, p. 17).

The Gulf States, particularly the UAE, serve as a prime example of this fusion. The UAE Federal Law No. 6 of 2018 on Arbitration is a standout case of modern legal frameworks aligning with Islamic principles. Real-world applications, such as ICC Case No. 11100/AR, demonstrate how these concepts work in practice.

The object of the article is the dynamic influences of the Islamic jurisprudence on mechanisms for resolving disputes in the Gulf States. This research aims to explore how Islamic Law and its principles influence the unique traits of arbitration, focusing on their role in shaping the commercial arbitration system.

The tasks of the article are to analyze how Gulf States, particularly the UAE, incorporate Islamic values into their legal frameworks for arbitration; to explore how blending Islamic Law with the modern arbitration practices can bring meaningful and transformative changes to the arbitration field; to reveal the compatibility of Islamic Law with the international standards of arbitration.

The focus of this study is the evolving relationship between Islamic Law and commercial arbitration in the Gulf States, with a special emphasis on the UAE. The analysis is both comparative and historical, relying on key legal texts, landmark cases, and the insights of scholars such as Abdallah, Ballantyne, and Bhatti. Foundational documents, like the UNCITRAL Model Law and the UAE Federal Law No. 6 of 2018, provide the basis for these discussions.

While scholars have extensively explored Islamic Law and arbitration, few have focused specifically on the Gulf States. Moreover, recent legislative changes in the region remain underexamined. This study aims to fill that gap by exploring how tradition and modernity coexist in the Gulf States' arbitration practices, offering valuable insights for international commercial arbitration disputes.

By unpacking this intricate legal interplay, the study hopes to shed light on how the Islamic jurisprudence continues to shape and evolve commercial arbitration, providing insights that extend beyond the Gulf States to the global legal community.

1. Islamic Law and Arbitration: A Historical Perspective

Arbitration has deep historical roots in Islamic societies, from the pre-Islamic era to the present day. By examining instances of arbitration in early Islamic history and scrutinizing the principles established by Prophet Muhammad (PBUH), we gain a comprehensive understanding of the compatibility between Islamic Law and the contemporary commercial arbitration practices.

In pre-Islamic Arabia, arbitration was a customary method for resolving conflicts. Tribes relied on wise and impartial individuals, known as *Hakams*, to mediate disputes (Javeed 2021, p. 15). This practice, deeply ingrained in Arab culture, provided a framework for peaceful resolution. With the advent of Islam, Prophet Muhammad (PBUH) acted as an arbitrator, demonstrating the esteem held for arbitration in the Islamic jurisprudence (Alqurashi 2004, p. 16).

The foundational principles of arbitration, as established by Prophet Muhammad (PBUH), serve as a beacon for contemporary practices. His emphasis on impartiality, fairness, and the pursuit of

justice laid the groundwork for a system that resonates with modern arbitration (Hossain 2013, p. 10). These principles are not only reflected in the procedural aspects of arbitration but also in its ethical underpinnings, aligning with the core tenets of Islamic Law.

Prophet Muhammad's arbitration in the Treaty of Hudaibiyyah is a seminal example of the practice. Faced with a potentially contentious situation, Prophet Muhammad opted for arbitration, showcasing the efficacy of this method in diffusing conflicts (Abdallah 2020, p. 318). This historic event underscores the endorsement of arbitration as a means of dispute resolution within Islamic teachings. The early Islamic Caliphates further institutionalized arbitration. In particular, Caliph Ali (RA) is renowned for promoting arbitration as a tool for justice. His establishment of the office of the Qadi al-Qudat (Chief Judge) and reliance on arbitration in complex legal matters illustrate the pivotal role of this mechanism in Islamic governance (Pakeeza and Kanwal 2019, p. 7).

Furthermore, the Maliki School of Islamic jurisprudence, which is one of the four primary Sunni schools, significantly contributed to developing arbitration principles. Scholars like Imam Malik emphasized the importance of consensus and mutual agreement in arbitration, aligning with the core values of Islamic Law (Adam and Aminu 2023, p. 30).

