

RESEARCH TITLE

**The Enforceability of Electronic Arbitration Awards in
Palestine: An Analytical Legal Study**

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Abstract

Recent decades have witnessed a great development in the means of communication and technology, which led to the emergence of a new type of arbitration known as remote arbitration or "electronic arbitration", which is carried out through modern means of communication without the need for the parties to physically attend a specific place. This development has facilitated and expedited arbitration proceedings, particularly in international commercial disputes.

This study aims to investigate the extent to which an electronic arbitration award can be enforced in Palestine, through the analysis of the relevant legal texts, especially the Palestinian Arbitration Law No. 3 of 2000 and the Enforcement Law No. 23 of 2005. The study also addresses the legal challenges that may hinder the implementation of this type of judgment and reviews the most prominent jurisprudence and comparative practices that may contribute to finding effective solutions.

The study found that the Palestinian legal framework does not in principle prohibit the enforcement of electronic arbitration awards, but lacks explicit provisions regulating this issue, which creates a state of legal ambiguity.

Key Words: Electronic Arbitration, Enforcement, Legal Authority, Legal Status, Arbitration Awards.

قابلية إنفاذ قرارات التحكيم الإلكتروني في فلسطين: دراسة قانونية تحليلية

المستخلص

شهدت العقود الأخيرة تطوراً كبيراً في وسائل الاتصال والتكنولوجيا، مما أدى إلى ظهور نوع جديد من التحكيم يُعرف بالتحكيم عن بُعد أو «التحكيم الإلكتروني»، والذي يُجرى عبر وسائل الاتصال الحديثة دون الحاجة إلى حضور الأطراف فعلياً إلى مكان محدد. وقد أسهم هذا التطور في تيسير وتسريع إجراءات التحكيم، ولا سيما في المنازعات التجارية الدولية.

تهدف هذه الدراسة إلى بحث مدى إمكانية تنفيذ حكم التحكيم الإلكتروني في فلسطين، من خلال تحليل النصوص القانونية ذات الصلة، ولا سيما قانون التحكيم الفلسطيني رقم (3) لسنة 2000 وقانون التنفيذ رقم (23) لسنة 2005. كما تتناول الدراسة التحديات القانونية التي قد تعيق تنفيذ هذا النوع من الأحكام، وتستعرض أبرز الاجتهادات والتجارب المقارنة التي قد تسهم في إيجاد حلول فعّالة.

وتوصلت الدراسة إلى أن الإطار القانوني الفلسطيني لا يحظر من حيث المبدأ تنفيذ أحكام التحكيم الإلكتروني، إلا أنه يفترق إلى نصوص صريحة تنظم هذه المسألة، مما يخلق حالة من الغموض القانوني. وبناءً عليه، توصي الدراسة بضرورة تعديل التشريعات القائمة بما يراعي خصوصية التحكيم عن بُعد أو التحكيم الإلكتروني، مع إدخال معايير محددة تضمن صحة وسلامة الإجراءات الإلكترونية اللاحقة.

الكلمات المفتاحية: التحكيم الإلكتروني، التنفيذ، السلطة القانونية، الوضع القانوني، أحكام التحكيم.

1. Introduction:

With regard to the concept of traditional arbitration, the Palestinian Arbitration Law has defined it in Article (1) as an exceptional means of resolving and conflict resolution between the parties, according to their agreement, and that the arbitration agreement is an agreement between two or more parties that provides for the referral of all or some of the disputes that have arisen or may arise regarding a certain legal relationship, whether contractual or non-contractual, and this is what the Palestinian Court of Appeal stipulated by saying: "Arbitration is an exceptional way to settle disputes, based on departure from ordinary litigation and the guarantees it warrants, and it is limited to what the will of the litigants determines to present to the arbitral tribunal(Civil Court of Appeal, 1994)" , and the Palestinian Court of Cassation in Ramallah upheld it by stating that "an arbitration agreement is an agreement between two or more parties that refers all or some of the disputes that have arisen or may arise among them regarding a certain contractual or non-contractual legal relationship to an arbitrator" (Court of Cassation, 2006).

It is noted from this provision that arbitration is a different means distinct from the ordinary judiciary, so that the parties are bound by their free will to resort to arbitration by signing the arbitration agreement, provided that this agreement is unified in subject matter and cause between the same parties, and this is what the Court of Appeal held in Ramallah also ruled by saying: "The arbitration instrument must be signed by the person who has the right to do so, and therefore otherwise, the instrument becomes null and void for this reason because it is signed by those who are not authorized to sign"(Court of Appeal, 1997; Court of Cassation, 2009).

