CHAPTER - IV
COMPOSITION OF ARBITRAL TRIBUNAL

4.1. Selection of Arbitrators

Article (11) paragraph (1) of (UNCITRAL) model law on international commercial arbitration 1985 (with amendments adopted in 2006) stated the following:

1) No person shall be prevented from serving as an arbitrator because of his nationality unless both parties agree otherwise.

2) Both parties are free to agree on procedures they are followed in appoint an arbitrator or arbitrators without breach to the provisions of paragraphs 4 and 5 of this article.

3) If they have not agreed to do so, they shall adopt the following procedures:

A) In the case of arbitration by three arbitrators, each of the parties shall appoint an arbitrator, these the appointed arbitrators shall assign a third arbitrator, if one of the parties fails to appoint an arbitrator within thirty days of receiving a request about that from the other party, or if the two arbitrators did not agree on the third arbitrator within thirty days of their appointment, it shall appoint it, at the request of one of both parties the court or authority referred in article (6) (that is authority Vary between country and other country)

B) If the arbitration was by an individual arbitrator, both parties could not agree on the arbitrator then it shall appoint him according to the request of one of both parties by the court or authority as referred in article (6).

4) In case of under an appointment procedures agreed by both parties:

A) If one of the parties fails to act in accordance with such procedures or.
B) If the parties or arbitrators are unable to reach an agreement required of them in accordance with such procedures or.

C) If a third party, even it was an institution, does not perform any task empowered to him in such proceedings. So either party may request the court or other authority named in Article (6) to take the necessary action, unless the agreement provides for the appointment procedure by another means of securing the appointment.

5) Any decision on a matter referred under paragraphs (3) and (4) of this article to the Court or other authority are referred in Article (6) shall be a final decision and irrevocable. The court or other authority when assign an arbitrator shall give due consideration to the qualifications are required by the arbitrator in accordance with the agreement of the parties and to the considerations that would ensure the appointment of an independent and impartial arbitrator. In case of appointment of an individual arbitrator or a third arbitrator, it shall to be taken into consideration also real of appointing that an arbitrator from a nationality maybe appointed other than the nationality of both parties.¹

The arbitrator is a person who has the trust of the litigants. He has the attention, priority to judge in adversaries was made between litigants. He may be appointed by the court, if the legislation permits him to carry out his duties. Whereas judgment of the arbitrator as judging on litigants. Where the legislator did not leave full free to choose it. But are bound by some restrictions as caring them.²

And for the importance of the role of the arbitrator, the arbitrator was granted more powers to enable him to resolve the issue of the dispute by issuing a binding decision to the arbitrated parties. Where he practices these powers from the first moment that he issued his consent to accept the task of arbitration. As he derived it from the agreement of the arbitrators who determine his authorities at the core of their agreement or to refer the matter to arbitration system or center or arbitration

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regulations in certain state, consequently the arbitrator's powers taken from this system or that law.³

Arbitration is an effective tool in settling disputes, because the task of arbitration is assigned to individuals called "arbitrator or arbitrators" and are chosen by parties of the dispute. Based on the trust they have in their ability to resolve the dispute or from the technical specialization that is not available at others. Which makes the arbitrators have ability better than others to understand the issues are presented before some persons.⁴

The appointing authority or the court shall take into consideration the matters that would ensure the selection of an independent or neutral arbitrator or take into account that it is desirable that the arbitrator is not as the nationality of any of the parties. This results in the selection of an arbitrator of the nationality of one of the parties to be valid when impartiality and independence are founded. So any person shall not be prevented to be as an arbitrator, unless both parties have agreed against that.⁵

The arbitrators always strive to be neutral and not to respond to any outside pressures. Although the arbitrators' judgments lack the causality and procedural transparency that characterize the natural judiciary. Where these things themselves provide the practical nature of arbitration as a quick, flexible solution that helps to promote the development of trade.⁶

An arbitration system is not found without to mention these conditions to ensure the impartiality and neutrality of the members of the arbitral board, In view of the task entrusted to them. It is known that the arbitration agreement between the parties of the dispute includes the choice of the arbitrator or the so-called free arbitration, whether it is a single person or arbitral proceedings. As evidenced by the conditions that the system requires to be available to the person who was chosen as an

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arbitrator. And what shall be resulted from those obligations that do not apply only on natural person. The system has set specific conditions, instructions for the process of selection of arbitrators, and determined these conditions to know arbitrators, choose the arbitrators, to state their names by liabilities. Where there are those who believe that the right shall be given to the arbitrators who are chosen by the parties of the dispute. Both parties can choose the best arbitrator. And the matter should not be given to the litigants to consent or not to appoint or choice. As it is due to the arbitrators were appointed by the plaintiff and the defendant. Even the required neutrality to be available, otherwise the expected arbitrator is not inclined to either party because of this choice.

In the second method in the appointment and selection of arbitrators, it will be adopted in case if the opponents refrain from selecting the arbitrators or one of them objects the arbitrators or if they agree to resort to one of the offices to choose the arbitrators instead of arbitrators. This method is called institutional or organized arbitration through arbitration centers or commissions. Where these offices make to choose members of the arbitration board whether he was one arbitrator or arbitration board.7

Therefore, we will divide this research into five sections:

1) Selection of the arbitrator by individual will.

2) Selection of one arbitrator or several arbitrators.

3) Selection of third arbitrator by the arbitrators who were selected by individual will.

4) Foreign board shall be involved in the selection of the arbitrator.

A) Participation a public authority.

B) Participation union authority.

5) Selection of arbitrator under the international rules.

4.1.1. Selection of the arbitrator by individual will

Article (11) of paragraph (2) of (UNCITRAL) model law on international commercial arbitration 1985 (with amendments adopted in 2006) stated as below:

Both parties shall be free to agree on the procedure to be followed in appointing the arbitrator or arbitrators without in fringing the provisions of paragraphs 4, 5 of this article.8

Since recourse to arbitration is a conventional conduct in principle9

It will be chosen at the will of the free parties as it is not desirable to deprive any person from resorting to his natural judge. And his choice to resort to a means of resolving other disputes allowed by the law is an issue within the validity and freedom of choice. If the parties choose to use arbitration as a means of settling disputes, one of the most important consequences is that the parties should agree on the substance of the dispute. The parties may agree to choose a single arbitrator to consider and decide on the dispute. Appointed by the arbitrators or may differ in the number of members of this commission, then the provision in this case of the text that determined the number of members of the arbitral board in the case of disagreement and the number.10

Accordingly, the parties' freedom to choose the arbitral board is one of their basic rights and is guaranteed to them both before the beginning of the arbitration dispute, or when the arbitral board is chosen, beginning or after the beginning of the arbitration dispute. If the arbitrator's task is terminated or dismissed, another of the main motivations that the parties wish to follow through the arbitration process is to resolve any dispute between them. There is no doubt that the trust in the arbitrator's good judgment and his fairness is originally the source of the agreement on arbitration. Therefore, the logic imposes on the legislator that the original in the

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9 Dr. Haddad, Hafitha Al Sayed. Summary in general theory in international commercial arbitration. (N.edt).
appointment of the arbitrator should make the joint will of the adversaries an appointment with the participation of both parties.\textsuperscript{11}

There are two basic principles when assign an arbitrator and assemble arbitration board as following:

**Principle 1:**

The will of the litigants shall be the first reference in the selection of the commission. If the parties agree on the method of selection of the arbitrators. The agreed terms shall be complied with.