The historical legacy of Islamic arbitration endures in modern legal systems. The Gulf States, deeply rooted in the Islamic tradition, have incorporated arbitration into their legal frameworks. For instance, the UAE Federal Law No. 6 of 2018 on arbitration echoes the principles set forth by Prophet Muhammad (PBUH), emphasizing impartiality and fairness (UAE Federal Law No. 6, 2018). This legislative framework attests to the enduring relevance of Islamic arbitration in contemporary contexts. Moreover, the continued use of Islamic arbitration in regions like the Gulf States reflects the cultural resonance and the pragmatic effectiveness of this approach. It provides a culturally sensitive avenue for dispute resolution, aligning with the values and traditions of the community (Ballantyne 1985, p. 205).

Undoubtedly, the historical perspective on arbitration within Islamic societies unveils a rich tradition of dispute resolution deeply embedded in Islamic teachings. From pre-Islamic Arabia to the establishment of the early Islamic Caliphates, the practice of arbitration has evolved, guided by principles of impartiality and justice. Prophet Muhammad's (PBUH) role as an arbitrator and his emphasis on ethical arbitration serve as foundational pillars for contemporary commercial arbitration practices. This historical continuum underscores the intrinsic compatibility between Islamic Law and modern arbitration, shaping legal paradigms in the Gulf States and beyond.

2. The Role of Islamic Law in Legal Codes of Gulf States

Islamic law, often referred to as Sharia, occupies a central position within the legal systems of the Gulf States, profoundly influencing civil and commercial codes. Its historical underpinnings are deeply entrenched in these nations' cultural and religious fabric. This enduring legacy underscores the continuous resonance of Islamic principles in shaping legal paradigms (Ballantyne 1985, p. 206). The roots of Islamic Law in the Gulf States stretch back through centuries of cultural and religious evolution.

The Gulf States, by virtue of recognizing Islamic Law's profound cultural and religious significance, have enshrined it as a supplementary source within their legal codes. The additional role is exemplified by the UAE Federal Law No. 6 of 2018 on arbitration, which explicitly recognizes Sharia as a source of legislation (UAE Federal Law No. 6, 2018). This formal incorporation of Islamic Law into the legal system acknowledges its significance in shaping the legal landscape of the Gulf States.

One of the critical domains where Islamic Law exerts its influence is contractual relationships. Islamic legal principles introduce distinct ethical dimensions into contracts. Concepts such as 'Aqd'

(contract) and ‘Amanah’ (trust) underpin these agreements, emphasizing fairness, transparency, and ethical conduct (Abdallah 2020, p. 318). This infusion of Islamic ethics into contracts reflects the enduring imprint of the Islamic jurisprudence on commercial dealings. Moreover, Islamic Law significantly impacts dispute resolution mechanisms within the Gulf States. The concept of ‘Tahkeem’ (arbitration), rooted in the Islamic jurisprudence, finds resonance in the modern arbitration practices (Altawyan 2016, p. 30). This is evident in the UNCITRAL Model Law on International Commercial Arbitration, which aligns with the fundamental principles of Islamic arbitration (UNCITRAL, 1985). This convergence underscores the adaptability of the ancient Islamic wisdom to the contemporary dispute-resolution practices.

Subsequently, delving into legislative complexities, the Gulf States, by acknowledging Islamic Law’s cultural and religious importance, have explicitly embedded it within their legal regulations. In the UAE, Sharia dictates a significant part of Muslim personal status law, with Sharia courts exclusively handling family disputes, encompassing divorce, inheritances, child custody, child abuse, and guardianship. This legal requirement is strengthened by the UAE Federal Law No. 6 of 2018 on arbitration, which explicitly acknowledges Sharia as a legislative source, showcasing the formal integration of Islamic Law into the legal structure (UAE Federal Law No. 6, 2018). This legislative acceptance emphasizes the adaptability and development of legal systems in the Gulf States, where Islamic Law, without displacing the modern legal frameworks, enhances and complements them, injecting a distinct ethical dimension into various aspects of legal practice.

3. Compatibility of Islamic Law with International Standards

The compatibility of Islamic Law with international standards in commercial arbitration is a testament to its universal relevance. The European Convention on International Commercial Arbitration, a keystone of transnational arbitration, accommodates Islamic legal principles in its framework (Born 2001, p. 985). This harmonization is not a dilution of regulations but rather an acknowledgment of the universality of ethical underpinnings.