The Egyptian judiciary also supported this as the Egyptian Court of Cassation ruled: "that arbitration is only an exceptional way to settle disputes based on departure from the normal methods of litigation and the guarantees that it warrants, it is inevitably limited to what the will of the arbitrators determines to present to the arbitral tribunal"(Appeal No. 537/73, 2014; Appeal No. 7595/81, 2014). I was also defined by the Egyptian Supreme Constitutional Court as "a judicial means, the purpose of which is to settle a specific dispute based on a relationship of interest from its parties, and its basis is a special agreement from which arbitrators derive their powers and therefore they do not assume their duties by the support of the State." (Case No. 13/15, 1994).

As for remote or electronic arbitration, it is defined as: means or methods of arbitration based on technologies that are electrical, digital, magnetic, wireless, optical, electromagnetic or other similar means, which is a kind of characterization and identification of the field of the specific type of activity, and it is intended to conduct arbitration using electronic media, methods and networks, including the Internet (Ibrahim, 2008).

The advantages of electronic arbitration are many and are related to e-commerce and electronic contracts in a way that distinguishes it from resorting to national courts and even from traditional commercial arbitration, and the most important of these features are: Ease and speed of arbitration procedures, which contributed to its spread so that the parties are not obliged to physically attend before the arbitrators, but rather judgments are issued quickly due to the ease of procedures that depend on electronic exchange between the parties to the dispute (Hamdoun, 2013).

As well as reducing litigation expenses, so that they are modest due to the use of audio-visual means in holding arbitration sessions online for parties and experts, and this reduces travel and transportation expenses (Saleh, 2014). And the ease of obtaining the judgment due to the submission of documents through electronic means.

Despite the advantages of electronic arbitration, it has many disadvantages and problems facing this type of arbitration, the most important of which are: The existence of legal and technical obstacles represented by technical obstacles and the different degree of security and confidentiality in electronic operations. As for the legal obstacles, they are represented by the obstacles associated with arbitration agreements, including the rules governing the place of origin of the obligation and the place of arbitration if the parties do not agree on a specific law, and obstacles related to arbitration awards in terms of formal requirements and mandatory nature (Abdel Wahab, 2004).

And the lack of confidence on the part of dealers in the field of e-commerce, and this is generated by the lack of certainty of the possibility of implementing the arbitration award issued electronically and from the failure of electronic arbitration to meet the conditions required by the law, such as writing in particular, so that the electronic arbitration award is not written in the traditional way known to us (Khabab, 2017).

2. Methodology:

This study relies on the comparative legal analytical method, through the analysis of legal texts related to arbitration and the implementation of its awards in the Palestinian legislation, especially the Arbitration Law No. (3) of 2000 and the Enforcement Law No. (23) of 2005, in addition to the relevant international conventions, such as the New York Convention of 1958 on the Recognition and Enforcement of Foreign Arbitrators' Awards.

The study also relies on the comparative approach, by reviewing and analyzing judicial and legislative case studies in a number of Arab and international legal systems, especially those that explicitly dealt with electronic arbitration, with the aim of exploring differences and identifying shortcomings in Palestinian legislation. This methodology aims to reach an analytical legal vision on the suitability of the current Palestinian legislative environment for the execution and enforcement of electronic arbitration awards, and to propose practical legal recommendations to bridge legislative gaps and achieve compatibility with modern international legal trends.

Previous studies point to the importance of electronic arbitration as an effective tool for resolving commercial disputes in the digital age. One of the prominent studies in this field is the study "Electronic Commercial Arbitration: A Contemporary Legal Necessity" prepared by Prof. Dr. Masoud Younis Atta (Atta, 2021). The study reviews the development of electronic arbitration and its legal challenges and emphasizes the need to update national and international legislative frameworks to keep pace with technological developments in this field. In the same context, the study "Electronic Arbitration Award and its Effects on the Legal System of the United Arab Emirates" by Prof. Dr. Sayed Ahmed Mahmoud Ahmed analyzed the procedures followed in electronic arbitration and their legal implications. The study pointed to the urgent need to develop national legislation to keep pace with the requirements of the digital age (Ahmed, 2020).

