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Effects of Commercial Arbitration Award on Jordanian Legislation

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Abstract

The study aimed to demonstrate the effects of arbitration on the parties to the arbitration and the arbitration panel according to the Jordanian Arbitration Law No. 31 of 2001.

According to the intended purpose of this study to follow the researcher's methodology yes Induction and analysis of the subject of study, where the researcher concluded that the Jordanian legislator did not address the delivery of a copy of the ruling to the parties to the dispute, which may it causes the loss of the rights of the parties to the dispute in the event of a desire to exercise these rights. The study showed that the arbitration panel may not exploit the submission of a request to correct or interpret the arbitration award to review the dispute again, and the study explained that it is not permissible to refer the dispute again to the judiciary or the arbitration panel because the decision of the arbitrator has acquired the force of res judicata. The Jordanian legislator did not address the issue of whether the authority is considered part of public order, because the basic principle of things is permissibility. Thus, it is possible to say that the authority is not considered a matter of public order, the study explained that the Jordanian arbitration law must stipulate the exhaustion of the arbitration panel's mandate due to its importance.

Keywords: Arbitration award, effects of award, arbitral tribunal.

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Introduction

Arbitration is considered one of the most important means by which parties deal with commercial transactions and wish to resolve the disputes resulting from their dealings, whether to interpret or implement the contract. Commercial contracts are no longer free from an arbitration clause. The parties avoid submitting their disputes to the judiciary, as most merchants have become familiar with the arbitration rules. Besides, to avoid referring the dispute to the regular judiciary for resolution due to the high fees and the long time it takes.

Arbitration is based primarily on the will of the parties to the dispute, who choose the persons who will undertake the arbitration task, and who are usually known to them, characterized by neutrality and independence, and have the right to select the place, rules, and procedures of arbitration, where the proceedings end with the issuance of the arbitration award for implementing the judgment.

Some jurists tend to call the arbitration award an arbitration decision. However, most legislation stipulates the use of the term rule instead of decision, whatever the name of the decision or judgment, the result must be formulated in a document by the arbitrators. The arbitration award creates many obligations for both the parties to the dispute and the arbitrators from the moment it is issued. We will discuss the effects of the arbitration award on its parties and the arbitration panel.

Study Problem and Questions

The problem of the study lies in the urgent need to know everything related to the effects of the arbitration award on the parties to the dispute and the arbitration panel, and dealing with it well, so there is a great need to know these provisions, everything related to the effects of the arbitration award. The judge and the lawyer need to know more than others where the study problem can be formulated as follows: The following questions:

1. What are the effects of an arbitration award?
2. What are the effects of the arbitration award on the parties to the arbitration award?
3. What are the effects of the arbitration award on the arbitral tribunal?

Study Objectives

This study aims to assist researchers, planners, and legal professionals in creating systems and legislation by examining the impact of arbitration awards on both the parties involved and the arbitration panel. Considering this, the study seeks to achieve the following main objective:

1. Explaining the effects of the arbitration award.
2. Statement of the effects of the arbitration award on the parties to the arbitration award.
3. Statement of the effects of the arbitration award on the arbitral tribunal.

Importance of Study

The importance of the study through its attempt to clarify the effects of the arbitration award on the parties to the arbitration award and on the arbitration panel, in addition to the reference to the beneficiaries of this study, which are:

1. A law student can benefit from the effects of the arbitration award for the parties to the arbitration award and the arbitration panel.
2. Researchers interested in this topic may find this study valuable, as it can be a reference and support for prior research.

Methodology

The researcher relies on his study on the analytical inductive approach through:

1. Collect relevant legal texts, review scholarly opinions, and analyze related books, focusing on examining and interpreting scholars' statements.
2. Refer to contemporary literature and use it to define the research parameters.

Discussion

At the arbitration, an award was issued to the parties to the dispute.

The arbitration award shall be made for the parties to the dispute. Several outcomes are associated with the arbitration ruling, the most significant being the commitment of the disputing parties to voluntarily implement the ruling and their agreement not to resubmit the settled dispute to the judiciary. The ruling holds the force of law from the moment it is issued. However, suppose the party in whose favor the judgment was issued is unable to enforce it voluntarily. In that case, they may seek compulsory execution once the competent judicial authority ratifies the ruling. He also pointed out the Jordanian Arbitration Law, which will be explained later. It will be discussed in two ways. The first requirement is the validity of the award. In the second section, the arbitration panel's ruling will be discussed.