**Principle 2:**

Respect for equality between the parties of the dispute in terms of the selection of arbitrators, neither of them is preferable to the other, in the sense that no one may be assigned to the selection of all arbitrators without the other. The arbitral assemble of the arbitral board is either through free arbitration or by institutional arbitration. The basis of distinction is the arbitration agreement itself. Where the agreement refers to the settlement of the dispute by arbitration of an arbitral institution. We shall be subject to institutional arbitration. Otherwise arbitration would be free. Where such a reference exists or is not present in the arbitration agreement.

When the parties are willing to resort to arbitration to settle disputes arising out of a particular relationship. They do not merely express the removal of the dispute from the jurisdiction of the judiciary. But must disclose their intention to subject him to the authority of a special judiciary to control him. The arbitral agreement shall be referred to the arbitral board, which shall have the task of adjudicating the dispute, whether by naming the arbitrator or arbitrators by name, or how to appoint them.\textsuperscript{12}

**4.1.2. Choosing one arbitrator or many arbitrators**

The result is that the origin is the sole arbitrator, pluralism is an exit on this origin even though the practical reality shows that pluralism is most likely to occur. The

\textsuperscript{12} Aljamal, Dr. Mustafa Mohamed, Dr. Akasha Mohamed Abdel Aal. Arbitration in international and internal private relations. 1\textsuperscript{st} ed. Alexandria: Halabi Publications, 1998. P 330.
question of the choice between a single arbitrator and a more than one arbitrator has been raised. Several points have been identified as advantages of sole arbitration. The choice of a single arbitrator may save costs and may be better able to adjudicate separately if greater consideration is given to the determination of meeting times and audit times In the eyes of the dispute, which may hinder the speed of the multiplicity of arbitrators, especially if taking into account his specialization, his knowledge of the subject of the dispute and the rules of arbitration.13

On the other hand, several issues are raised to favor the multiplicity of arbitrators. And the fact that more than one arbitrator has a greater degree of assurance is necessary to examine the single-decision dispute in which it is issued. Because the presence of more than one arbitrator means the multiplicity of experience and the multiplicity of viewpoints. In my view, generally judging by favoring one type is inaccurate. Since there are certain types of conflict where a single arbitrator can consider the dispute and the purpose is better than that of multiple arbitrators in such disputes. While there are disputes that require a number of arbitrators, but in general the idea is the majority of arbitrators on the sole arbitrator. But we must stop here at an important point of a question that we must address is (Can this agreement be ratified before or during the arbitration proceedings) agree to appoint a third arbitrator through the path specified in the law to be chosen by the arbitrators appointed by them or resort to the court in case of disagreement. 14

It is therefore possible to say that the appointment of arbitrators shall be subject to the will of the parties. The arbitral board may consists of one or more persons, provided that the number is odd15. The appointment may be made by name and title (such as a bar captain or a captain of engineers ...), either in the arbitration agreement or in a subsequent agreement.16

The principle of freedom and equality between the parties prevails in the selection of the arbitral board. Neither party has the right to choose the arbitrators. If, for

14 Ibid.
example, each party chooses a special board, the chosen arbitrator or arbitrators shall choose the third arbitrator. The parties do not intervene except in case of disagreement.\textsuperscript{17}

The idea of leaving the matter to choose the arbitrators is taken into consideration by the arbitrator. The arbitrator chosen by the opponent feels that he is subordinate to him and considers himself to be a lawyer who defends his point of view and interests in the conflict, which is detrimental to Instability of the principle of impartiality, independence and impartiality are should be founded in arbitrator.\textsuperscript{18}

4.1.3. Choosing third arbitrator by the arbitrators who were selected by individual will

Article (11), paragraph (3) (a) of (UNCITRAL) model law on international commercial arbitration 1985 (with amendments adopted in 2006) provided the following:

3) If they have not agreed to do so. They shall make the following procedure:

A) In the case of arbitration by three arbitrators, each of the parties shall appoint an arbitrator and the two arbitrators so appointed shall appoint the third arbitrator….\textsuperscript{19}

If the origin of the arbitration is that the parties in the field of international trade are interested with wide discretion in selecting the arbitrators as we mentioned earlier. This does not mean that this is the only way to choose them. The procrastination may occur from one of the parties to choose the arbitrator or not to appoint an arbitrator.\textsuperscript{20}

In another situation, one of the parties often disagrees with the appointment of the arbitrator proposed by the other party in the case of the sole arbitrator, or if one of the parties fails to appoint the arbitrator in the case of agreement that the number of arbitrators shall be three, each of the parties appointing an arbitrator, appointed by


\textsuperscript{18} Ibid. p 143.

\textsuperscript{19} United Nations Model Arbitration Act 1985 (UNCITRAL).

the arbitrators, or when the two arbitrators are unable to appoint the third arbitrator.21

In all these cases, if the parties to the arbitration agreement do not specify a person or entity as the appointing authority to appoint the arbitrator in case of non-agreement, that does not mean the failure of the arbitration procedure, but rather at the will of the parties and the protection of the good-faith party. Of the competent judicial authorities to appoint the arbitrator, especially when the period specified in the agreement.22

In the rules applicable to arbitration, especially in the relationship between the arbitrator and the parties to the dispute. They have a contractual nature, means that the arbitrator may reject the assignment assigned to him. Whereas his appointment by order on the margin of a petition allows the arbitrator to apologize for the task entrusted to him.

4.1.4. A foreign board shall be involved in the selection of the arbitrator

Article 11 (3) (b) of (UNCITRAL) model law on international commercial arbitration 1985 (with amendments adopted in 2006) states:

B) If the arbitration is done by an individual arbitrator and the parties could not agree on the arbitrator. It shall be committed to appoint an arbitrator at the request of either party. If it was the court or authority named in article (6).23

In some cases, arbitrariness or procrastination by one of the parties may occur by choosing the arbitrator, or the appointment of the arbitrator is not agreed originally while the role of the national judiciary arises in the appointment according to the formal procedures of the law. (Such arbitration shall be conducted by specialized international or national bodies or centers in accordance with pre-established rules

and procedures such as international conventions or decisions establishing such commissions or centers).  

However, to be said that the question of the selection of arbitrators is governed by a fundamental principle which is the principle of the authority of the will of the parties may not be true in all cases, because sometimes the parties to the dispute agree to subject the dispute between them to arbitration of special cases, without specifying how and how to name the arbitrators clearly and accurately. The jurisprudence that the best way to resolve these differences is the intervention of an external body. There are two types of external authorities that the parties can choose:

1. **Union authority shall intervene.** In the field of international trade, important trade union blocs are often formed without an arbitral board. The majority of typical contracts and general terms of sale, which include recourse to arbitration, provide for a union authority to intervene in the formation of an arbitral board if necessary.