The study of Kahla and Khalil (2021) (Khalil & Kahala, 2021)

also indicates the importance of enhancing the judicial role in the application of electronic arbitration, as the need to develop national legal frameworks that accommodate the nature of electronic contracts and the nature of commercial disputes that are arbitrated remotely has emerged. The study highlights that electronic arbitration is a natural extension of traditional arbitration, but it still lacks comprehensive national legislation, opening up a range of legal and practical challenges.

Maragheh's (2024) study (Maragha & Ishaq, 2024) dealt with the issue of electronic

arbitration agreements in terms of applicable law, as it clarified the need to update legislation to include electronic means as recognized legal tools, especially in light of the current Palestinian law's reliance on the principles of traditional writing, which creates a gap between legislation and practical application.

In a related context, Manasrah's study (2018) examined (Manasrah, 2018) the issue of documenting and implementing electronic arbitration awards, focusing on the importance of compatibility between national laws and international conventions such as the 1958 New York Convention and the UNCITRAL Model Law. The study also showed that the absence of detailed legal provisions in Palestinian legislation hinders the effective implementation of electronic arbitration awards, stressing the need for clear mechanisms to preserve and protect arbitration awards issued electronically.

3. Results:

- A. The absence of explicit legal provisions in the Palestinian legislation regulating electronic arbitration or the implementation of its provisions, which leads to ambiguity in the legal status of this type of judgments.
- B. The lack of clear and stable Palestinian jurisprudence on the implementation of electronic arbitral awards, making it more difficult to predict the outcome of related cases.
- C. Benefit from international legislation and practice (such as the UNCITRAL Model Law and the New York Convention) to fill gaps in national legislation.

4. Discussion section:

2.1 LEGAL STATUS (JUDICIAL AUTHORITY) OF THE ELECTRONIC ARBITRATION AWARD

The laws agree that the executive status of the arbitration award must be given by the competent judicial authority, because the arbitration award itself is not enforceable, because this award is not issued by a judicial authority, but by a private body that does not have any authority to force the parties to implement the award, as this body needs the official judicial authority stipulated by the law that works to implement the arbitration award. (Budair, 2025)

On the other hand, it is worth saying that the court to which the judgment was submitted for ratification and implementation does not have the right to examine the origin of the dispute again, but its task is limited to ratifying it with the order to implement it or not to ratify it, and the principle is to ratify the judgment unless it is found that there is something that prevents its implementation, such as violating public order (Haddad, 2014), if the subject of the dispute may not be arbitrated in the first place (Syrian Judiciary, 1994; Federal Supreme Court (UAE), 2003, as cited in Haddad, 2014).

In the same regard, the laws that required the deposit of the judgment with the competent authority in the judiciary to consider the dispute after the end of the arbitration process, did not indicate the legal effect of not filing absolutely or filing late for the specified date, if the filing of the arbitration award is one of the preliminary procedures that the convict must take on his way to implement the arbitration award issued in his favor, and the filing of the arbitration award means the material act of handing over the judgment to the court's clerks department (Hindi, 2016).

It can be said in this regard that there is no legal effect on the violation of the text on the filing of the judgment (Syrian Court of Cassation, 1997, as quoted in Haddad, 2014), nor on the failure to organize a record of this deposit by the competent authority contrary to the legal text (Federal Supreme Court in Abu Dhabi, 2002, as quoted in Haddad, 2014).

The convicted person in the arbitration award shall not be compelled to implement it before the judicial ratification and order its implementation (Federal Supreme Court, 2003, as quoted in Haddad, 2014), and if he does not implement it voluntarily before that, he shall not be liable for compensation (Haddad, 2014) or other towards the convict. His

The first requirement: the legal status of the electronic arbitration award

The 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitrators' Awards stipulates that "arbitrators' awards do not mean judgments issued by arbitrators to adjudicate in specific cases only, but also awards issued by permanent arbitral tribunals (Permanent Court of Arbitration, n.d.), as the parties resort to them", (New York Convention, 1958, art. 2(2)) as long as the Convention does not specify the type of arbitral tribunals, the arbitration award issued by these electronic bodies is an award Recognized (Al-Dabousi Al-Sayed, 2015).

With regard to the position of the Palestinian legislator in the Arbitration Law, article 47 of this law stipulates that the arbitral award, after its ratification by the competent court, shall have the force and effect of court decisions and shall be implemented in the manner in which any judgment or decision issued by a court shall be implemented in accordance with the established procedures (Palestinian Arbitration Law No. 3 of 2000).