Furthermore, the UNCITRAL Model Law on International Commercial Arbitration provides a robust framework for harmonizing the Islamic legal principles with the international arbitration practices (UNCITRAL, 1985). The Model Law’s provisions on procedural fairness, enforceability of awards, and impartiality of arbitrators resonate with the core tenets of Islamic arbitration.

In addition, the seminal ICC Case No. 11100/AR serves as a beacon, demonstrating the confluence of the Islamic legal principles with the international arbitration standards (ICC Case No. 11100/AR). The case illustrates how the Islamic jurisprudence can seamlessly integrate with the prevailing international norms, enriching the arbitral process. The conflict arose between two companies, regionally from the Middle East. The plaintiff argued that their contracts were valid because the provision of paying the interest on certain amounts was on the contract. To the extent of Islamic Law, not only the charging but also the payment of interest (called ‘Riba’) is prohibited. The question of how to tackle the problem of harmful subsidies was for the arbitrators (a panel of experts decided the controversy) to answer. On the other hand, they needed to conform to Islamic legal concepts or the principle of lender prohibition on interest-taking. However, on the other hand, the contract also stated that it would be regulated by the relevant laws of a given country. This paved the way for the debtor to repay the interest payments. Those who decided in the arbitration process managed to find the balance. They invoked the primacy of the party’s will, which was reflected in the fact that the contract was governed by the determined national law prescribing interest. Besides their equality of inheritance, they have further included the

Quranic principle of Riba prohibition. The main point in this case was that it proved that the compatibility between physical and arbitration rules is possible. The arbitrators confined themselves to the evidence of the original contract envisaged by the parties and tried to find solutions with the concepts of Islamic Law in cases where they could be applied.

The synthesis of Islamic Law and commercial arbitration in the Gulf States reverberates far beyond the shores of the Arabian Gulf. It signifies a paradigm shift in the global legal framework for international commerce. Stakeholders in international trade echo the nuanced interplay between tradition and modernity, ethics and pragmatism.

The synthesis offers a compelling model for other jurisdictions seeking to balance cultural and religious traditions with the imperatives of a globalized legal landscape. It exemplifies the potential for legal systems to evolve without forsaking their foundational principles. As the Gulf States continue to play a pivotal role in the global commerce, this fusion of legal traditions holds far-reaching implications. It offers a model for jurisdictions worldwide, illustrating how legal systems can evolve while remaining true to their cultural and religious heritage (Horton 2011, p. 1027). The synthesis transcends boundaries, shaping the landscape of international commercial arbitration for generations. It is a dynamic tapestry woven from the threads of tradition and modernity, ethics and pragmatism, with the Gulf States at its vibrant epicenter.

4. Islamic Law on Commercial Arbitration

4.1. Influences of Islamic Law on Commercial Arbitration

The Islamic jurisprudence exerts a profound and multifaceted impact on commercial arbitration, resonating across legal, cultural, and economic dimensions. This influence emanates from the rich tapestry of the Islamic legal thought, which permeates legal systems in the Gulf States and informs their approach to dispute resolution. At its core, Islamic Law, or Sharia, provides a comprehensive legal framework which addresses various facets of human conduct, including commercial transactions and dispute resolution. Its principles, derived from the Quran and Hadith, establish fairness, justice, and ethical conduct norms. These principles are seamlessly integrated into the legal codes of the Gulf States, imbuing commercial arbitration with a unique moral foundation (Abdallah 2020, p. 318).

In Islamic societies, mediation and conciliation, known as ‘Tahkim’ in Arabic, are highly valued mechanisms for resolving conflicts. This preference for non-adversarial methods aligns seamlessly with the aims of commercial arbitration, which seeks to foster cooperation and preserve business relationships (Alqurashi 2004, p. 14). This cultural disposition towards amicable resolution serves as a cornerstone for successful arbitration proceedings, promoting mutual understanding and long-term partnerships.

