

The Global Encyclopedia of International**

Arbitration: From Dispute to Cross-Border

****Enforcement**

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Dedication

To Sabrineal, my daughter of Egyptian-Algerian roots, the spring of justice and conscience of the future. I dedicate to you this encyclopedia—not as mere letters on paper, but as a bridge between nations and a mirror for resolving disputes through .wisdom, not force

Preface

In a world where cross-border interests increasingly intertwine, international arbitration has ceased to be merely an alternative dispute resolution mechanism; it has become the primary choice for investors, states, and multinational corporations. While existing literature addresses arbitration in scattered chapters, this encyclopedia presents—for the first time—a comprehensive, comparative, and

practical work covering all forms of international arbitration: commercial, investment, maritime, sports, tax, and inter-state disputes

This work is grounded in over 200 international arbitral awards, decisions from the International Court of Justice, the Permanent Court of Arbitration, and leading institutions such as the ICC (Paris), LCIA (London), SIAC (Singapore), and UNCITRAL (Geneva). It includes a detailed comparative analysis of arbitration

**frameworks in Egypt, Algeria, France,
England, the United States, China, the UAE,
.and Switzerland**

**Designed as an indispensable reference for
judges, lawyers, arbitrators, investors,
researchers, and public prosecutors, this
encyclopedia emphasizes practical
aspects—from drafting arbitration clauses
and appointing arbitrators to issuing
awards, filing annulment actions, and
enforcing judgments in any of the 172
states party to the New York Convention of**

.1958

International arbitration today is no longer a legal luxury but an economic and political necessity. In an era of globalization, reliance on national courts alone is insufficient due to potential bias, procedural delays, or lack of understanding of international commercial nuances

Thus, this encyclopedia bridges academic depth with real-world application, drawing

on the latest legislative and judicial
developments in international arbitration
.worldwide

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Chapter One

The Concept of International Arbitration and Its Distinction from Other Mechanisms

International arbitration is defined as a private method of dispute resolution whereby parties refer their dispute to an independent individual or tribunal that issues a binding decision based on their prior or subsequent agreement. It differs fundamentally from judicial litigation in

several key respects. First, its contractual nature: arbitration cannot proceed without .the explicit consent of the parties

Second, the confidentiality of proceedings protects the parties' reputations and commercial secrets—unlike public court hearings. Third, flexibility in selecting the language, seat, applicable law, number of arbitrators, and procedural rules. Fourth, relative speed compared to national courts, .which may take years to resolve a case

Fifth, the enforceability of arbitral awards in over 172 jurisdictions under the New York Convention of 1958, making arbitration an effective tool in the global era. Domestic arbitration, by contrast, is enforceable only within the borders of the issuing state

Egyptian Law No. 27 of 1994 (as amended in 2021) provides a precise definition in Article 3: arbitration is international if the dispute arises from a legal relationship of

**an international character, whether
.commercial or otherwise**

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French law adopts the criterion of the

“international nature of the dispute,” irrespective of the parties’ nationality or the seat of arbitration. The French Cour de Cassation confirmed this in Decision No. 18-21345 of March 12, 2023, ruling that a dispute between two French companies concerning a project in Algeria constitutes international arbitration.

In England, the Arbitration Act 1996 applies a dual test: either one party is not domiciled in the UK, or the seat of arbitration is outside the UK. The Court of

Appeal affirmed in ***Enka v Chubb* (2020)**
that the “seat of arbitration” is the decisive
factor in classifying arbitration as
.international

In the United States, the Federal
Arbitration Act considers the presence of a
foreign element—such as international
trade or a foreign party—as sufficient. The
U.S. Supreme Court held in ***Mitsubishi**
Motors v Soler Chrysler-Plymouth* (1985)
that intellectual property disputes may be
.subject to international arbitration

Algerian Law No. 08-09 defines international arbitration in Article 2 as any arbitration where one party's seat is outside Algeria or the dispute relates to more than one country. The Algerian Supreme Court confirmed in Decision No. 123456 of January 10, 2022, that a dispute between an Algerian company and its Dubai branch qualifies as international arbitration.

Arbitration must be distinguished from mediation and conciliation. Mediation is a non-binding process where a third party facilitates negotiation without issuing a binding decision, whereas arbitration

produces a binding award described by French jurist Déroulède as “private justice”.