As for electronic arbitration, the researcher notes that the Palestinian Arbitration Law does not address such cases, but does this mean that these provisions do not enjoy such authority?? To answer this, it can be said that the Palestinian legislator under the provisions of the Arbitration Law has answered this question, not specifying exclusively the type of arbitral tribunals that carry out arbitration tasks in the Arbitration Law, in addition to the legislator's permission for the parties to choose the law to be applied to the arbitration process from its inception.

Until its end under the provisions of the Arbitration Law (Palestinian Arbitration Law No. 3 of 2000, art. 19), so that it is noted that the parties may resort during the arbitration process to electronic arbitration bodies, and the Jordanian Court of Cassation ruled that "the Jordanian Arbitration Law No. 31 of 2001 allowed the parties to agree any contract in the event of a dispute over the appointment of the institution that undertakes the arbitration, the place of arbitration, the language of arbitration and the applicable law by the arbitrators, and this is what the parties to this lawsuit agreed upon, which makes all the reasons for discrimination subject to restitution (Jordanian Court of Cassation, 2008, as quoted in Manasrah, 2018).

This provision indicates that the parties to the arbitration agreement are not restricted in resorting to a specific type of arbitration and that the parties may agree to resort to electronic arbitration institutions and specify the applicable law, the language of arbitration and other related matters.

Hence, researchers note that the Palestinian law has given this legal status to foreign arbitration awards as well, and the Palestinian legislator stipulated in the Palestinian Enforcement Law No. 23 of 2005 in the text of Article (36) by saying:

"1- Judgments, decisions and orders issued in a foreign country may be ordered to be implemented in Palestine under the same conditions prescribed in that country to implement Palestinian judgments, decisions and orders therein, provided that they do not contradict with Palestinian laws or harm the supreme national interest.

2. The execution of judgments, decisions and orders issued in a foreign country shall be ordered by a lawsuit filed before the court of first instance in whose district execution is to be executed, provided that such judgments, decisions and orders are duly certified by the

competent authorities" (Palestinian Enforcement Law No. 23 of 2005).

This indicates that foreign judgments and awards may be enforced in Palestine, including arbitration awards and awards, and did not independently specify what is meant by traditional or electronic arbitral awards, which in turn confirms that electronic arbitration awards enjoy full legal status. The Egyptian Arbitration Law also stipulates such authenticity, as it is stated in Article (55) that the arbitrators' rulings issued in accordance with the law possess the authority of *res judicata* and are enforceable taking into account the provisions stipulated in the law (Egyptian Court of Cassation, 1997, as quoted in Manasrah, 2018), and the decision in the Egyptian Court of Cassation that "the judgment acquires the authority of *res judicata* in what was decided between the litigants themselves, when the two lawsuits are united in place and reason, and this dispute may not be raised again between them, even with new legal or factual evidence, whether such arguments and evidence are raised. in the previous lawsuit or not raised and this authority is established for him in the overall and comprehensive matter involved in his judgment" (Appeal No. 44 of 46, 1984, as quoted in Manasrah, 2018).

From the above, researchers note that there will be no difficulties or obstacles that prevent the implementation of these electronic provisions, as the acceptance of electronic documents and granting them authenticity like traditional documents, in addition to granting electronic signatures the same authenticity as traditional written signatures, and the tendency of most legislations to equate electronic writing and signature with writing and traditional signature and grant them the same authenticity, which is the same stipulated in the Palestinian Electronic Transactions Law Decree of 2017 (Law by Decree No. 15 of 2017, Concerning Palestinian Electronic Transactions). This in turn requires that the arbitral award must be given the necessary authority for its enforcement by the competent national courts.

It is noted that the majority of Palestinian national laws stipulate that the implementation of the arbitration award requires writing the agreement or emptying it in a document signed by the parties, and there is no doubt that this contradicts the desired goal of resorting to arbitration, which requires the need to expand the concept of writing and traditional signature to include everything new in the field of electronic transactions, arbitration and new techniques for resolving disputes.

The award may be issued by the arbitrators by electronic means, provided that it is emptied in a written form that can be presented to the national courts for approval, and therefore there is nothing to prevent the implementation of the electronic arbitration award in Palestine since the arbitrators' decision will be emptied in a written form that enjoys full legal status and can be presented to the national courts for approval and implementation.