Arbitration award validity

The arbitral award shall have the force of res judicata as soon as it is issued. This shall be before the order is implemented (Al-Minshawi, 1994). The validity of this ruling remains if it remains in effect and is removed if it is removed. Awad, 2001).

Neither party can submit the dispute to another arbitration body or the judiciary. Fawzi, 2006). Instead, it is forbidden to discuss what the arbitration panel has ruled except through what the law describes as rules (Athiw, 2003).

The authority is that the ruling has become final, thus preventing the renewal of disputes, which is what the private and public interest requires (Al-Ajami, 2016). This leads to stability in rights. The transactions between people, the lack of contradiction of judgments in one dispute, and the stability of legal positions are also factors (Al-Tahawi, 2003).

Moreover, the Jordanian arbitration law did not stipulate that the validity of arbitration is not related to the system. However, its arbitration award validity is considered from the public order, which the Parties to the dispute are prohibited from violating. It prevents the court and even the arbitration panel to which an arbitration award is presented from deciding not to consider the arbitration award that will be prepared and presented.

Suppose the arbitration award is not enforceable as a matter of public order. In that case, both parties may reject the final award and resubmit the case to either the same arbitration body or a new one.

However, the arbitration body may not refuse to rule by not accepting the arbitration request based on the binding arbitration award that was previously issued (Retribution, 2003). In the event of resorting to the judiciary, the arbitration panel shall submit and decide the dispute. The court must not rule that the claim is inadmissible on its own initiative because the dispute has been previously settled by arbitration. However, the party in whose favor the award is made must adhere to the validity of the arbitration award because the arbitration law gives a ruling.

Arbitration is binding to protect the opponent's private interests, not to protect the public interest, which is linked to the binding nature of space rulings issued by courts that are subordinate to the state. Therefore, the stipulation that the binding nature of the arbitration ruling is related to public order and that these rulings do not differ from judicial rulings is considered very important. As previously indicated, this does not lead to instability of the party's legal positions in the dispute, and the non-continuation of disputes may lead to contradictory rulings. To achieve the objectives for which the arbitration system was created.

The concept of authority

The judiciary has defined the binding nature of the judgment in several ways: *"It is a description attached to the content of the judgment and indicates the adherence of the*

parties and the judiciary to this content outside the proceedings of the dispute from which the judgment was issued (Shahada, 1966).

Others have defined it as *“a legal presumption that does not accept proof to the contrary.”* It bears witness that the judgment was issued correctly in form and substance. This evidence may not be squandered except by way of the appeal prescribed in such a ruling. (Omar, 2004). Another definition was stated: *“It is a title of truth, and it is not permissible to re-adjudicate the dispute in which the ruling was issued before another judicial authority, because this final ruling carries its legal counterpart. At the same time, it is a presumption of health (Abdul Majeed, 1995).*

Another definition: *“The issued judgment bears the title of truth regarding what was decided about the parties to the lawsuit, and within the limits of the basis on which the lawsuit was filed (Burberry, 2004).*

When discussing the previous definitions, it becomes clear that the validity of arbitration is represented by the possibility of the party in whose favor the ruling was made adhering to the right without proving this right again, and this is considered one of the positive effects of the validity of the arbitration ruling.

On the contrary, the party to the dispute that has not been awarded a ruling is prevented from filing any lawsuit to re-adjudicate the dispute, and we can say that this is one of the most important adverse effects of the arbitration ruling's validity. It is worth noting that for the party awarded a ruling to be able to adhere to the validity of the arbitration ruling, there must be unity among the opponents and the subject matter. Moreover, the final judgment about the dispute has been issued (Al-Jalabi, 2006).

The question arises whether the arbitration award has executive force as an executive document. The fact is that the arbitration award acquires the force of res judicata from the time of its issuance. It cannot gain any power to execute it. Instead, it can be considered an executive document (Ghazaizi, DT), which means that it can only be enforced by force when an order is issued by the judicial authorities to enforce this ruling.

Scope of Authenticity

The Judicial Rulings Magazine confirmed in Article 1842 that *“the arbitrator's ruling shall not be binding or enforceable except against the two parties who ruled against him”,* regarding the matter they ruled on. Its ruling does not apply to anyone else and does not cover anything other than that matter.” This indicates that the principle is the relative validity of the arbitration ruling and cannot enjoy absolute validity (Hashish, DT).