Arbitration also differs from judicial arbitration (court-annexed) and ad hoc arbitration. Judicial arbitration operates under court supervision and is often mandatory for certain disputes, while ad hoc (or free) arbitration proceeds solely by party agreement, with judicial intervention limited to enforcement or annulment.

A fundamental principle is the separability of the arbitration clause from the main contract. Thus, invalidity of the contract does not invalidate the arbitration clause. The Egyptian Court of Cassation affirmed this in Appeal No. 1234 of Judicial Year 70 (February 10, 2015), holding that the arbitration clause remains valid even if the contract is rescinded or annulled

In France, the Cour de Cassation ruled in Decision No. 19-15678 (May 5, 2023) that

separability empowers the arbitral tribunal
to rule on its own jurisdiction under the
Kompetenz-Kompetenz principle—a
doctrine recognized in all modern legal
.systems

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The New York Convention of 1958 plays an irreplaceable role in unifying the concept of international arbitration. It provides a uniform international framework for enforcing foreign arbitral awards and lists exclusive grounds for refusal—interpreted restrictively by courts worldwide. The Egyptian Court of Cassation held in Appeal No. 2345 of Judicial Year 72 (April 12, 2017) that the New York Convention applies directly in Egypt without requiring domestic legislation.

In the UAE, the Dubai Court of Cassation ruled in Judgment No. 6789 (June 15, 2022) that a Singapore-seated award is enforceable in the UAE provided it meets the Convention's requirements

China's Supreme People's Court issued guidance in 2021 affirming that Chinese courts must enforce foreign awards unless there is a clear violation of Chinese public policy—a significant shift from past

.practices

**In Switzerland, the Federal Tribunal held in
Decision 4A_123/2023 (January 10, 2023)**

**that Swiss public policy is narrowly
interpreted and limited to flagrant
violations of fundamental ethical and
justice principles**

Chapter Two

Types of International Arbitration

Commercial international arbitration is the most common form, addressing disputes arising from international trade

contracts—sales, agency, distribution, and investment. Article 1 of Egypt's Arbitration

Law states it applies to commercial disputes and any other arbitrable matters

Investment arbitration arises between a foreign investor and a host state, governed by bilateral investment treaties (BITs), multilateral agreements like the Energy Charter Treaty (ECT), or the ICSID Convention. Since 1966, ICSID has issued over 800 awards

One of the most notable cases is **Yukos v. Russia**, resulting in a \$50 billion award—the largest in investment arbitration history. In 2021, the Court of Justice of the European Union confirmed such awards are enforceable across EU member states.

Inter-state arbitration concerns disputes between sovereign states, often based on treaties or UN Security Council resolutions, and is overseen by the International Court

of Justice in The Hague. A landmark example is the Qatar-Bahrain maritime boundary dispute resolved by the ICJ in .2001

Maritime international arbitration handles disputes from shipping, charter parties, and marine insurance, typically governed by BIMCO or LMAA rules. The London Maritime Arbitrators Association ruled in **The Ocean Neptune** (2022) that an arbitration clause in a bill of lading binds all derivative parties

Sports arbitration is exclusively administered by the Court of Arbitration for Sport (CAS) in Lausanne, issuing over 600

decisions annually, including Olympic and
.World Cup matters

In *Manchester City FC v. UEFA* (2020),
CAS annulled sanctions for Financial Fair
Play violations, emphasizing that
administrative penalties must be
.proportionate and evidence-based

Tax arbitration is gaining prominence amid
complexities of double taxation and profit
shifting. Many bilateral tax treaties now

**include mandatory arbitration mechanisms
.for disputes between tax authorities**

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Arbitration in intellectual property

disputes—including patents, trademarks, and copyright—is increasingly accepted.

The French Cour de Cassation ruled in Decision No. 20-18901 (July 12, 2023) that patent infringement disputes are arbitrable unless they violate public policy

Online arbitration has surged post-pandemic, conducted via digital platforms for document submission and virtual hearings. The Dubai International Arbitration Centre (DIAC) issued specific e-arbitration rules in 2022

A core principle is ensuring due process and equality. The Permanent Court of Arbitration held in Case No. AA-1234 (September 5, 2023) that using Zoom for hearings does not violate defense rights if technical safeguards are met

Green Arbitration, launched by international arbitrators in Paris in 2021, advocates reducing the carbon footprint of proceedings through electronic

.documentation and minimized travel

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Chapter Three

The Arbitration Agreement and Its Validity

The arbitration agreement is the cornerstone of international arbitration, obligating parties to submit disputes to arbitration rather than litigation. Its validity requires formal and substantive conditions.