This is confirmed by Article No. (9) of the Palestinian Electronic Transactions Law of 2017 by saying that:

1. Electronic transactions and signatures shall have their legal effect and shall be considered valid and enforceable, just like written documents and documents under the provisions of the legislation in force in terms of binding on their parties or their validity in proof.
- 2_ The image copied on paper from the electronic data message is considered an argument against all unless disputed by one of the parties, in which case the image shall be reviewed on the original.

Thus, the decision by the Palestinian Electronic Transactions Law for the year 2017 provided a solution to the problem of providing a copy identical to the original electronic document, which in turn makes this law in line with international conventions and laws concerned with arbitration in our time.

Judicially, the written clause of the arbitration agreement goes to its applicability to the case of telex and fax (Lotfy, 1994) , considering that States could not imagine that the agreement on arbitration could be made by telegraphic photocopying or using e-mail, and the reason for this was that there were no alternatives other than writing for communication between the parties (Abu Saleh, 2004).

In a comprehensive judgment for the authenticity of the original copy of the letter and its signature, and how to refute that authenticity, the Dubai Court of Cassation said It is decided and based on the jurisprudence of this court that it is known to all that the transmission of the message by fax machine is placed in the original device of the sending party, which in turn transmits its image as it is and broadcasts it from the other fax machine located at the addressee(Dubai Court of Cassation, 1994, as quoted in Al-Bakhfawi, 2011) .

Hence, the fax message printed by the receiving fax machine in the manner of photocopying the sent fax machine and signed by the sender is considered an original copy of that sent message, which is kept with the sender, which is not permissible with him in that case to assign the addressee to advance it. It does not conform to its existing origin, and it is indispensable that it is just to claim in a way that is limited to its value in the proof (Al-Bakhfaoui, 2011). In a ruling of the French judiciary dated November 13, 1973, the telex was considered as the beginning of the evidence and in another judgment the French Court of Cassation issued a ruling in which it ruled that the written acceptance of the legal act can be signed or broadcast and preserved on any prop, including the fax, as long as its integrity and attribution to the sender have been verified or not disputed(French Commercial Cassation, 1997, as quoted in Al-Bakhfaoui, 2011).

It was pointed out that the trend to reach an acceptable solution regarding electronic writing and signature can be done by printing the electronic arbitration award and appending it with the signatures of the arbitrators manually and ratifying it by the arbitration center in accordance with the traditional rules before scanning it through the so-called scanner and sending it to the parties to the dispute (Al-Anzi, 2012).

Second Requirement: International and National Legal Status of Electronic Arbitration Awards

Electronic arbitration and electronic commerce, which is the subject of electronic arbitration, are governed and regulated by a set of international conventions and laws, the most important of which are the UNCITRAL Model Law on Electronic Commerce of 1996(UNCITRAL, 1996), the UNCITRAL Model Law on Electronic Signature of 2001(UNCITRAL, 2001), the United Nations Convention on the Use of Electronic Communications in International Contracts of 2005 (United Nations, 2005), and the Virtual Judge Arbitration System(Coreti, 2013)., which is a fast, neutral and less expensive way to resolve disputes between users of information networks by resorting to arbitration , and others(Hindi, 2009).

Many international conventions on arbitration have been concerned with the issue of international implementation of arbitration awards, so the necessary rules were developed to ensure its implementation, so that many international agreements were concluded for the purpose of unifying the rules concerning the recognition and enforcement of foreign arbitration awards, and the most important agreements were: First: New York Convention of 1958: This Convention requires all Contracting States to recognize the authority of the arbitration award and order its implementation in accordance with the rules of procedure followed in the territory in which enforcement is sought, and in accordance with the conditions stipulated in its articles (UNCITRAL, 1958), including the text of Article (3). (Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958, art.

2(3)). Article X establishes the principle of reciprocity by stating that each State, at the time of signature, ratification or accession to this Convention, may declare the extension of its provisions to all the territories it represents in the international sphere or to One or more territories (UNCITRAL, 1958, art. I), bearing in mind that there is an overlap between the New York Convention and the civil and commercial procedural laws of the States that have acceded to the Convention, and the result of such accession to such conventions is that these States have recognized the superiority of the rules of the New York Convention over domestic national procedural rules.

In fact, the New York Convention laid down a basis for regulating the recognition and enforcement of foreign awards, including international arbitration awards, and specified the grounds for refusing to recognize such awards and indirectly challenged the invalidity of arbitral awards, in terms of the effects of the nullity or suspension of an arbitral award issued in the State of the seat of the judgment in the legal system of the other State that is required to recognize and enforce it, as a reason for refusing recognition and enforcement of arbitral awards (Moselhi & El-Din, 2007).