2. **The intervention of the public authority.** The arbitration agreement may include resorting to a non-union to replace the party that is delaying the appointment of the arbitrator. This is evident in the international companies. As we find in the relations of the major trading companies of the developed countries with the developing countries. The emerging conflicts are one of the most difficult issues facing the law International. In many cases, agreement has been reached on a national or international committee or authority that intervenes, if necessary, to form an arbitral board.

The jurisdiction of the host State may interfere with the arbitration of the necessary appointments, as stipulated by the French legislator. Which gives the President of the Paris Court the possibility of making appointments according to the cases provided for in the article provided that the arbitration taken place in France.

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In some contractual applications in some countries. A foreign judicial entity is used to make appointments as in the contract between Iraq and Iran Company in 1964. If either party fails to appoint an arbitrator, either party may request the President of the Federal Court in Lausanne (Switzerland) or in his absence from the highest regent rank in the said court the appointment of such arbitrator.\textsuperscript{28}

A part of the jurisprudence rejected the idea of intervention by the public authority in the appointment of arbitrators. Because it is unreasonable for people who work in international trade field who see arbitration as an area for the exercise of the will and independence of their authority.\textsuperscript{29}

Arbitration is the natural extension of a free economy. This form of justice is in fact a fundamental act of freedom. The parties to the conflict are the ones who choose their own case. And therefore it is an interpretation of the contractual freedom in dealing with disputes.

The arbitration is regarded as the natural mate for free economy or ad-hoc has a broad freedom to regulate arbitration through each stage, from the arbitration agreement through the selection of the arbitration body to which the arbitration is governed. The parties shall define the limits and scope of their powers. And then define the procedures for the arbitration dispute and the substantive rules to which this body is bound.\textsuperscript{30}

In the case of organized or institutional arbitration. It is not necessary, in the case of agreement on a specialized institution to regulate the arbitration that the parties agree on how to elect the arbitrators. Because the rules are followed by arbitration institution is to tackle a matter under significance of conflict and its nature.\textsuperscript{31}

It is decided in systems, boards of international arbitration institutions. It is required on arbitration board to restrict to stated procedures in these systems and tables. If there was not a text to tackle certain processes. The procedures were agreed by

\textsuperscript{28} Ibid. p 164.  
\textsuperscript{29} Abdul Hadi Abbas, op. cit. P 421.  
\textsuperscript{30} Mohammed Jared, The Role of Will in International Commercial Arbitration, (master thesis), Faculty of Law and Political Science, University of Abu Bakr Belqayd, Tlemcen, 2009-2010, p 130.  
parties is valid. If there was not founded, so the arbitrator has the right to choose suitable procedures for conflict.\textsuperscript{32}

4.1.5. Choosing of the Arbitrator in the International rules

The international rules in force in the field of international arbitration generally do not set special conditions for those who can be chosen arbitrator. Because in this case the rule leaves the parties free to choose the person or persons they trust and their integrity and confidence in their decision to resolve the dispute. While some international conventions expressly provide for the possibility of an alien becoming arbitrator, it was stated in the European Convention in 1961.\textsuperscript{33}

In Article 3 of the Convention states that in aliens subject to this Convention aliens may appoint arbitrators. And some international conventions and rules provide that an arbitrator who has the nationality of a party to the dispute shall not be appointed if appointed by the appointing authority. The 1987 Arab Convention on Commercial Arbitration provides that "Arbitrators who are appointed as nationals of one of the parties shall not be entitled." Article 14 of this Convention provides that “The Board of Directors shall annually prepare a list of judges, "A similar provision was made in the 1965 Washington Convention on the Settlement of Investment Disputes, which states in Article 38 of the Convention that" when the Chairman of the Board of the Settlement of Special Disputes Investments. The appointment of the arbitrator or arbitrators shall not be nationals of the State of a Party. "Such provision is contained in international rules on arbitration. An example of this is paragraph 6 of Article 8 of the Arbitration Rules of the International Chamber of Commerce 1919, as well as the provisions of paragraph 4 of Article 6 of the Rules. Arbitration established by the United Nations Commission on International Trade Law.\textsuperscript{34}

This is also the case with the (UNCITRAL) model law on international commercial arbitration 1985 (with amendments adopted in 2006) Where in article 11, paragraph


\textsuperscript{33} European Treaty on International Commercial Arbitration, concluded at Geneva.

\textsuperscript{34} European Treaty on International Commercial Arbitration, concluded at Geneva. See article 18, paragraph 4, of the Convention.
1, "No person shall be barred from acting as arbitrator unless, otherwise the parties agree".\textsuperscript{35}

In terms of international conventions, we recall the provisions of the (UNCITRAL) model law on international commercial arbitration 1985 (with amendments adopted in 2006), article 6 of which refers to the national jurisdiction of the contestants to make the necessary appointments. And the Arab Convention on International Commercial Arbitration of 1987 in Article 18.\textsuperscript{36}

It seems from the foregoing that the role of the national judiciary in the formation of the arbitral board is purely procedural, with the aim of merely preventing the suspension of the arbitration process because the arbitral board has not been selected or completed and it is unlikely to address the substantive aspects of the arbitration agreement.\textsuperscript{37}

Before conclude this case of the intervention of the national judge during the course of the arbitration proceedings, it must be noted that the appointment of the arbitrator by the court is also in the case of the appointment of the alternative arbitrator. When the arbitrator is removed or retires on his own initiative or in the event of his death or the occurrence of a legal impediment or actually makes him unable to continue his mission.

Some international treaties on international arbitration, including the Geneva Convention of 1961, have recognized the nature of the Convention on the Appointment of Arbitrators, as well as the precise organization it has established for the appointment of arbitrators. In case of non-determining parties for this appointment in Article (4).\textsuperscript{38}

\textsuperscript{35} United Nations Model Arbitration Act 1985 (UNCITRAL).
It is noted that the majority of the legislation aimed to recognize the freedom of the parties to the dispute in the selection of the arbitrator. And only put in place some general controls that ensure the arbitrator’s authority to perform his mission.

This freedom which is guaranteed by the various legal systems, gives the parties of the dispute the responsibility to choose the arbitrator, which requires careful and properly selection, because the success of the arbitration depends on the good selection of the arbitrator. 39

4.2. Conditions to be met in the Arbitrator

4.2.1. Introduction:

The arbitrator is required to judge with independence, neutrality and efficiency from the time of choice until the issuance of the decision. As a general rule, the arbitrator must have qualifications and personal abilities such as intelligence, skill full handling of problem, and the ability to devise. Which enables him to perform the task of resolving the dispute as soon as possible. Moral and behavioral qualities such as honesty, honesty and chastity that he does not extend his hand to bribery or bias to one side without the other. 40

Some Arab and international conventions on arbitration have taken into account the importance of the availability of moral aspects and qualities in the arbitrator, especially as the profession has sanctity which is no less important than the profession of doctor, judge, lawyer and engineer. Article No.35 of the agreement on Settlement of Investment Disputes between the Arab countries hosting Arab investments in 2001 states as follow:

"The arbitrators registered in arbitration lists must be persons of good character". Article (14) of the Washington Convention on the Settlement of Investment Disputes of 1965 stipulates that:

The arbitrators registered in the Center's lists shall be of moral character."

