CFORSJ
Centre of Research for Fiqh Forensics and Judiciary

Vol. 2, No. 1, pp. 186-196 | 2024
CFORSJ Procedia

THE ROLE OF ELECTRONIC ARBITRATION IN RESOLVING DISPUTES ON THE PUBLIC AND PRIVATE INTERNATIONAL SPHERE

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ABSTRACT

Due to the inability of ordinary courts to keep pace with the rapid development in information technology and their failure to provide swift methods for resolving electronic transaction disputes, there has been an urgent need to seek more effective means to settle these disputes. As a result, there has been a move towards adopting electronic arbitration. However, there has been disagreement in the legal field regarding the definition of this type of arbitration on one hand, and on the other hand, the debate surrounding its legal nature. Although electronic arbitration is more effective and quicker in resolving disputes compared to ordinary courts, its practical application faces many obstacles and challenges. Additionally, there are both advantages and disadvantages to implementing this type of arbitration, which we have addressed in our research. We divided the study into three sections: the first discusses the nature and legal characteristics of electronic arbitration; the second focuses on electronic arbitration agreements; and the third identifies the advantages, disadvantages, and obstacles of electronic arbitration. We concluded our research with a conclusion outlining the most important findings and recommendations we reached.

Keywords: *Electronic arbitration, Resolving disputes, Electronic arbitration agreements*

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Introduction

Arbitration is a special system or method for resolving disputes arising from the execution of various commercial transactions. It is referred to as the "Arbitration Authority" and consists of one or more arbitrators as agreed upon by the parties in the arbitration agreement or in the document organizing the relationship subject to arbitration. It fundamentally relies on moving away from ordinary litigation to the freedom of the disputing parties to choose their judges.

Importance of the Study

The importance of studying international arbitration lies in highlighting its status as one of the most prominent and significant topics currently attracting attention at both national and international levels. It is considered the most effective and successful means of settling international disputes that countries resort to due to its dynamic nature and the ease of its procedures in resolving such disputes. Moreover, the significance of studying arbitration is evident in its ability to enhance legal knowledge and skills, especially given the widespread interest it garners from countries due to its simplicity and procedural flexibility.

Arbitration features several advantages, among the most important of which is its flexibility, allowing disputants to shape it according to their needs. Parties can choose the arbitrators who will conduct the arbitration themselves, and it offers confidentiality in arbitration sessions, unlike ordinary courts, which rely on public hearings as a guarantee of justice. Traders are keen to keep their financial positions private.

Furthermore, the arbitration system is characterized by the elimination of judicial formalities, allowing disputing parties to avoid multiple levels of litigation. Cases in court go through successive stages: from the lower court to the appellate court and then to the court of cassation, which may delay the execution of judicial rulings due to appeals that can take several years.

Recently, there has been a widespread use of modern technologies and the internet in conducting commercial transactions and concluding electronic contracts, known as e-commerce, leading to an increase in the volume of such transactions globally and consequently an increase in the disputes arising from them. Individuals have increasingly sought to resolve these disputes using the same methods employed in e-commerce, especially in light of the COVID-19 pandemic, which led many countries to impose lockdowns to prevent the spread of the virus and suspend the operations of ordinary courts.

Given the judiciary’s inability to keep pace with the electronic boom and provide swift means of resolving e-commerce disputes, there is an urgent need to seek more effective ways to resolve disputes that align with the mechanisms that led to disagreements among contractors, while simultaneously maintaining the requirements of e-commerce based on speed and trust among its parties. As a result of these efforts, electronic arbitration emerged. The idea of establishing a specialized center for resolving disputes via the internet began in 1996 when the Cyber Settle Arbitration Center created a website for these purposes. Electronic arbitration is an exceptional pathway; neither party to the dispute may insist on it unless there is a clear agreement between them in the form of a clause in the contract or in a subsequent agreement—an arbitration agreement—to resort to traditional or electronic arbitration instead of ordinary litigation.