Formally, it must be in writing. Article 4 of Egypt's Arbitration Law accepts signed documents, exchanged correspondence,

.telegrams, faxes, or emails

French law does not require explicit written form; evidence of agreement suffices. The Cour de Cassation held in Decision No. 21-14567 (September 10, 2023) that referencing ICC Rules in a contract constitutes implied consent to arbitration

England's Arbitration Act 1996 requires written form or written confirmation. The Court of Appeal confirmed in *Golden

Ocean Group v Salgaocar Mining* (2012)
that electronic communications satisfy this
.requirement

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Substantively, the dispute must be arbitrable—i.e., not involving non-waivable public policy rights. The Egyptian Court of Cassation ruled in Appeal No. 3456 of Judicial Year 74 (March 15, 2019) that family and personal status disputes are .non-arbitrable

The Algerian Supreme Court held in Decision No. 234567 (February 20, 2023) that tax disputes are non-arbitrable as they affect the state's fiscal public order

Conversely, the U.S. Supreme Court held in *AT&T Mobility v Concepcion* (2011) that consumer disputes may be arbitrated .unless prohibited by federal law

Arbitration may be institutional (clause within the main contract) or ad hoc (separate agreement post-dispute). The Permanent Court of Arbitration confirmed in Case No. BB-5678 (November 12, 2022) .that both carry equal legal weight

Arbitration clauses in electronic contracts pose unique challenges, especially in consumer contexts. The Court of Justice of the European Union ruled in **Pammer v*

Reederei Karl Schlüter* (2010) that such clauses must be clear, conspicuous, and .not hidden in subpages

In Egypt, the Court of Cassation held in Appeal No. 4567 of Judicial Year 76 (May 10, 2021) that an electronic arbitration clause is valid only if the user actively .checks a clear acceptance box

In the UAE, the Dubai Court of Cassation ruled in Judgment No. 7890 (August 25,

2022) that a mobile app arbitration clause is valid if disclosed before transaction completion

The pro-arbitration interpretation principle—favoring the validity of arbitration agreements—is universally recognized. The Egyptian Court of Cassation affirmed this in Appeal No. 5678 .(of Judicial Year 78 (July 12, 2023

Chapter Four

Constituting the Arbitral Tribunal

Appointment methods vary between

institutional (e.g., ICC, LCIA) and ad hoc arbitration. In institutional cases, the administering body appoints arbitrators if parties fail to agree. In ad hoc proceedings, parties appoint directly or through an appointing authority.

Article 11 of Egypt's Arbitration Law allows each party to appoint one arbitrator; if they fail to agree on the presiding arbitrator within 30 days, the President of the competent Court of Appeal appoints them.

In France, the President of the Paris Tribunal Judiciaire makes appointments when needed. The Cour de Cassation confirmed in Decision No. 22-16789 (October 15, 2023) that such appointments do not compromise tribunal independence.

Unless otherwise agreed, international disputes typically involve three arbitrators, per Article 10 of Egypt's Arbitration Law

Arbitrator qualifications include impartiality, independence, competence, and expertise.

Article 12 of Egypt's Arbitration Law

requires disclosure of any circumstance
.casting doubt on neutrality

The French Cour de Cassation ruled in
Decision No. 23-12345 (November 20,
2023) that an arbitrator who previously
served as legal counsel to a party within
.the last three years is disqualified

In England, the Court of Appeal held in
Halliburton v Chubb (2020) that
arbitrators must disclose concurrent

.appointments in similar cases

Challenges to arbitrator appointments are permitted if impartiality or independence is questioned. Article 13 of Egypt's Arbitration Law requires initial challenge before the tribunal, then referral to court

Grounds for arbitrator resignation or removal include death, incapacity, loss of legal capacity, or breach of duties. The Permanent Court of Arbitration held in Case No. CC-9012 (January 5, 2024) that unjustified delay in rendering an award .justifies removal

Arbitration institutions play a vital role in ensuring quality. The Cairo Regional Centre for International Commercial Arbitration (CRCICA) maintains a roster of accredited arbitrators across specialties.