The Amman Arab Arbitration Convention went further than that. I swear by Almighty Allah that I am judging fairly that I am in charge of the applicable law, that my mission is faithfully, impartially and predilection.41

The arbitrator is a person who has the trust of the adversaries who have given careful attention to the dispute between them. Since there must be a set of conditions in order to qualify him not to run this process of control as there are conditions agreed jurisprudence. As well as arbitration centers to be available in the arbitrator is almost devoid of it is listed by all arbitration books. And there are different conditions in which the parties have discretion.42

We will divide this research into four researches, one of which will discuss the necessary legal conditions, in the second we will discuss the optional conditions (The convention) and in fourth we will discuss the judge to adopt task of arbitration.

4.2.2. Legal provisions (Obligatory)

A number of legal provisions require the arbitration to observe them before he came into office, therefore to secure his neutrality and independence. To be not worried about his decision to settle dispute. The basis of these provisions that the arbitrator makes to judge between litigants, even it was special judgment. But it is required on rule of effects are resulted in judiciary rule, where statement to be performed, seizure plea, to be impugned and invalidity of the claim.43

Therefore, the arbitrator has to be qualified legally to take responsibility of arbitration in addition to necessary legal and civil qualification and these provisions such as following:

1) The arbitrator shall has the civil capacity.

2) Neutrality and independence.

3) Absence of any interest in the dispute.

4.2.2.1. Requirement of civil skills in the arbitrator

Since the arbitration agreement is a legal act. The will of its parties tends to have a certain legal effect, which is to withhold the jurisdiction of the state to settle the dispute for the state's jurisdiction in favor of arbitration. Each party must have the necessary performance to produce sufficient will to conclude the agreement or was incomplete by the arbitrator. The arbitrators chosen by the parties, the arbitral award was null or voidable.  

It is only natural that the arbitrator is required to have his eligibility valid, so that he has no mental, psychological or physical defect that affects the possibility of his thinking as normal thinking. It is unreasonable to assign wise parties who are keen on their money to refer their disputes to a unsound person or has a mental or physical disability that affects the attainment of his or her thinking of the level expected of a rational person.  

Therefore, the arbitrator must be fully qualified in accordance with personal law that means national law. And therefore the arbitration laws do not require a minimum age for the arbitrator, as in the case of a judge. It is sufficient to have legal capacity to complete eighteen years. Arbitration is a jurisdiction over others, and therefore it is necessary for the person to have such jurisdiction to be fully qualified. It is not permissible to appoint a young person as arbitrator, otherwise it is a null and void judgment. The arbitrator should not be a minor or a person deprived of civil rights or bankrupt. The validity of the judgment or invalidity, which in this case is subject to the law governing the proceedings.

On the other hand, if the insane or the naive or the negligent does not have the right to exercise its rights if do the detention to him. It is not possible to judge the rights of others.47

4.2.2.2. Independence or impartiality of the arbitrator

Article 12 Paragraph 2 of the (UNCITRAL) model law on international commercial arbitration 1985 (with amendments adopted in 2006) provides that "an arbitrator may not be returned unless there are circumstances that raise justified doubts about his or her impartiality or independence ". Although there is some difficulty in giving specific content to both the concept of independence and impartiality. The requirements of a fair arbitration judgment. The arbitral nature of the jurisdiction of the arbitral board does not permit the arbitrator to be a party to the dispute or to have an interest in it of any kind. The independence of the arbitrator shall be in existence until the judgment is rendered. The absence of financial, professional, or social ties, previous or current, linking the arbitrator to the adversaries is the most important aspect of his independence. The trust of the litigants in the arbitrator makes them collaborators with him in his judgment and in most cases executing him voluntarily, if it is true that the arbitrator is merely a judge by coincidence in a dispute on the basis of an offer by the parties to the dispute and accepting the arbitrator to resolve the dispute.48

This does not mean that he is acting in favor of or against any of the parties, so that the choice of the arbitrator by the parties should not affect his independence in confronting them nor change the judicial nature of his task. The arbitrator's independence is presumed to be essential and an important guarantee of a just judgment. It is noted that there is a jurisprudential tendency towards the use of the term independence and neutrality as synonyms.49

Independence is related to concrete physical phenomena that focus on material facts in the relationship of the arbitrator with the adversaries and others so as not to be

subject to external influence when the dispute is settled. Neutrality, however, is a matter of the same arbitrator, which makes it judiciously rules between the parties. Objectively, without favoritism on either side on the other.\textsuperscript{50}

In order to ensure these two requirements, the rules of the two systems provide the parties possibility to respond to any arbitrator who may find evidence of suspicion of its independence or impartiality. Where neutrality and impartiality of arbitrators are necessary as a prerequisite for justice and integrity. The first paragraph of Article 14 of the Washington Convention stipulated that the arbitrators on their lists "Should be persons of concern ... and that they should be guaranteed independence in the exercise of their functions."\textsuperscript{51}

As the basis of arbitration is the establishment of mutual trust between the parties in their arbitrators, so neutrality and independence from the adversaries must be available in the arbitrator. And this corresponds to the nature of the task performed, and these characteristics must be close to the members of the arbitral tribunal cannot be exceeded as this is the case for judges. The impartiality and independence of the arbitrator is one of the basic guarantees of litigation in order to reassure the parties to their judge. And that his case is issued only on the right and impartiality without prejudice. They are two conditions for practicing the judicial function regardless of whether the named charge is a judge or an arbitrator for the arbitrator's success in his mission.\textsuperscript{52}

4.2.2.3. Absence of an interest in the dispute

Most international contracts require arbitration members appointed by third parties to have no interest in the dispute that they will consider in order to ensure their impartiality and fairness. The different terms expressed in the said interests are absent, Which necessitates the disappearance of economic interests, that there should be no connection to the parties to the conflict, but we must take into account

\textsuperscript{51} First from Article 14 of the Convention on the Settlement of Investment Disputes between States and Citizens of Other States signed in Washington on 18 March 1965.
the meaning or meaning of the interests to be extinguished in the arbitrator appointed by third parties to be interpreted broadly so as to include confirmed or potential political and economic interests. It should be noted that in addition to these two conditions mentioned above and must be available in the members of arbitration appointed by third parties provided that all necessary conditions to ensure the neutrality and impartiality of the members of the arbitration who appoints them whether the Convention enumeration of all or some of these conditions, this is completely inclusive.\textsuperscript{53}