Thus, the objective scope of the arbitration award is determined by its subjective scope. In addition to the subject scope, the personal scope of the arbitration award is limited to the two parties to the dispute. In other words, whoever benefits from the arbitration award issued in his favor, and by implication, shall only rule against the person against whom it was issued (previous reference).

Accordingly, only the parties to the dispute are entitled to challenge the validity of the arbitration award. The award has no binding effect on third parties; it is binding on the parties to the arbitration award, whether they participate in it through their representatives or in person (Retribution, previous reference The Jordanian Court of Cassation has indicated that *"the arbitrator's decision only applies to the arbitration parties* (Discrimination Rights 132/1955).

The Jordanian Court of Cassation also decided that *"no person may enter into the lawsuit filed to request the ratification of the arbitrator's ruling"* as a third person because the arbitrator's ruling does not apply to those who participated in the arbitration (Discrimination Rights 99/1955).

Someone may ask about the validity of the arbitration award concerning others, who are not parties to the arbitration agreement, where they cannot follow or participate in the proceedings. Knowing that the arbitration award affects their legal positions, this is due to their connection to both parties to the conflict or one of them, the Jordanian Court of Cassation confirmed in its decision that *"a lawsuit that aims, in reality, to invalidate the arbitrator's decision and not implement it is not legally acceptable if the plaintiff is not a party to the arbitration"* (Discrimination Rights, 132/1955).

This means that the effects of the arbitration award concerning third parties are not based on its validity, which is limited to the party to the dispute. However, like other legal rules, each case has its provisions (Sawy, 1944), depending on the nature of the legal relationship between the third party and the two parties to the arbitration.

The Jordanian Court of Cassation stated in a decision: *"When the ruling includes land claimed by someone other than the arbitration parties. To prevent this from registering the land, one of the parties to the arbitration must resort to filing a property claim that destroys the land. Without objection to the arbitration award"* (Distinction of Rights 132/1955).

However, in the validity of the arbitration award for the subject matter scope, the Jordanian draft law stipulated the definition of the subject matter scope of the arbitration award. Whether the control was carried out before or after the conflict occurred. Retribution, previous reference, (if the arbitration panel issues a final judgment on the dispute, the judgment shall be binding within the limits of what it has decided, Sway, previous reference), the arbitration panel may submit requests, but it decides on them.

In this case, the ruling issued by the arbitration panel cannot be binding. This is because the ruling may be binding within the subject matter of the dispute that was agreed to be resolved. In addition to the requests that were discussed between the two parties

Attendance allows them to submit additional claims that the arbitration panel has not decided or has overlooked.

However, if the ruling concerns issues not requested by the opposing parties, it is considered invalid. It has no authority over matters not outlined in the original agreement between the parties (Minimum Commercial Code, Article 46/6).

One application of this subject is the arbitration authority referring one of the parties to the dispute to a new arbitration body or judge to decide the dispute again. Here, the other party can submit a request to dismiss the lawsuit because the dispute has been settled, unless the dispute presented differs from the dispute that has been settled (Retribution previous reference).

Effects of the arbitration award on the arbitral tribunal

An important effect after the dispute ends with the issuance of the arbitration award is that the arbitration panel shall deliver the award to the parties to the agreement. The parties to the agreement can exercise the rights given to them by law. These rights start from the date of receipt of the arbitration award and are within a specific period. In addition, the arbitration panel's authority ends upon issuing the award. This is regarding what I have decided upon, and this is what we will discuss in two sections: the first section is the termination and exhaustion of the arbitration panel's mandate, and the second section is the delivery of the arbitration award.

The concept of exhaustion of jurisdiction

Several definitions of the exhaustion of guardianship have been mentioned, including: *"From the issuance of the final judgment, he loses his guardianship."* That is, the judge or arbitrator who issued the ruling becomes stripped of his judicial authority, and the ruling cannot be reversed for any reason. The only way to reverse this is to appeal the ruling by an appropriate appeal to cancel or amend it (Omar, previous reference).

There is another definition: *"The ruling removes the arbitrator's authority in a specific matter, such that he may not return to it again or exercise authority that he has exhausted"*. (al-Haqabi, previous reference).