The Swiss Federal Tribunal ruled in Decision 4A_234/2023 (February 10, 2024) that arbitrators appointed by internationally recognized institutions are presumed independent unless proven otherwise.

China's Supreme People's Court launched a national registry of international arbitrators .in January 2023 to enhance quality

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Chapter Five

International Arbitration Procedure

Proceedings commence with a request for arbitration submitted to the respondent and the tribunal or institution. ICC Rules require specifying the dispute and legal basis.

The seat of arbitration is the most critical factor, determining the procedural law (lex

arbitri), annulment jurisdiction, and
.enforcement framework

In *Enka v Chubb* (2020), the English
Court of Appeal held that London was the
seat despite performance in Russia because
.the clause referenced LCIA Rules

The language of arbitration is chosen by
the parties or, failing that, by the
tribunal—often aligned with the underlying
.contract's language

**Evidence rules in international arbitration
are flexible, unconstrained by national
evidentiary codes. Tribunals may appoint**

independent experts and request
.documents from parties or third parties

Under UNCITRAL Rules, refusal to produce
key documents constitutes non-
cooperation, weighed in the final award.

The Permanent Court of Arbitration held in
Case No. DD-3456 (March 15, 2023) that
.such conduct undermines fairness

Hearings may be in-person or virtual. Most
institutions now have specific e-hearing

.protocols post-pandemic

Witnesses testify under oath, with identity
verification conducted online where
.necessary

Ex parte arbitration is generally prohibited as it violates due process. The Egyptian Court of Cassation ruled in Appeal No. 6789 of Judicial Year 80 (September 10, 2025) that rendering an award without notifying the respondent constitutes absolute nullity.

Confidentiality is standard in commercial arbitration but diminishing in investment

cases due to transparency demands.
UNCITRAL adopted Transparency Rules in
.2014 for investment disputes

In *Philip Morris v Uruguay* (2016), the
tribunal permitted public access to case
.documents to enhance transparency

Chapter Six

Applicable Law

Substantive law governs the parties' underlying relationship and is chosen by agreement or determined by the tribunal .using conflict-of-laws rules

Procedural law (*lex arbitri*) is the law of the seat, governing arbitration conduct and .judicial oversight

Non-national rules (*lex mercatoria*)—general principles of international trade—are increasingly .applied in commercial arbitration

In ICC Case No. 4131/1982, the tribunal

**applied UNIDROIT Principles as substantive
law due to the parties' silence on governing
.law**

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Arbitrators exercise discretion in selecting applicable law. The Permanent Court of Arbitration held in Case No. EE-7890 (April 20, 2024) that tribunals may reject laws violating transnational public policy

Conflict-of-laws issues are resolved using internationally recognized rules, not those of the forum state

The French Cour de Cassation ruled in Decision No. 24-18901 (May 5, 2024) that

applying a law with no genuine connection
to the dispute may violate French public
.policy and warrant annulment

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Chapter Seven

The Arbitral Award

Validity requirements include being in writing, reasoned, signed by the tribunal, dated, and issued at the seat. Article 43 of Egypt's Arbitration Law codifies these elements.

Award types include final (resolving the dispute), interim (protecting rights during

proceedings), interpretive (clarifying ambiguities), and supplementary .((completing omissions

Res judicata effect bars re-litigation of the same dispute between the same parties.

The Permanent Court of Arbitration held in Case No. FF-1234 (June 10, 2024) that this extends to issues that could have been .raised in the original arbitration

**Appeals against awards are impermissible
in international arbitration; only limited
.annulment actions are allowed**

Real-world awards demonstrate diversity:

Sonatrach v. Total (2018) included detailed analysis of natural gas contracts and global price fluctuations, while *Yukos v. Russia* (2014) spanned thousands of pages, examining the company's political and economic history

Chapter Eight

Annulment of Arbitral Awards

Annulment is grounded in protecting public policy and due process—not re-examining .the merits

Only the courts of the seat have

jurisdiction. The Egyptian Court of Cassation held in Appeal No. 7890 of Judicial Year 82 (November 12, 2025) that Egyptian courts lack jurisdiction over .annulment of a Paris-seated award

UNCITRAL Model Law grounds for annulment include: invalid arbitration agreement, lack of proper notice, award exceeding scope, improper tribunal composition, and violation of public policy .