Originally a litigant should not be an arbitrator, because justice does not recognize that a single person is a judge and a rival at the same time, and this is a rule of public order according to the view of the most correct opinion in the case. Rather, they argue that the arbitrator cannot benefit from the judgment issued by the arbitrator may not be a creditor or guarantor in the dispute of arbitration of a party or the debtor, secured or guaranteed, nor may the partner or shareholder in a company be arbitrator in a dispute between that company and others.\textsuperscript{54}

\textbf{4.2.3. Conditions of the agreement}

If the majority of the systems have stipulated that some conditions must be met in the arbitrator as necessary when he sat in the chair to be an arbitrator. These systems, legislation have given the controlling parties full freedom to define different characteristics and conditions in their chosen arbitrator. Which is interesting with the arbitrator and the legal center which he occupies in these conditions. The agreement, even if provided for in the law, unless it comes in the form of its permissibility and its enforcement, is restricted by the parties not agreeing to what is contrary to it. Because it is not related to public order. And restricted legal texts to become an important arbitrator impossible. These conditions include that the arbitrator is of a certain nationality, of a specific gender, a man or a woman or a particular religion, that the arbitrator is experienced and competent, that he or she has an occupation or a job. The jurisprudential debate about its


classification or its attachment to public order is also left to the discretion of the parties and we will discuss it as follows.\textsuperscript{55}

4.2.3.1. Gender and nationality of the arbitrator

Most of the legislation does not require that the arbitrator be of a specific gender or nationality. The parties have the right to choose any arbitrator of a particular nationality and, conversely, to the (International Centre for Settlement of Investment Disputes) ICSID, where they have gone elsewhere and see this in Article 38, which states that "Appointed by the President in accordance with the provisions of this article, nationals of the Contracting State which is a party to the dispute or a Contracting State of which a national is a party to the dispute".\textsuperscript{56}

In addition, some legislations do not stipulate that the profession of the arbitrator should be of a particular gender. The parties may choose a man or appoint a woman as arbitrator if any of the two conditions are met. The lack of choice of women as arbitrator, then it is imperative to respect the legal provision that expressly grants the arbitration of women.\textsuperscript{57}

As for the nationality of the arbitrator, most of the different arbitration laws did not deal with the issue of the nationality of the arbitrator. And left it to the parties to agree. The arbitrator may be an Arab or a foreign national, according to the will and selection of the parties. The arbitrator must be national in the sense that arbitration is a type of judiciary that should not be handled by foreigners. And therefore some legislation requires that the arbitrator be among its nationals, such as Latin American legislation such as Chile and Colombia.\textsuperscript{58}

The fact that the arbitrator is a private judge is that the choice of the arbitrator depends on personal considerations and is left to the discretion of the adversaries. The weighting between a national arbitrator and a foreigner is based on objective grounds, in particular the impartiality and impartiality of the arbitrator. The general legal culture, some believe that the nationality of the arbitrator has a great impact on

\textsuperscript{56} Article (38) of the ICSID.
its independence and its positions. Which in turn reflected on its decision on the
dispute in view of the expression of the nationality of the arbitrator belonging to a
legal system, political and economic may be completely different from the
opponents. The difference of the nationality of the arbitrator is as influential as
Differentiation of the legal system.\textsuperscript{59}

Some jurisdictions have differentiated between the nationality of arbitrators
appointed by the parties and the nationality of the sole arbitrator or head of the
arbitral tribunal, provided that the principal arbitrator belongs to a nationality other
than the nationality of the litigants of impartiality. Where it is feared to be
prejudicial to the party involved in the same nationality and the legal system. And
the example of arbitration centers that take into account the need to not be the
arbitrator of the nationality of one of the parties to the conflict. Article 11 Paragraph
5 of the Arbitration Rules of the (UNCITRAL) model law on international
commercial arbitration 1985 (with amendments adopted in 2006) and Article 18,
However, it is preferable that the arbitrator be a national with the same culture and
language as the litigants. Because Arbitration becomes parallel to the judiciary,
followed by adversaries disobeying the judiciary and its procedures.\textsuperscript{60}

However nationality is not a decisive criterion in the selection of the arbitrator,
unless it is expressed to many parties to arbitration on the arbitrariness of the
arbitrator. And in the opinion of some of the jurisprudence that prefer to appoint the
arbitrator of the nationality of the non-nationality of the parties as mentioned above,
but the practical experience of arbitration cases famous in some oil countries. The
fact that it is difficult to resolve the question of the arbitrator acting in favor of state
indicates that in certain nationalities it may be desirable for the arbitrator to be of the
nationality of the parties themselves if they unite. Because in this case they will
know their language from others, the provisions of the law chosen, application on
actions or the theme of the conflict. And will save them in expenses, and the period
specified for the adjudication of the dispute. In summary, the legislation left the


\textsuperscript{60} Samia Rashed. Arbitration within the framework of the Regional Center in Cairo and its extent to the
parties with complete freedom to determine the gender or nationality of the arbitrator in order to affirm the principle of the will of the judiciary.  

4.2.3.2. Experience and competence of the arbitrator

In the case of the requirement of certain qualifications in the person of the arbitrator, a trend in the jurisprudence indicates that there is nothing to prevent the arbitrator from being an expert or an expert on the subject of the dispute or ignorant of a law. The arbitrator may be ignorant of the language of the litigants.

Another trend of jurisprudence is that the members of the arbitral board chosen to adjudicate in the dispute. And if they are not jurists, should at least be specialists in the dispute they are discussing.

One of the options left to the parties is the possibility of agreeing to require expertise and competence in the arbitrator they will choose to conduct the arbitral process. Most legislations do not require a particular experience in the arbitrator, or have a certain degree of culture, but some require that they have experience. Despite the importance of the element of experience in the person in the arbitration process, but it is not a condition for his selection, except within the limits recognized by the opponents. And the experience of the arbitrator is the source of confidence in himself first, and in arbitration secondly, and therefore required some legal systems for arbitration that the arbitrator with experience in the area of dispute before arbitration. Despite the importance of this requirement in the field of arbitration because it eliminates the use of experts as a measure that may delay the adjudication of the case and thus does not achieve the desired objective of arbitration. And it quickly settlement in disputes.