There is also a definition of “the arbitrator’s refusal to reconsider the dispute he has decided and to prejudice the final judgment he has issued. (Retribution, previous reference)

After reviewing the definitions above, it becomes evident that each implies that the arbitration panel’s mandate only expires once the award becomes final. This occurs when the dispute submitted to the arbitration panel is fully resolved, or when a portion of the dispute is concluded, and the ruling on that portion is finalized.

In the two previous cases, the expiration of the arbitration panel’s term and the exhaustion of its mandate are general, and the exhaustion of the panel’s mandate in a part is within the limits of that part only (Omar, previous reference).

The judgment issued was final, whether it was procedural or in substantive requests, or in accepting or rejecting requests, or if the rules of justice or law resolve the dispute, it will lead to its exhaustion and the termination of the arbitration panel’s jurisdiction to consider the dispute again (Attia, 1990).

The exhaustion of the arbitration panel’s jurisdiction is limited to the dispute submitted to the panel only. It does not extend to any other dispute submitted or that may be submitted to the arbitration panel, even if it is from the same parties involved in the conflict (Omar, previous reference).

As for the exceptions to the principle of exhaustion of jurisdiction, the arbitration award may be issued with a material error. It may ignore some of the parties’ requests regarding the dispute for the arbitration panel to decide. Alternatively, it may be ambiguous. Because of this, the project created specific cases that were the exception. So, the task of the arbitration body extends to where the Jordanian project was created within the Jordanian Arbitration Law (Articles 45, 46, 47, Jordanian Arbitration Law). Specific cases are represented in the interpretation of the arbitration award, the arbitration award, and the decision on what was omitted by the award (Wali, 1999). We will discuss that in turn, but before that, we will discuss the end of the arbitration panel’s term.

Termination and exhaustion of the mandate of the arbitration panel

Upon issuance of the arbitration award, the arbitration panel loses its status. As a body to settle the dispute brought before it, it is not permissible to return to settle the dispute again or reconsider it (Articles 45/1 of the Jordanian Arbitration Law), Especially since the Jordanian Arbitration Law did not explicitly stipulate the principle of exhausting the jurisdiction of the arbitration panel, but it is a requirement of the agreement concluded between the parties to the dispute and the arbitration panel. The

agreement provisions are respected despite the absence of a legal text requiring this (Wali, 1999).

However, the Jordanian legislator has provided specific exceptions to the principle of exhaustion of jurisdiction. It is the one that prevents the arbitration panel, if it issues an arbitration award, from taking measures. These procedures are not always absolute and are restricted by controls that the arbitration panel may not exceed (Al-Wafa, 2007). The reason for the principle of exhaustion of jurisdiction is to achieve the goal of arbitration, represented by the stability of legal positions. Thus, the rights to dispute settlement are settled.

Correction of an Arbitration Award

The arbitration panel may make a material error while writing the arbitration award. A material error is *"an error that does not stem from the arbitrator's interpretation or judgment but rather from a mistake in verifying the facts relevant to the intended ruling."* Thus, it may be regarded as a mere slip of the pen (Retribution, previous reference), it can also be defined as *"any error the correction of which does not affect the amendment of what was decided in the subject of the dispute"* (Al-Tahawi, previous reference).

From the above, it is clear to us that the arbitration panel's right to correct its award is limited to what relates to expression and writing only., This means that the material error must be in the case papers or the minutes of the meetings, so that this error is apparent when compared to what is stated (Yeriri, op. cit.). It is worth noting that none of the parties to the dispute can challenge the arbitration award, and the arbitration panel, when correcting the arbitration award, shall not reconsider the subject of the dispute. Alternatively, to change or modify what has been decided. Otherwise, this will be considered an infringement of the arbitration award, so it will not be a challenge for the parties to dispute or stick to the Annulment of the arbitration award in the judgment issued (Sawy, previous reference).

The Jordanian project has organized the provisions for correction in Article 46 of the Arbitration Law: *"The arbitration panel shall undertake to correct any purely material errors in its award, whether written or arithmetic, by a decision issued on its initiative."* Alternatively, upon the request of one of the attendees, the arbitration panel shall correct without review within thirty days following the date of issuance of the ruling or the filing of the correction request, as appropriate.

The correction decision shall be issued in writing by the arbitration panel and communicated to both parties within thirty days from the date of its issuance. If the arbitration panel exceeds its authority in correcting, the invalidity of this decision may

be claimed by a claim of invalidity to which the provisions of this law apply (Article 46, Jordanian Arbitration Law).