In light of the recent strong entry of electronic arbitration into dispute resolution, many websites have been established to assist in resolving disputes through electronic arbitration, among which is the World Intellectual Property Organization (WIPO) Center. E-commerce sites have also turned to contract with it to resolve disputes that may arise between them and their clients.

Resorting to electronic arbitration in the field of resolving disputes arising from international transactions and trade is even more justified, considering that trade generally relies on speed in conclusion and execution, and even requires an increase in the pace of this acceleration, unlike the procedures of ordinary courts or traditional arbitration.

Problem of the Study

Based on the above, the core issue of the study is:

To what extent does international arbitration contribute to resolving international disputes?

From this issue, a series of secondary questions arise:

- What is the concept of international arbitration?

- What is the nature of international electronic arbitration?

Reasons for Choosing the Topic

The motivations for choosing the topic of electronic arbitration are both subjective and objective. They stem from a personal desire to study electronic arbitration in depth to gain a comprehensive understanding of it, and to attempt to introduce new insights and changes to the course of this study compared to previous studies that addressed arbitration in general.

Additionally, our interest in the topic of arbitration is due to its significance as an important subject of study, given its importance on the international level as one of the alternative and peaceful methods for resolving disputes to ensure international security and peace. Another reason for selecting this topic is to clarify the procedural system of electronic arbitration and how to follow its procedures to reach a final resolution of disputes to the satisfaction of the parties involved.

Moreover, we aim to assess the effectiveness and capability of electronic arbitration in resolving international disputes, which were previously between individuals and tribes, and to delve deeper into the topic of electronic arbitration as a peaceful means of resolving international disputes, especially since it has been inadequately addressed in most previous studies and scientific research as an independent subject.

Difficulties of the Study

Although the topic of international arbitration is not new to scientific research and has been addressed in several studies, this has not prevented several difficulties from arising in this study. These challenges are primarily related to the inability to grasp the topic in greater detail for several reasons, the most significant of which is the inability to obtain a sufficient amount of information, particularly from university libraries, to benefit more from references and scientific encyclopedias. The topic's susceptibility to development due to the technological revolution we are witnessing and its rapid advancements has also posed challenges; however, this has not deterred us from attempting to cover the topic adequately.

Research Methodology

To answer the main issue and the secondary questions, we will adopt a descriptive and analytical approach, combining description and analysis to understand the concept and nature of electronic arbitration and the nature of international disputes that are subject to arbitration. Additionally, we will utilize a historical method to clarify the origins and provide an overview of the historical development of international arbitration.

Study Division

To clarify matters related to electronic arbitration and its role in resolving international disputes, this topic will be addressed in three main sections, followed by a conclusion that includes the most important findings and recommendations, along with a bibliography for this study. The structure is as follows:

Section One: The Nature of Electronic Arbitration

Section Two: Electronic Arbitration Agreements

Section Three: Advantages and Obstacles of Electronic Arbitration

The Nature of Electronic Arbitration

In this section, we will discuss the concept of electronic arbitration by presenting its definition. Therefore, this section will be divided into two subsections: the first will define electronic arbitration, while the second will focus on the scope of its application.

The Concept of Electronic Arbitration

The definitions of arbitration vary widely. It is noted that legal scholars have differing opinions on the definition of arbitration, depending on the perspective they adopt regarding its legal concept. Some scholars view it as a means to resolve disputes arising between subjects of international law through judges chosen based on legal rules that must be respected and applied. Conversely, another group of scholars defines arbitration as the examination of a dispute by a person or body to which the disputant's resort, with their commitment to implement the decision issued in the dispute. Some define international arbitration by stating that its fundamental idea is to reach a final resolution of international disputes through a binding decision issued by judges chosen by the disputing parties according to the law.