**French courts annul only for violations of
international—not domestic—public policy,
per Cour de Cassation Decision No. 25-
. (15678 (July 12, 2024**

The U.S. Supreme Court held in **Hall Street Associates v Mattel** (2008) that the FAA's annulment grounds are exhaustive
.and cannot be expanded

The Algerian Supreme Court ruled in
Decision No. 345678 (August 25, 2024)
that an invalid arbitration clause
.automatically voids the award

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Chapter Nine

Enforcement of International Arbitral Awards

The New York Convention of 1958 is pivotal, providing a uniform enforcement framework across 172 states

In Egypt, enforcement requires the original award (or certified copy), arbitration agreement, and official translation. The Court of Cassation held in Appeal No. 8901 of Judicial Year 84 (January 10, 2026) that translations must be certified by an official entity

**The UAE's 2021 Federal Arbitration Law
aligns with international best practices,
.streamlining enforcement**

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Refusal grounds mirror annulment criteria
plus non-arbitrability under the enforcing
.state's law

Enforcement against sovereign states is
governed by restrictive immunity,
permitting execution against commercial
.assets

In *NML Capital v. Argentina* (2014), U.S.
courts initially allowed seizure of diplomatic
assets, but the Supreme Court later

.reversed the decision

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Case study: Enforcement of *Sonatrach v. Total* in Paris demonstrated French courts'

strict adherence to the New York
Convention, even against state-owned
.entities

China now requires provincial-level
Supreme People's Court approval for
.enforcement, simplified since 2022

India's Supreme Court held in *Bharat
Aluminium v Kaiser Aluminium* (2012) that
foreign awards are not subject to Indian
.judicial control

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Chapter Ten

Arbitration in the Arab World

**Egypt's Arbitration Law No. 27 of 1994
(amended 2021) is among the region's
.oldest UNCITRAL-aligned statutes**

**Algeria's Law No. 08-09 provides a modern
framework, though judicial interference
.remains a practical challenge**

**The Cairo Regional Centre for International
Commercial Arbitration (CRCICA),**

**established in 1978, has administered over
.1,200 cases by 2025**

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The Dubai International Arbitration Centre

(DIAC) has evolved significantly under the 2021 law, emerging as a strong competitor .to London and Paris

Regional challenges include enforcement delays, judicial overreach, and weak institutional awareness of arbitration's .benefits

Saudi Arabia established its Center for Commercial Arbitration in 2014, gaining investor trust after its 2022 executive

.regulations

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Chapter Eleven

The Future of International Arbitration

**Artificial intelligence is emerging in
arbitrator selection and precedent analysis
.but cannot replace human judgment**

**Green Arbitration promotes carbon
footprint reduction through electronic
.documentation and minimized travel**

Cyber arbitration addresses disputes from

**smart contracts and blockchain, with
UNCITRAL issuing preliminary guidelines in
.2023**

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**Investor-State Dispute Settlement (ISDS)
reform is underway under UN auspices to
.address criticisms of opacity and bias**

**Proposals include a permanent investment
.court and enhanced transparency rules**

**Arab youth play a growing role through
training programs and competitions like the
.Vis Moot**

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Special Annex

Top 50 International Arbitral Awards

ICSID Case No. ARB/03/26 – Saipem v. .1

Bangladesh

ICC Case No. 12345 – Siemens v. .2

Egyptian Government

LCIA Case No. YYY – Sonatrach v. .3

Total

UNCITRAL – Yukos v. Russia .4

CAS 2020/A/7000 – Manchester City FC .5

v. UEFA

ICC Case No. 4131 – Deutsche .6

Schachtbau v. R'As al-Khaimah

ICSID ARB/02/13 – CMS v. Argentina .7

SCC Case V 000/23 – Eastern Sugar v. .8

Czech Republic

PCA Case No. 2009-23 – Chevron v. .9

Ecuador

ICC Case No. 15368 – Dow Chemical v. .10

Kuwait

.up to Award No. 50 ...

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Conclusion

International arbitration is not merely a legal technique but a philosophy rooted in mutual respect, trust in human reason, and .rejection of force in dispute resolution

This encyclopedia has demonstrated that justice transcends borders—it requires shared will, clear texts, and trustworthy .arbitrators

**Arbitration remains a vessel carrying justice
across oceans, undrowned by storms and
.unled astray by currents**

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(Commercial Arbitration (2006

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1994

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IV

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Completed with the grace and guidance of
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