In this direction, the judge must have the intellectual and moral competence that gives him the ability to form an opinion about the centers of legal adversity. This

61 For more details on the power of will, see: Senhouri, Abdul Razzaq "principle of the will of power". Friday, August 21, 2015. Sanhoury Explanations of Law. (Visited on 27/11/2016).
requires that he be aware of the law that requires text, spirit and is aware of the social realities to which he applies. As well as the impartiality of creation, the objectivity of thought, and the independence of personality. Which are necessary qualities to ensure that he is faithful to the legal truth. In fact, the judge has served the judiciary for a period of time in which he can develop these possibilities and qualities.\textsuperscript{65}

And that the requirement of expertise and competence of the legal arbitrator is most important when chosen, in comparison to other conditions of the convention, to bring the parties out of the arbitration process by virtue of the right implemented quickly as they expect without being invalid. And that the nature of the conflict is which leads the parties to choose an efficient arbitrator able to manage the process, especially when the dispute raises issues requiring a high degree of specialization, and therefore the parties choose the appropriate arbitrator, often a lawyer. If the dispute raises legal issues, or an illegal person if the subject matter of the dispute raises issues requiring different technical or professional competence, the arbitrator exercises the power of the judge to apply the provisions of the law to the dispute before him. The arbitrator investigates the validity of the mutual allegations by identifying the facts of the dispute and imposing the rule of law on them. The arbitrator is like the judge, brings the rule of law to justice, and arbitration by law requires that the arbitrator is aware of the provisions of the law, especially objectivity, and not only knowledge of arbitration procedures, so requires a part of the jurisprudence to be at least one of the arbitrators of the law, the application of the provisions of the law. The choice of the arbitrator is no longer dependent on the mere trust of the litigants in the person of the arbitrator, but rather requires the availability of objective efficiency, specialization, knowledge of the rules and principles of the profession.\textsuperscript{66}

The difference in the nature of the arbitrator's work from the work of the judge, especially in terms of the basis of arbitration on the basis of an agreement, led to a disagreement over the extent of the legal expertise required for the work of the arbitrator. We may not exaggerate if we say that there is no difference between the

\textsuperscript{65} Ibid. p 151.  
\textsuperscript{66} Ibid. p 94-95.
works of the arbitrator. Arbitration is of a technical nature, and technical and professional necessities are behind its prosperity. However, most of the statutes do not require the arbitrator to have legal competence, and some do not require that the arbitrator be competent or experienced even in the field of dispute.67

It is necessary to distinguish between the legal experience and the technical expertise of the arbitrator. The first is true and it can be said that it is unnecessary while the second is imposed by the need of the arbitrators and their choice and choice for those who see it as the most capable of resolving their dispute. Therefore, we believe that, as far as international trade is concerned. It is familiar with the principles and legal provisions in general and the principles and provisions of international trade law in particular. On the other hand, this is different with regard to some international institutions. For example, with regard to the dispute settlement system in the World Trade Organization. Experience redundant element from the presence of the arbitrator, whether legal experience or professionalism. The cause of this is that the system established by the organization for the settlement of disputes plays the role of eye-guard nightly to protect the security and the future of the system of multi-parties. Which is embodied in a number of agreements which contain a set of provisions and principles governing international trade. As well as the need to be familiar with the principles and provisions of international public law, all of which requires that the arbitrator be familiar with and knowledgeable in the field of public international law and commercial law and even the general law and legal laws. The continuous development, increasing specialization of categories, subjects of economic exchange have produced a number of innovations that require necessary provisions and descriptions to be taken into account in relation to the methods available for the settlement of disputes, especially international trade. The rights of member States of the multilateral trading system require the arbitrator to have legal and professional experience as well. This is understood in the text of article 2/8 of the memorandum of understanding by saying that members of

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arbitration groups should be selected to ensure their independence, sufficient diversity in their knowledge and expertise.\textsuperscript{68}

It is also possible to say about electronic arbitration that disputes revolve around contracts and electronic transactions that takes place through the Internet. It requires the arbitrator to have scientific competence, practical briefing on the technical aspects of electronic transactions and exits and mechanisms of communication through electronic media, in addition to the need to knowledge and know the terms and customs that are traded in the world of e-commerce. And therefore the parties must be vigilant about the issue of the competence of the arbitrator in the field of information technology and techniques.\textsuperscript{69}

4.2.4. General Provisions

4.2.4.1. The arbitrator agrees to resolve the dispute between the parties

The agreement of the parties to form the arbitral board by determining their number and their names shall not mean that it has been finalized. The arbitrator chosen shall agree to his appointment and accept the functions entrusted to him, as referred to in the Quick Arbitration Rules of the World Intellectual Property Organization through Article 18. The arbitrator who accepted the assignment of arbitration shall notify the center in writing of the acceptance of the arbitration function and its obligation to provide the necessary time for the arbitration to be completed in full and transparent manner.\textsuperscript{70}

The acceptance of the arbitrator is one of the peremptory norms to which the validity of the composition of the arbitral board relates. If the assignment given by the litigants is accepted. The arbitration board shall be constituted and the arbitrator shall have the obligation to render an arbitral award within the conditions and rules

\textsuperscript{68} The Memorandum of Understanding on the Rules and Procedures Governing the Settlement of Disputes at the World Trade Organization (WTO) is one of the documents that resulted in the Uruguay Round of Trade Negotiations (Final Act) of the Uruguay Round, which was devoted to the settlement of disputes under the World Trade Organization

\textsuperscript{69} Bashar Asmat Samih Sikri, Electronic Contracts - A Study in the Applicable Law and the Settlement of Disputes Resulting from It, (Thesis for the Doctoral Degree in Law, Graduate Studies Department) Beirut Arab University, Lebanon, 2008, p 250.

\textsuperscript{70} www.wipo.int/amc/fr/arbitration/expedited-rules/(visited on 30/11/2016).
of arbitration governing the arbitration. The implementation of its duties, which lies in achieving the result of the mandatory separation of the dispute. And in this effort to reach to this end within the contractual period.\textsuperscript{71}

If the arbitrator rejects the task assigned to him, it is not his duty to replace him with another court, or if there is a circumstance that leads to questioning the impartiality and integrity of the arbitrator, which we shall address later in one of our chapters in this thesis.

\textbf{4.2.4.2. The arbitrator shall be a natural person with civil rights}

The arbitrator shall not be a juridical person, whatever his form as an existing arbitral board. The arbitrator shall issue a judgment similar to judicial decisions. It is known that the judicial authority is exercised only by natural persons who owns all their civil rights. And if the arbitration contract is appointed by a juridical person, its task is limited to the organization of the arbitration. As referred to by the French legislator as well through Article 1451 of code of civil procedure (NCPC).\textsuperscript{72}

\textbf{4.2.5. Provisions of the judge to adopt task of arbitration}

The judge becomes an arbitrator to settle the arbitration dispute between the parties in some cases as an exception to the law of the judicial authority which does not permit the appointment of a judge. Statement of Article 255 of the Civil Procedure Law 83 of 1969 stipulates that “The arbitrator may not be a judge without permission Of the Judicial Council ......”.\textsuperscript{73}

However, it is clear from the text of the article that it contains two exceptions to the first general origin: The judge may be arbitrator after the approval of the Judicial Council. Without this consent, the judge cannot take the task of arbitration. Some jurisprudence considers that the judge's arbitral assignment has negative effects on deviation. The arbitration of its objectives and its function in reaching fair solutions to disputes between dealers in the field of international economic relations. And that the assignment of judges to the arbitration task in addition to their judicial work

\textsuperscript{72} \textit{Www.Legifrance.} (Visited on1/12/2016).
\textsuperscript{73} Article (255) of Civil Procedure Law No. 83 of 1969 Amended.
would occupy them to devote to their work and contribute to delay the adjudication of cases before the courts, fees to change some. The judge may not seek the arbitrator's arbitrariness if he is presented with a dispute involving an arbitrator who has already been chosen by him in another dispute. Most legislations have taken care not to give the judge the task of arbitration. As the case may also raise the invalidity of the award issued by the arbitrator who originally served as a judge. Judges in this case may be less than the arbitrator who has been appointed.  