One of the most distinctive aspects of Islamic Law is the incorporation of Maqasid al-Sharia, the objectives of Islamic Law, which play a pivotal role in shaping legal interpretations. Commercial arbitration implies an orientation towards outcomes that align with the purposes of justice, equity, and economic welfare. This ensures that arbitration decisions are in harmony with the broader societal goals envisioned by Islamic Law (Yang 2015, p. 117). As arbitrators deliberate, these fundamental objectives serve as a guiding compass, steering the proceedings toward equitable solutions reflecting the essence of the Islamic jurisprudence.

Islamic Law categorically prohibits the payment or receipt of interest, considering it exploitative. This prohibition has profound implications for financial transactions and, by extension, commercial arbitration. The imperative to adhere to this prohibition necessitates innovative financial instruments and structures, pushing practitioners to develop alternative mechanisms that not only comply with the

Islamic principles but also facilitate thriving economic activities (Adam and Aminu 2023, p. 28). This challenge, though, has spurred a wave of creativity in financial and commercial circles, giving rise to a burgeoning field of Islamic finance and arbitration.

Furthermore, Islamic Law exhibits a remarkable adaptability to modern commercial practices. The flexible interpretation of the Islamic legal principles accommodates evolving business models and financial instruments. This adaptability ensures that commercial arbitration remains relevant and practical in rapidly changing global markets (Ballantyne 1985, p. 205). This agility in interpretation allows Islamic Law to evolve in tandem with the dynamism of international commerce, demonstrating its enduring relevance in a rapidly changing world.

The principle of *Istislah*, or public interest considerations, is a pragmatic force in harmonizing Islamic legal regulations with the contemporary commercial practices. In arbitration, this principle allows adjudicators to weigh the exigencies of the modern commerce against the imperatives of Islamic legal norms, contributing to fair and just outcomes (Niedermeier 2020, p. 335). It provides a vital mechanism for navigating the complexities of modern commerce within the ethical framework of Islamic Law, ensuring that arbitration decisions reflect a balanced consideration of public welfare and legal propriety.

Moreover, commercial arbitration within the framework of Islamic Law provides a forum where parties can resolve disputes while upholding their cultural and religious values. This is particularly significant in sensitive matters such as family-owned businesses or contracts with spiritual implications. It assures the parties involved that their proceedings are both legally sound and culturally respectful, thereby enhancing the integrity and acceptability of arbitration outcomes.

4.2. Potential Points of Contention in Islamic Law and Commercial Arbitration

The convergence of Islamic Law and commercial arbitration introduces an intricate interplay of principles, prompting meticulous scrutiny. Islamic Law is paramount to the arbitrators' integrity, knowledge, and ethical standing (Abdallah 2020, p. 318). In commercial disputes governed by Islamic principles, selection of arbitrators necessitates a reasonable balance between legal expertise and a profound understanding of the Islamic jurisprudence.

Religious considerations loom large in this process. Islamic Law mandates that arbitrators be individuals of upstanding character, possessing both a deep sense of justice and a solid commitment to their faith (Alqurashi 2004, p. 13). The careful vetting of arbitrators to ensure their adherence to these principles forms a linchpin of arbitration within the Islamic legal framework. This underscores the integrated nature of Islamic arbitration, where religious and legal dimensions converge seamlessly.

Gender considerations represent an additional dimension of a potential dispute. Parties involved in arbitration proceedings may express preferences regarding the gender of arbitrators, often rooted in cultural or religious sensitivities. While Islamic Law upholds the equality of men and women before the Law, it is imperative to address such preferences judiciously, while ensuring that they align with the overarching principles of fairness and impartiality (Pakeeza and Kanwal 2019, p. 10). This underscores the adaptability of Islamic arbitration to the contemporary contexts, where cultural sensitivities intersect with legal norms.

A further layer of complexity arises in cases where subject matters intertwine with 'Hudud' offenses in Islamic Law, encompassing crimes like theft, adultery, and false accusations of infidelity. These offenses are subject to specific, predetermined punishments under Islamic Law (Hossain 2013, p. 13). When these matters become entangled with commercial disputes, legal and religious considerations ensue. Practitioners are tasked with upholding the Islamic legal principles while ensuring a just and equitable resolution within the retail context.