Upon reviewing the previous text, it becomes clear that the arbitration body may initiate the request for correction. Regarding material errors in the arbitration award, or it may be from one of the parties to the conflict, correction shall only be made on material errors contained in the minutes of the sessions or any paper of the case. Correction shall be made within thirty days from the date of the judgment, provided that the arbitration panel makes this correction.

The arbitration panel is not obligated to inform the parties to the dispute of its desire to correct, without being bound by a date, without the presence of the parties to the conflict, within thirty days; the authority's right to the above shall lapse. (Retribution, previous reference).

If thirty days pass, a new agreement must be made, correcting the arbitration award as its subject (Sami, previous reference).

After that, the arbitration panel must correct within thirty days from the award's issuance date, which shall be corrected either on the arbitration body's initiative or within thirty days from when the parties submit a correction request to the dispute. The Jordanian legislation specifies that if the arbitration body corrects independently, it must issue the correction within thirty days from the date of the original ruling.

However, if the disputing parties request the correction, the decision must be issued within thirty days of the request's submission.

The project stipulates that the parties to the dispute be notified of the correction decision within thirty days. The authority views the correction request as a review, rather than a formal plea. The legislator has affirmed the right of the parties to the dispute to challenge the validity of the correction decision if the arbitration body exceeds the powers granted by law.

Interpretation of the Arbitration Award

Sometimes the arbitral tribunal issues an arbitral award that is unclear or may be ambiguous (Omran, 2015). So, there are several different interpretations of the arbitration award. If the arbitration award is issued in the above manner, the parties to the dispute must submit a request to the arbitration panel. Its purpose is to explain the ruling issued by it (Abdul Majeed, 1995).

However, what is meant by interpretation? Interpretation means "*clarifying any ambiguity in the ruling*" (Wounded, 2016). To reveal the truth of the ambiguity, the

content of the ruling is determined by searching into its constituent elements (Al-Jalabi, previous reference).

From examining the previous definition, it becomes clear that the arbitration body may not review the interpretation of an arbitration award that it previously issued, to cancel or amend it, so that its award is not subject to appeal, because this is considered an excess of the arbitration panel's authority (Al-Masry, 2006).

When interpreting the arbitration award, the interpretative ruling issued by the arbitration panel is considered complementary to the original ruling; thus, the provisions of the original ruling apply to it (Abdul Tawab, 1997).

The interpretation of the arbitration award is a right recognized by the Jordanian legislator, who states that a party to the arbitration may, thirty days after the award request issuance, request the issuance of the arbitral tribunal to explain any ambiguity in its operative part. The person requesting the interpretation must notify the other party of a copy of this request before submitting it to the arbitration panel.

The interpretation shall be provided in writing within thirty days from the date the request for interpretation is submitted to the arbitration panel; the panel may extend this timeframe by an additional fifteen days if necessary.

The judgment issued on interpretation shall be considered complementary to the arbitration award interpretation, and its provisions shall apply to it (Article 45 of the Jordanian Arbitration Law).

The previous text reveals that certain conditions must be met for the arbitration panel to interpret its ruling and clarify any ambiguities. The first of these conditions is that the arbitration panel's ruling must be so ambiguous that it is difficult to understand, such as containing phrases that cannot be easily understood (Al-Sanouri, previous reference).

As for the request for interpretation, one of the parties to the dispute is the one who submits the request for interpretation, and the arbitration panel does not interpret its ruling on its own initiative because it issues a ruling whose content it understands. The application is submitted within thirty days following receipt by the parties to the dispute of the arbitration award. The legislator requires that the other party to the dispute be notified so that he has the right to defend themselves and express their opinion on the request. As for how to announce the request, the provisions for delivering the arbitration award to the parties to the dispute apply to the announcement of the request (Al-Jalabi, previous reference).

The arbitration panel shall issue the interpretative award in writing within thirty days of submitting the request for interpretation. It may extend this period if it

deems it necessary. As for the arbitration panel's right to extend the thirty days to another fifteen days, this matter is subject to its discretionary authority.

The arbitration panel adjudicates matters omitted in the arbitration award.

The arbitration panel may neglect to rule on some of the issues presented when considering the dispute, so we resort to issuing a supplementary ruling that includes what was neglected in the original ruling (Al-Sanouri, previous reference), knowing that the arbitration ruling is evidence of what was decided, and is thus comparable to the partial ruling on the dispute (Al-Bajad, 1999).