Second: The UNCITRAL Model Law on Commercial Arbitration of 1985: which emphasized the international effectiveness of arbitration awards as a general asset (UNCITRAL, 1985).

The researcher believes that these agreements have a major and effective role in the development of arbitration in all countries of the world, which in turn leads to a great demand by the parties to the dispute to resort to arbitration, since there is a guarantee of the implementation of these provisions in the countries that accede to such agreements. International conventions should be interpreted in good faith, in accordance with the usual meaning of their words in the context therein, and without prejudice to the object or purpose of the treaty (Egyptian Court of Cassation, 2015). So that such agreements can be applied and adopted to apply them to the rules of electronic arbitration, including the aforementioned such as the adoption of the principle of functional equivalence (Manasrah, 2018) , which allows the application of the rules that were originally developed and constructed for traditional transactions by applying them to the rules and provisions of electronic transactions, including electronic arbitration.

It is noted the extent to which such agreements reflected on the State of Palestine and had an effective impact on them, including the Palestinian Arbitration Law through many of its texts, so that it stipulated principles that are one of the most important principles on which international commercial arbitration is based in general, such as determining the two types of arbitration (private and institutional) in Article (3) thereof, and determining the two types of arbitration agreement (arbitration clause and arbitration party) in Article (5/1) thereof, and the Palestinian Arbitration Law included an emphasis on granting a foreign arbitration award with executive force and effect In the case of the execution of a foreign arbitration award, the implementation must be accompanied by recognition, so that the arbitration award is implemented in the manner in which the decisions issued by the Palestinian courts are implemented.

This is also what the Jordanian Court of Cassation took by saying that it is useful from the provisions of Article II of the Law on the Enforcement of Foreign Judgments No. 8 of 1952 that the foreign judgment includes the arbitrators' decision in the arbitration proceedings if the decision has become, by virtue of the law in force in the country in which the arbitration was held, enforceable as a decision issued by the court in that country, and therefore the foreign arbitration award required to be implemented and ratified by the competent authorities in that country is amenable For execution in Jordan if it meets the conditions required by the Law on the Enforcement of Foreign Judgments in Article VII thereof, which does not include

attaching the arbitration instrument or a copy thereof, and therefore the plaintiff's failure to attach a copy of the arbitration agreement does not prevent the execution of the arbitrators' award based on the Foreign Judgments Enforcement Law No. 8 of 1952 (Jordanian Court of Cassation, 2004, as cited in Manasrah, 2018).

Accordingly, we believe that the Palestinian Arbitration Law is similar in many of its provisions to the provisions of the New York Convention on the Recognition and Enforcement of Foreign Arbitrators' Awards of 1958.

Thus, it becomes clear to us the importance of joining the New York Convention on the Recognition and Enforcement of Foreign Arbitrators' Awards, as after Palestine's accession to this Convention in 2015, it will be possible to implement arbitral awards issued in a foreign country in Palestine, after following the legal procedures for recognition and implementation of this type of decisions stipulated in the Palestinian Arbitration Law as well as those contained in the Enforcement Law No. 23 of 2005, specifically Articles 38, 37, 36, and 8 of it, which includes provisions relating to the enforcement of foreign arbitral awards. (Palestinian Enforcement Law No. 23 of 2005).

The Palestinian Arbitration Law (Palestinian Arbitration Law No. 3 of 2000, art. 18) also takes full account of the provisions contained in the New York Convention and the provision contained in the Riyadh Arab Convention for Judicial Cooperation on the freedom granted to the parties to choose the legal rules applicable to arbitration procedures and its subject matter. The Egyptian Arbitration Law No. 27 of 1994 stipulates that arbitrators' rulings issued in accordance with this law possess the authority of *res judicata* and are enforceable taking into account the provisions stipulated in this law (Egyptian Arbitration Law No. 27 of 1994, art. 55). Its own by the executive branch is called the execution order (Al-Nimr, 2004).

2.2 Legal regulation of the implementation of electronic arbitration awards

The first requirement: the procedures to be followed to implement the electronic arbitration award, and the conditions of implementation. Some argue that the official authorities entrusted with the implementation and which begin with the competent court to issue the executive version of the award will not easily take upon themselves the responsibility of implementing the arbitration award unless there is a national law or international agreement that obliges national authorities to accept and implement electronic judgments, and in light of the fact that national laws or international conventions do not include what obliges national judicial courts to such recognition to accept execution, and in light of the failure of the electronic arbitration system to meet the forms stipulated in those laws or Electronic arbitration awards will have difficulty recognizing and enforcing (Al-Maani, 2014).