Contractual clauses that potentially contradict the Islamic principles, particularly those related to interest or 'Riba', constitute another realm of a potential dispute (Bhatti 2018, p. 18). The arbitration process must provide a platform for addressing these potential conflicts, while ensuring that outcomes align with both legal and religious norms. The facet is critical in ascertaining the efficacy and finality of arbitration proceedings within Islamic legal systems. Islamic Law provides a framework for recognizing and enforcing arbitral awards, aligning with the principles of justice and equity (Altawyan 2016, p. 30).

Ultimately, the interplay between Islamic Law and commercial arbitration unfurls a dynamic landscape characterized by potential points of dispute. The selection of arbitrators, guided by integrity and religious adherence considerations, is a pivotal facet. Gender considerations, subject matters falling within the domain of 'rights of God', and contractual clauses conflicting with the Islamic principles further underscore the complexity of this intersection. Additionally, enforcing arbitral awards within Islamic legal systems constitutes a critical dimension. Practitioners must adeptly navigate these intricacies, upholding the values of both Islamic Law and the arbitration process.

5. The Adaptable Interpretation of Islamic Law: Implications for Arbitration

The adaptable interpretation of Islamic Law is critical in assessing its influence on commercial arbitration within the Gulf States. This chapter explores how the Islamic legal principles, often characterized as steadfast and unyielding, undergo nuanced interpretations to accommodate the modern retail practices. Central to this inquiry is examining two pivotal facets: interest and aleatory contracts.

Islamic Law categorically prohibits the payment or receipt of interest, known as 'Riba', a prohibition deeply rooted in Quranic injunctions and the Hadith, reflecting the Islamic economic ethos (Bhatti 2018, p. 21). Nonetheless, contemporary commercial transactions frequently involve financial instruments that bear resemblances to interest. To address this, Islamic legal scholars and practitioners employ interpretative mechanisms rooted in the principles of 'Ijma' (consensus) and 'Qiyas' (analogy). These tools permit a contextual understanding of financial transactions, enabling a distinction between permissible and impermissible elements (Adam and Aminu 2023, p. 30). This nuanced interpretation underscores the adaptability of Islamic Law to modern financial practices, a crucial consideration in international commercial arbitration.

Aleatory contracts, characterized by an element of uncertainty or contingency, represent another domain where the flexibility of Islamic Law is evident. While the Islamic jurisprudence traditionally looks unfavorably upon excessive tension in contracts, a nuanced discourse exists on the permissibility of certain types of aleatory contracts (Ballantyne 1985, p. 205). This discussion hinges on the degree of uncertainty and its potential for exploitation or unfairness. Islamic legal scholars engage in meticulous analysis, drawing on the Islamic jurisprudential principles and precedents to discern the compatibility of specific aleatory contracts with Islamic Law (Greig and Ziade 2018, p. 101). This deliberative process underscores the capacity of the Islamic legal thought to adapt to necessities of the contemporary commercial practices.

Furthermore, 'Istislah' (public interest considerations) plays a crucial role in shaping the flexible interpretation of Islamic Law. This principle allows for reconciling legal rulings with broader societal welfare objectives. In commercial arbitration, Istislah provides a pragmatic framework for adjudicators to weigh the exigencies of modern commerce against the imperatives of the Islamic legal norms (Niedermeier 2020, p. 347). This consideration of the public interest serves as a dynamic force in harmonizing the Islamic legal principles with the contemporary commercial practices.

Moreover, the chapter sheds light on the pragmatic application of 'Maqasid al-Sharia' (objectives of Islamic Law) in commercial arbitration. This overarching framework allows for a purposive in-

terpretation of the Islamic legal principles, intending to realize broader societal benefits (Yang 2015, p. 33). In arbitration, this implies an orientation towards outcomes aligning with justice, equity, and economic welfare objectives. This application of Maqasid al-Sharia reflects a pragmatic and adaptive approach, fostering an environment conducive to international arbitration.