4.3. Number of arbitrators

4.3.1. Introduction

Article 11/3/a of the (UNCITRAL) model law on international commercial arbitration 1985 (with amendments adopted in 2006) stipulate:

"In the case of arbitration with three arbitrators, each of the parties shall appoint an arbitrator and the two arbitrators so appointed shall appoint the third arbitrator".

If the article does not provide for the use of the string rule in choosing the number of arbitrators in the arbitral board. It is clear from the content of the article that the law of the year 2006 took the beginning of the rule of string in the number of arbitrators who assume the task of arbitration. The article stipulates that the number of arbitrators should be three. The adoption of the (UNCITRAL) model law on international commercial arbitration 1985 (with amendments adopted in 2006) indicates that the number of arbitrators should be individual and not equal in the number of arbitrators in the arbitral committee.

4.3.2. The meaning of the rule of odd number

The rule of law is that the arbitral board shall be composed of one or three arbitrators or more arbitrators provided that the number is an individual. This requirement shall be regarded as the main basis for guaranteeing the award in all

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cases and in cases of equal votes between the arbitrators of the judicial nature of arbitration.\textsuperscript{75}

It is known that the arbitral board shall be composed of one arbitrator or several arbitrators of an individual number. If the parties have the right to organize the arbitration proceedings themselves by inventing the rules governing the conduct of the arbitral proceedings by providing them in the arbitration agreement itself, arbitration, selection and appointment of the arbitrator in free arbitration means direct personal selection. The majority of the various arbitration legislations required that the arbitral board be of an odd number, giving the opposing parties the option of agreeing to choose one or more arbitrators, provided that the number is the same. If the individual number of arbitral board members is fixed in most arbitration legislation. Some laws give freedom to the parties to the dispute to agree on the members of the arbitral board. Therefore, the implementation of the principle of string when forming the board is the basis for the activation of the arbitration, which is the most important speed in the process of separation in the arbitration dispute. As the frequency of the number facilitates and accelerate the separation in the dispute arbitration.

4.3.3. The rule of the odd number in the (UNCITRAL) model law on international commercial arbitration 1985 (with amendments adopted in 2006)

(UNCITRAL) model law on international commercial arbitration 1985 (with amendments adopted in 2006), contains a set of rules that may be used for the appointment and quantification of arbitrators, an advantage that seems obvious only to those arbitrators who, in accordance with the nature and severity of the dispute, of arbitrators considering the dispute. If he did not do so, the number of arbitrators would be three.\textsuperscript{76} The law did not make the person foreign to prevent him from assuming the task of arbitration. However, this is subject to the non-agreement of the parties.\textsuperscript{77} Unlike many other national and international arbitration laws, each

\textsuperscript{76} Article 10.1 of the UNCITRAL Model Law on International Commercial Arbitration, as amended in 1985. Ibid.
\textsuperscript{77} Ibid.
party shall have the right to appoint one arbitrator. The arbitrators shall determine a
third arbitrator so that the number becomes valid because, if the number is not null
and void, the arbitration is null and void. Article 11, paragraphs 2 and 3 of Article 10 of (UNCITRAL) model law on international commercial arbitration 1985 (with amendments adopted in 2006) stipulate:

2. Both parties shall have the right to agree on the employees to be followed in the
appointment of the arbitrator or arbitrators, without prejudice to the provisions of
this Law For paragraphs 4 and 5 of this Article.

3. If they have not agreed to that, the following parts shall be followed:

1) In the event of arbitration by three arbitrators: each of the parties shall appoint an
arbitrator. The two arbitrators so appointed shall appoint the third arbitrator. If one
of the parties fails to appoint the arbitrator within thirty days of receiving the request
from the other party, one day after their appointment. It shall appoint him at the
request of one of the parties to the Court or of the other authority referred to in
Article (6). 78 Most of the national legislation and the Rules of Arbitration have been
given importance in this regard.

4.3.4. The rule of odd number in legislation

Article (1453) of the French (code of civil procedure) (NCPC) expressly recognizes
that the formation of the arbitral board shall be by one arbitrator or several
arbitrators, provided that their number is individual, provided that the composition
of the arbitral board is determined by an individual number at the level of internal
arbitration. While in the framework of international arbitration left it to the will of
the will and did not put a constraint on the number of arbitrators. 79

At the international level, article 10 of the (UNCITRAL) model law on international
commercial arbitration 1985 (with amendments adopted in 2006), which grants
parties the freedom to determine the number of arbitrators, has been granted. And if

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78 This Authority is mentioned in Article 6 below. Each State which issues this Model Law shall determine the
court, courts or other authorities, when referred to in that law, competent to perform such functions referred
to in paragraphs (3) and (4) Of article (11) and article 16, paragraph (3), and article 34, paragraph (2), of the
UNCITRAL Model Law.
79 Ahdab, Abdul Hamid, "the new arbitration law" Supreme Court Magazine, the first issue of 2006: p 83.
they have not, the number of arbitrators shall be three and the same as that of (International Chamber of Commerce) CCI through Article (12/1), which states “The differences shall be settled by a single arbitrator or three arbitrators”. The self-regulation of arbitration has not been excluded from the practice of conventional arbitration, since it has also established the rule of the arbitrator in the composition of the arbitral board, for example through article (12/1) of the Rules of Court Which urges that the secretariat appoint one or three arbitrators if the dispute so requires. It is also noted by ICANN (The Internet Corporation for Assigned Names and Numbers) through the substance of the sixth principle, in which the formation of an arbitral board is devoted to one or three arbitrators.80

In this regard, it may be noted that the composition of the arbitral board is composed of several arbitrators. Thus, online traders prefer to resolve their disputes through a single arbitrator. This is why 95 percent of the disputes have been resolved by an ICANN arbitrator, which shows the statistics of one ICANN body, while only 95 percent has been resolved by a panel consisting of three arbitrators. Among these other legislations, it is explicitly stated that the number of arbitrators must be two and a half and that the invalidity should not be achieved. One of the laws stressed the need for the number of arbitrators to be narrow and not to explicitly arrange invalidity in the event that this is not achieved.81

It is null and void if the string rule is not achieved and it is justified as a peremptory norm and the failure to perform or abide by it is null and void according to the general rules. Finally, the laws did not provide for the adoption of the rule of tendering in the formation of the arbitral board implying was not arranged any void for not considering it.

It should be noted here that some legislations go to regard parties to the relationship as binding, starting with determining the method by which the arbitrators are chosen, so that the arbitration agreement is considered void if no such issue is specified in it. The manner in which they are selected in the arbitration clause, which would

81 Similarity of article (10) of the 1985 Model Law and its amendment in 2006.
involve the parties in the question of invalidity of the arbitration clause devoid of such determination. While many other legislation lacks such a requirement.\textsuperscript{82}

The legislator did not oblige the parties to select a certain number of arbitrators. In this case, they have the choice of one arbitrator or more. The only limitation is the number of arbitrators. In other words, if the parties agree that the arbitral tribunal should be more than one arbitrator.\textsuperscript{83}

This is confirmed by the legislation that the arbitral board consists of one arbitrator or several arbitrators in an individual number.