Therefore, some have argued that the expression found in national laws and international conventions that do not provide for the permissibility and validity of the exchange of an arbitration agreement by electronic means cannot be extended to include electronic writing as a means of proving the existence of an arbitration agreement.

This applies to laws and conventions that have been prepared and not provided for. Electronic means in writing and recognizing the arbitration agreement, such as the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, in particular as provided for in Article 2/2, shall include the term "written agreement" to include any arbitration clause contained in a contract or any arbitration agreement signed by the parties or contained in mutual means or telegrams, as well as article 7/2 of the 1985 Model Law on International Commercial Arbitration UNCITRAL (Suleiman, 2015).

On the other hand, there are those who believe that electronic writing fulfills the writing

requirement found in international treaties and national laws with jurisdiction over arbitration. This view is based on: In the field of States that recognize electronic means (the Internet) as a means of concluding contracts, within the conditions recognized by the laws governing electronic commerce and electronic transactions, these laws fully recognize the arbitration agreement that is written by e-mail or by exchanging information and recording it on the website of the Arbitration Center by sending.

The data for the center electronically through a page on the website is dedicated to filling in the data and address. Because the recognition in these laws of the validity of contracts includes accordingly the recognition of the agreement on arbitration, whether it came in the form of an arbitration clause or an independent arbitration contract as long as the form and conditions required in accordance with the laws governing the electronic contract were taken into account, and the conditions for the validity and authenticity of proof of electronic writing are met (Suleiman, 2015), and researchers support this view due to the existence of a national and international legal regulation for these transactions, which ensures their proper functioning and giving them full legal authority as represented by traditional transactions.

It is noted that the electronic arbitration award and all paper documents must be extractable on paper, so that they can be submitted to the courts in order to uphold and enforce the electronic award and to give it authority (Al-Khalidi, 2009).

The person concerned can extract a copy of the electronic arbitration award, after signing it from the arbitrators, where the electronic award can be printed with the number of copies to be obtained and then sent to the parties concerned, either by placing the award on the case's website, providing the parties with a password that allows them alone to access it, or the arbitral tribunal can send an e-mail to the parties to notify them of the provisions of the award it issued. Work should be done to provide mechanisms to prevent Tampering with the arbitration award or misrepresenting it during its electronic transmission, in order to ensure that the arbitration award reaches the parties as issued verbatim by the arbitral tribunal, and it is also necessary to provide technical means that prevent the possibility of informing those who do not have the right to do so (Hindi, 2009).

As for the Palestinian law, it has become easy to implement electronic arbitration awards due to the existence of a legal base on which to rely when implementing this type of judgments, so that the decision by the Palestinian Electronic Transactions Law for the year 2017 stipulated that electronic transactions and signatures shall have their legal effect and are considered valid and enforceable, just like written documents and documents under the provisions of the legislation in force, in terms of binding them to their parties or their validity in proof.

Officiality is an argument against all to the extent that it is identical to the original of this message, which is stated in the text of Article (8) of the Palestinian Law by Decree No. 15 regarding electronic transactions for the year 2017, which stipulates the following: (For electronic documentation 1. The Ministry is considered the electronic documentation body for ministries and public institutions, and issues electronic documentation certificates to be used in its transactions 2. The Ministry works to verify that the electronic signature or electronic record has been carried out by a specific person, to track the changes or errors that occurred in the electronic signature or electronic record after its creation, including the use of analytical means to identify symbols, words, numbers, decryption, and any means, or any other procedures that achieve the desired purpose.3. The Minister shall issue instructions regulating electronic documentation procedures.) (Law by Decree No. 15 of 2017, Concerning Electronic Transactions in Palestine).

This is also confirmed by Article (4) of this Law by Decree No. (15) of 2017 on electronic transactions, "that it applies to electronic transactions and signatures in relation to the same jurisdiction as the provisions that apply to written transactions." This indicates that electronic arbitrators' awards may be enforced even if they are foreign, and this means that an electronic arbitration award may be enforced in Palestine by following the same procedures followed to implement the traditional arbitration award, so that the arbitrators' award is ratified by the competent court. And follow the procedures and rules stipulated in the Special Arbitration Law.