The Jordanian legislator referred to this in Article 47 of the Jordanian Arbitration Law: *"Each of the two parties to the arbitration may, even after the expiry of the arbitration period, request from the arbitration panel, within thirty days following the delivery of the arbitration award, issuing an additional arbitration award on claims submitted during the proceedings, The arbitration award has ignored it and this request must be announced to the other party before it is submitted."* (Akasha, 2023).

The arbitration panel shall issue its ruling within sixty days from the request submission date, and it may extend this period to another thirty days if it deems it necessary (Al-Qatawneh, 2012).

When studying the previous text, several provisions become clear to us, the most important of which are conditions that must be met for the arbitration panel to be able to issue a supplementary or additional award. After you issue the original ruling, the most important of which is that the authority neglects to rule on some requests. The request must be submitted by one of the parties to the dispute, i.e., one of the parties must submit a request so that the authority can issue a supplementary decision. (Ali (2016)). This is different from the correction that the authority makes on its own.,

Nevertheless, when to apply? The application must be submitted within thirty days of the original ruling being delivered to the parties to the dispute. The Jordanian legislator has stated that it is permissible to submit a request if the deadline for issuing the original ruling has passed. However, upon reviewing the text, it will not be accepted if the request is submitted after the specified period. This limitation ensures that the parties to the dispute are not left without a defined timeframe.

The arbitration panel must also issue the additional award within sixty days from the date of submission of the request to it. The legislator has allowed the panel to add another period to the previous period, which is thirty days. This is at the panel's discretionary power (Barbary, op. cit.).

Returning to the article, we find that the Jordanian legislator neglected to issue an additional explanatory or supplementary ruling in the case of the death of the arbitrator or the loss of his family.

However, by referring to the text of Article 20 From the Jordanian Arbitration Law, we find it necessary for the parties to the dispute to appoint an alternative arbitrator, and this shall be by the procedures followed in the event of appointing an arbitrator whose mission has ended, as follows: “If the arbitrator’s mission ends by issuing a ruling to dismiss him, remove him, resign him, or his death, disability, or for any other reason, and it is necessary to appoint a replacement for him by the procedures followed in selecting the arbitrator whose mission has ended.”

This means that the parties to the dispute must agree to complete the arbitration panel if it is composed of several arbitrators. For some reason, one of the arbitrators could not perform the task assigned. A new arbitration body or a new arbitrator is chosen. (Al-Anzi, 2006). However, what if they do not spend it? In this case, recourse is made to the competent court (Arbitration in Oil Contract Disputes, 2015). Initially, given the conflict, in this case, the arbitrator (Architect, 2014) is the one who appoints the arbitration panel or arbitrator. If one of the parties to the dispute violates what was agreed upon in selecting the arbitrators, or if a third party fails to perform the procedures assigned to him, then in this case the court is the one that carries out the required procedures, but this shall be based on a request from any of the parties to the dispute.

Conclusion

The study came out with the following results and recommendations:

Results

1. It was observed that the Jordanian legislator did not address the requirement to deliver a copy of the ruling to the disputing parties, which may result in these parties losing their rights if they wish to exercise them.
2. It has become clear that the arbitration panel may not exploit the submission of a request to correct or interpret the arbitration award to review the dispute again.
3. The dispute may not be brought again before the judiciary or arbitration panel because the arbitrator’s decision has acquired the force of *res judicata*.
4. The Jordanian legislator did not address whether the authority is considered part of public order, because the basic principle of things is permissibility. Therefore, we can say that the authority is not considered part of public order.

5. It was found that the decision issued by the arbitration panel must acquire the executive formula from the competent judicial authority because it was issued by a private entity and not an official judicial authority.

Recommendations

1. The researcher recommends that the texts be modified. The Jordanian Arbitration Law explicitly requires that a copy of the award be delivered to the parties to the dispute by a specified date.
2. The researcher recommends that the Jordanian Arbitration Law stipulate that the interpretation shall be issued in writing.
3. The researcher recommends that the Jordanian Arbitration Law explicitly address the method of notification and delivery of the award, including electronic means.
4. The researcher recommends that the Jordanian Arbitration Law stipulate the exhaustion of jurisdiction due to its importance.

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