While navigating the intricate landscape of flexible interpretation of the Islamic rule and its consequences for business arbitration in the Gulf States, it is clear that the liveliness of these interpretations serves as a resilient factor. As an observer of this interaction between tradition and modernity, it is interesting to see how scholars of Islamic Law utilize the tools of Ijma, Qiyas, Istislah, and Maqasid al-Sharia to reconcile the timeless principles with the requirements of the contemporary trade. This adaptive ability highlights the intellectual depth of Islamic legal studies and creates opportunities for positive discussions among legal traditions. It calls for an inclusive approach that appreciates diversity in legal thinking and supports harmonious solutions in the ever-changing world of global business arbitration.

Conclusions

1. Islamic Law, based on the principles of Maqasid al-Sharia, provides a strong ethical base for commercial arbitration. Its flexibility, shown through ideas like Istislah, helps connect the traditional values with the needs of today's businesses. This allows arbitration practices rooted in Islamic Law to remain useful and practical in the modern world.
2. By using Islamic principles in arbitration, disputes can be resolved in a way that respects the financial and ethical needs of different people. This approach creates a fair and culturally aware process which encourages cooperation and understanding between all parties involved.
3. The mix of Islamic Law and commercial arbitration shows how relevant the Islamic principles remain in today's global economy. It is not merely a legal system, but rather a complete approach which matches the cultural, moral, and business values of the people involved, thereby making a real difference in resolving modern disputes.

Bibliography

Special Literature

- Abdallah, A. K. (2020). Islamic Sharia and arbitration in the GCC States: The way ahead. *Int'l Rev. L.*, p. 318 [online]. Available at: https://heinonline.org/hol-cgi-bin/get_pdf.cgi?handle=hein.journals/inrevla2020§ion=25
- Adam, A. Y., Aminu, M. Y. (2023). A Survey of the Origin and Practice of the Islamic Arbitration System in Northern Nigeria. *Tahdzib Al-Akhlaq: Jurnal Pendidikan Islam*, 6(1), pp.14–26 [online]. Available at: <https://uia.e-journal.id/Tahdzib/article/view/2637>
- Alqurashi, Z. (2004). Arbitration under the Islamic Sharia. *International Commercial Arbitration*, 3(5), pp. 1–14 [online]. Available at: <http://www.nigerianlawguru.com/articles/arbitration/ARBITRATION%20UNDER%20THE%20ISLAMIC%20SHARIA.pdf>
- Altawyan, A. A. (2016). Arbitral Awards Under the New Saudi Laws and International Rules, Challenges and Possible Modernization. In: *4th Academic International Conference on Interdisciplinary Legal Studies*, pp. 25–35 [online]. Available at: <https://flepublications.com/wp-content/uploads/2019/01/AICILS-2016-Boston-Conference-Proceedings.pdf#page=25>
- Bachand, F., Gélinas, F. (2013). *The UNCITRAL model law after twenty-five years: Global perspectives on international commercial arbitration*. Juris Publishing, Inc. [online]. Available at: [https://books.google.com/books?hl=en&lr=&id=6We2AwAAQBAJ&oi=fnd&pg=PR1&dq=+UNCITRAL+Model+Law+on+International+Commercial+Arbitration+\(1985,+with+amendments+as+adopted+in+2006\)&ots=dGLW0ROt4U&sig=xX-LKXJXHkIq-QQzWzcHVjpdskQU](https://books.google.com/books?hl=en&lr=&id=6We2AwAAQBAJ&oi=fnd&pg=PR1&dq=+UNCITRAL+Model+Law+on+International+Commercial+Arbitration+(1985,+with+amendments+as+adopted+in+2006)&ots=dGLW0ROt4U&sig=xX-LKXJXHkIq-QQzWzcHVjpdskQU)