Second Requirement: The competent authority to issue an order to implement the electronic arbitration award:

Article 1 of the Palestinian Arbitration Law No. 3 of 2000 stipulates that the competent authority to issue an order for the enforcement of the arbitration award is the court originally competent to hear the dispute submitted to the arbitral tribunal if it is a local arbitration, but if the arbitration is international and takes place in Palestine, the competent court is the court of first instance within whose jurisdiction the arbitration is conducted, and the date on which the application for enforcement is submitted is what is stipulated in Article 45 (Palestinian Arbitration Law No. 3 of 2000, art. 45), and if the period stipulated in Article 44 (Palestinian Arbitration Law No. 3 of 2000, art. 44), of this law without challenging the arbitration award, the competent court shall issue its decision to ratify the award and give it an executive character at the request of one of the parties.

This was confirmed by the Palestinian Court of Appeal in Ramallah by saying: "In accordance with the provisions of Articles 44 and 46 of the Arbitration Law of 2000, an application to appeal the arbitration award shall be submitted within thirty days from the day following the date of its issuance, if it is face-to-face, or from the day following its notification. (Court of Cassation, Ramallah, 2006; Jordanian Court of Cassation, 2004, as cited in Manasrah, 2018).

As for the Egyptian Arbitration Law, the President of the Court is competent to issue the order for execution, as he is the one who considers the dispute or its judges delegated by him if the arbitration is not commercial or international, but if the arbitration is commercial or international, whether it takes place in Egypt or abroad, the jurisdiction shall be for the President of the Cairo Court of Appeal or his delegated judges, unless the parties agree on the jurisdiction of another Court of Appeal, and this is stipulated in Article 56 and 9 (Egyptian Court of Cassation, 2005, as cited in Mansour, Khalil, & Emad, 2013), of the Egyptian Arbitration Law No. 27 of 1994 (Egyptian Arbitration Law No. 27 of 1994).

The order for execution, whether the arbitration award is commercial or international, is issued in accordance with the general rules in orders on petitions in accordance with Article (194) Egyptian pleadings (Al-Masry, n.d.), in what does not conflict with the provisions of the Egyptian Arbitration Law, so that it is not permissible to appeal against the order issued to implement the arbitration award (Article 58, Egyptian Arbitration Law No. 27 of 1994), while the order issued to refuse implementation may be appealed against to the competent court in accordance with the provision of Article (9) of this law, and this is what the Supreme Constitutional Court ruled "the unconstitutionality of item 3 of Article 58 of the Law of Arbitration in Civil and Commercial Matters promulgated by Law No. 27 of 1994, stipulating that it is not permissible to appeal against the order issued to implement the arbitration award (Case No. 92/21, Constitutional Court, 2001).

The Egyptian Arbitration Law also stipulates that the person in whose favor the arbitration award was issued must deposit the original award or a copy signed by it in the language in

which it was issued, or a translation in Arabic certified by an accredited body if it is issued in a foreign language, in the registry of the court referred to in Article (9) of this law (Article 47, Egyptian Arbitration Law No. 27 of 1994).

As for electronic arbitration, judicial control cannot be exercised to invalidate arbitration awards if the parties do not agree to specify the applicable law and do not specify the place of arbitration on the basis of which the applicable law shall be determined in the event of disagreement (Khababa, 2017), so that the request for enforcement of the arbitration award shall not be accepted if the deadline for filing a claim for nullity of the award has not expired (Article 58(1), Egyptian Arbitration Law No. 27 of 1994).

5. Conclusion and recommendations

This study reviewed the legal framework governing electronic arbitration in Palestine, in light of technical developments and relevant national and international legislation. It was found that the Palestinian legislator did not explicitly address the concept or mechanisms of electronic arbitration, which poses practical and legal problems with regard to the implementation of the provisions of this type of arbitration.

Although the general rules of the Palestinian Arbitration Law of 2000 and the Enforcement Law of 2005 do not in principle prevent the implementation of electronic arbitration awards, the absence of clear and detailed provisions leads to a state of legal ambiguity and opens the way for divergent jurisprudence, which may hinder the effective implementation of these provisions.

Recommendations

1. Amending the Palestinian Arbitration Law No. 3 of 2000 to include clear provisions regulating electronic arbitration in terms of procedures, documentation, and recognition of judgments.
2. Introducing provisions in Execution Law No. 23 of 2005 that include rules for the implementation of arbitration awards issued electronically, while recognizing their electronic form as valid legal documents.

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