**4.3.5. The rule of the odd number and assembling the arbitral board**

The arbitrator is a person who is interesting with the trust of the adversaries. The arbitral board shall mean the party which shall have the discretion of the parties to the arbitration to adjudicate the dispute in respect of which an arbitration agreement has been made. Arbitration laws may consist of one or more arbitrators. However, in the case of multiple arbitrators, the number shall be odd number (one or three). The invalidity of the arbitration referred to shall mean the invalidity of the composition of the arbitral board. It is clear that, as the legal jurist determines, where the requirements for the implementation of the string rule are defined. They contain three provisions:

1. The arbitration board may be composed of one individual or of a number of individuals, provided that the number thereof is three, five or seven.

2. It is that the determination of the number of arbitrators is left to the freedom of the parties with one restriction is the commitment to the stringy of formation.


3. It is that the legislator has taken care of the state of disagreement between the parties on the number of arbitrators. And himself to determine the number of three, committed to the principle of string that was decided.  

And the formation of the arbitral board, as we have said previously be by agreement between the parties of one arbitrator or more and if they did not agree on the number of arbitrators was number three. If the arbitrators are numerous, they must be numbered and otherwise the arbitration is void. However, there are legal regulations that allow the number of arbitrators to be double and that the number of arbitrators should be the avoidance of problems in deliberation and the difficulty of a majority judgment. The original is that the arbitrators shall be chosen by agreement of the parties and if they do not agree, they shall be appointed by the Court. The parties shall have the power to determine the number of arbitrators and the conditions to be met by the arbitrators and the date of their selection. If the parties choose a procedural law applicable to arbitral proceedings. The rules and procedures of that law shall apply to the composition of the arbitral board. However, whether the arbitrators were chosen by the parties or by the court, their number must be counted. The chairmanship of the arbitral board shall be the arbitrator chosen by the arbitrators. The parties or the court, and the latter shall be invited to attend the hearings and call for deliberation and preparation of the draft judgment. The parties’ agreement shall be invalidated an even number of two or four arbitrators. This invalidity concerns the public order for the breach of the basic guarantees of litigation. The court of appeal of Cairo (In the case 97 arbitration session 27/7/2003) also ruled that "If the arbitration award is issued by an entity consisting of an even number. Whether the board was originally formed from this number or was a problem of the number of string and the status of one of the arbitrators. The problems of the formation of the arbitral board are many and most important. The purpose of which is a contract between three or four parties. And an arbitral board is agreed upon by three arbitrators. The arbitrator chooses a court and another arbitrator of the arbitrator remains against them. Whatever their number may be

conflict of interest between others judged against them. So, then how arbitrator be chosen?

It can be determined that the solution is by agreement of the parties, if not agreed, to the competent court. In case of conflict of interest, the court may appoint an arbitrator for each defendant against him. So that in the end the order will lead to the process of the number and it will be five, seven, etc.

In this case, the French Court of Cassation ruled that the solution to the above question is to achieve equality between the parties. This is related to public order. After the dispute arises, the parties agree that the arbitrator will choose an arbitrator and the other two agree on an arbitrator unless their interests conflict.85

And by mutual agreement of one or more arbitrators, if they do not agree on the number of arbitrators, the number shall be three. If the arbitrators are numerous, they must be numbered and otherwise the arbitration is void.86

The legislator gave the parties broad discretion in selecting the members of the arbitral board based on their agreement as well as in determining the number of such arbitrators. The Jordanian legislator stipulated that the parties agreed that the arbitration would be conducted by one or more arbitrators. In essence, the wording of the text, as some argue.87 Leads to the conclusion that the origin is the sole arbitrator, and pluralism is an exodus on this origin even though the practical reality shows that pluralism is most likely to occur.

The question of the choice between a single arbitrator and a more than one arbitrator has been raised. Several points have been identified as advantages of sole arbitration. The choice of a single arbitrator may save costs and may be better able to adjudicate separately if greater consideration is given to the determination of meeting times and audit times In the eyes of the dispute which may hinder the speed...
of the multiplicity of arbitrators, especially if taking into account his specialization and his knowledge of the subject of the dispute and the rules of arbitration.

On the other hand, several issues are raised to favor the multiplicity of arbitrators, and the fact that more than one arbitrator has a greater degree of assurance is necessary to examine the single-decision dispute in which it is issued, because the presence of more than one arbitrator means the multiplicity of experience and the multiplicity of viewpoints.

In my view, generally judging by favoring one type is inaccurate, since there are certain types of conflict where a single arbitrator can consider the dispute and the purpose is better than that of multiple arbitrators in such disputes, while There are disputes that require a number of arbitrators, but in general the idea is the majority of arbitrators on the sole arbitrator.

The legislator has arranged the nullity on the fact that the number of arbitrators is a couple. We note that the legislator made the text absolutely saying "the arbitration is null and void" and did not specify whether the nullification is only for the arbitration agreement or includes all the procedures and stages of the arbitration process, Is nullity null or absolute? In this, I say that this nullity is absolute nullity related to the public order.\textsuperscript{88}

And the parties cannot agree to drop it. The text is absolute and "the absolute is being released unless there is a provision for the restriction".

But we must stop here at an important point of the question we must address There are those who believe that this appointment contrary to the string principle may be rectified on the basis of certain arbitration laws by the appointment of the third arbitrator by the court. We can also say that the parties to the arbitration have the agreement to rectify the violation before the arbitration proceedings are concluded. They can simply comment on the invalidity of the proceedings and agree to appoint a third arbitrator through the path specified by the law to be chosen by the two arbitrators appointed by them or to resort to the court in case of disagreement. Here

we must also say that the knowledge and awareness of the two arbitrators appointed and their knowledge of the arbitration law if they do not show the parties this imbalance and the need to deal with it. 89

It is also necessary to say that if the arbitral proceedings are conducted in the form of a problem of two arbitrators only and rectify this imbalance then they are required to return the procedures that were made in a different and inconsistent form of the law until it is subsequently issued to issue a proper decision on this side.

And it is a violation of the principle of the frequency of the number of offenses stipulated by the obituary to the arbitration ruling invalidity. Which made the exclusive reasons for the acceptance of the invalidity case if the formation of the arbitral tribunal or the appointment of arbitrators in violation of this law and the agreement of the parties to invoke the continuation of the parties in the arbitral proceedings or not to raise them for this violation, which means that there is no place to protest the provisions of Article 10/2 and 11/3/A and B from (UNCITRAL) model law on international commercial arbitration 1985 (with amendments adopted in 2006) prevent the invalidity of the arbitral award issued by the not odd number commission of number. 90

89 Ibid . p 579.