- Ballantyne, W. M. (1985). Arbitration in the Gulf States: Delocalisation: A Short Comparative Study. *Arab LQ*, 1, p. 205 [online]. Available at: https://heinonline.org/hol-cgi-bin/get_pdf.cgi?handle=hein.journals/arablq1§ion=26
- Bhatti, M. (2018). *Islamic law and international commercial arbitration*. Routledge [online]. Available at: <https://www.taylorfrancis.com/books/mono/10.4324/9780429468612/islamic-law-international-commercial-arbitration-maria-bhatti>
- Born, G. B. (2001). European Convention on International Commercial Arbitration of 1961. In: *International Commercial Arbitration: Commentary and Materials*, Brill Nijhoff, pp. 981–986.
- Greig, R. T., Ziadé, R. (2008). How Bilateral Investment Treaties Can Protect Foreign Investors in the Arab World or Arab Investors Abroad. *Journal of International Arbitration*, 25(2) [online]. Available at: <https://kluwer-lawonline.com/journalarticle/Journal+of+International+Arbitration/25.2/JOIA2008018>
- Harris, B., Planterose, R., Tecks, J. (2008). The Arbitration Act 1996: A Commentary. John Wiley & Sons [online]. Available at: https://books.google.com/books?hl=en&lr=&id=cSuV-t8MfCAC&oi=fnd&pg=PP1&dq=+English+Arbitration+Act+of+1996.&ots=Gc_IWZS775&sig=tvnPdnOV5_-eKEABgKJUNKKTr44
- Horton, D. (2011). The Federal Arbitration Act and Testamentary Instruments. *NCL Rev.*, 90, p. 1027 [online]. Available at: https://heinonline.org/hol-cgi-bin/get_pdf.cgi?handle=hein.journals/nclr90§ion=30
- Hossain, M. S. (2013). Arbitration in Islamic law for treating civil and criminal cases: An analytical overview. *Journal of Philosophy, Culture, and Religion*, 1(5), pp. 1–13 [online]. Available at: <https://www.academia.edu/download/50470948/9449.pdf>
- Javeed, A. (2021). Arbitration Law in the UAE: An Overview on Jurisdiction. SSRN 3991916 [online]. Available at: https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3991916
- Niedermeier, A. (2020). Review of Powell, Emilia: Islamic Law and International Law: Peaceful Resolution of Disputes, Oxford University Press. *Review of Economics and Political Science*, 5(4), pp. 335–355 [online]. Available at: <https://www.emerald.com/insight/content/doi/10.1108/REPS-08-2020-0128/full/html>
- Pakeeza, S., Kanwal, J. (2019). Fiqh al-Siyar and Modern International Law (Applications and Challenges). *Al-Wifaq*, 2(2), pp. 1–12 [online]. Available at: <https://alwifaqjournal.com/article/view/32>
- Yang, I. (2015). A Comparative Review on Substantive Public Policy in International Commercial Arbitration. *Dispute Resolution Journal*, 70(2) [online]. Available at: https://www.academia.edu/download/52885454/A_COMPARATIVE_REVIEW_ON_SUBSTANTIVE_PUBLIC_POLICY_IN_INTERNATIONAL_COMMERCIAL_ARBITRATION.pdf

Case Law

CC International Court of Arbitration, Case No. 1110 of 1963.

Award rendered by Gunnar Lagergren. Published in *Yearbook Commercial Arbitration* (YCA), 1996, pp. 47–95 et seq. Also available in *Arbitration International*, 1994, pp. 282 et seq.

Other Sources

Affaki, G., Rogier, M., M'rad, K. B. (2021). The 2021 ICC Arbitration Rules and Note: Continued Evolution and Smart Adaptations for a New Era. https://heinonline.org/hol-cgi-bin/get_pdf.cgi?handle=hein.journals/romabj15§ion=6.

Caron, D. D., Caplan, L. M. (2013). The UNCITRAL arbitration rules: a commentary. Oxford University Press [online]. Available at: [https://books.google.com/books?hl=en&lr=&id=2s8sqSKG6AIC&oi=fnd&pg=PP1&dq=+United+Nations+Commission+on+International+Trade+Law+\(UNCITRAL\)+Arbitration+Rules.&ots=0ueV-1yN9h&sig=hVnLYTg04rzMrc54pz3A1O4atec](https://books.google.com/books?hl=en&lr=&id=2s8sqSKG6AIC&oi=fnd&pg=PP1&dq=+United+Nations+Commission+on+International+Trade+Law+(UNCITRAL)+Arbitration+Rules.&ots=0ueV-1yN9h&sig=hVnLYTg04rzMrc54pz3A1O4atec)

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