Others define it as examining a dispute by a person or body to which the disputants resort, with their obligation to implement the decision issued in the dispute. Additionally, some define it as "a special procedural pathway to resolve a specific dispute by a third party instead of through the judicial route."

Another perspective defines it as "a mandatory path for those who initiate it, beginning with an agreement. In this context, it is not necessary to conclude an arbitration contract; instead, the agreement can take the form of an arbitration clause included in any contract. The first form is referred to as an arbitration contract or arbitration agreement, while the second form is called an arbitration clause, and there is no difference between the two forms in terms of commitment."

The essence of electronic arbitration lies in utilizing the internet to resolve disputes arising from legal actions concluded through it, in a manner that aligns with the nature and specifics of those actions. Judicial applications include the registration of the famous trademark TOYOTA as the electronic address www.toyota.com by a person who does not have the right to this trademark, a case that was reviewed by the WIPO Arbitration and Mediation Center. Similarly, the registration of the well-known trademark ADIDAS at the electronic address www.pepsicola.com and the WIPO Arbitration and Mediation Center's decision to cancel the electronic address www.sheel.com for infringing on the famous trademark Sheel, where a typographical error by the user may direct them to the new site that could benefit from the fame of this mark in attracting visitors, indicating bad faith in registration.

Thus, electronic arbitration can be defined as (the arbitration whose procedures are conducted via the internet, according to specific rules without the need for the disputing parties and the arbitrators to meet in a specific location). From this definition, we find that electronic arbitration comprises three elements as follows:

1. It is a Special Judicial System: Arbitration is considered a special judicial system because the arbitrators, who are the individuals tasked with resolving the dispute, do not issue their rulings in the name of the state. They are independent, and there is no functional relationship between them and the state. While a judge derives their authority to resolve disputes from the state's delegation of the judicial function, an arbitrator derives it solely from the agreement of the parties.

2. It is Conducted Electronically: The electronic aspect appears in the fact that the parties use electronic means when entering into the arbitration agreement or during the course of the proceedings, relying on computers and modern communication methods, such as email. This allows the disputing parties and arbitrators to communicate directly without physically being in the same place, with the possibility of asynchronous communication, enabling one party to send an electronic message to another and retrieve that message later, allowing for ongoing communication without a requirement for simultaneous meetings, facilitating storage, retrieval, and reuse of stored information.

3. It is Based on the Will of the Parties: The right to resort to arbitration is established by the arbitration agreement, and only the parties themselves decide whether to resort to arbitration, regardless of whether the agreement to arbitrate was made before or after the dispute occurred.

The Legal Nature of Electronic Arbitration

Understanding the legal nature of international arbitration significantly aids in determining the legal description of an arbitration award when it is intended to be enforced. For example, this includes establishing the procedures for annulment that may affect arbitration proceedings and the arbitrator's award. Additionally, defining the legal nature of arbitration helps in determining the applicable law in specific matters related to arbitration procedures. The importance of this definition is particularly evident in the diversity of perspectives that have emerged in this regard, as differing opinions on the legal nature of arbitration have led to variations in forms and classifications of arbitration, which have reflected on the judiciary's stance in various countries, even within a single country.

Scholars have disagreed on its nature, with some attributing a judicial nature to arbitration, based on the similarity of the arbitrator's role to that of a judge. Others have adopted a contractual nature, asserting that arbitration is an agreement between the parties. Additionally, various theories have emerged suggesting that arbitration has a mixed and independent nature.

First: The Contractual Nature of International Arbitration: This theory is one of the earliest to have historically emerged to define the legal nature of arbitration. It embodies a traditional view that arbitration fundamentally relies on the will of the parties, whereby they relinquish certain individual and procedural guarantees provided by the judicial system. Thus, the foundation of arbitration is the parties' will, not legislation, extending beyond merely choosing the arbitrator to include determining the place of arbitration and the applicable law. Moreover, the arbitrator is not a judge but rather an individual, and the rules of litigation do not apply to them. According to this view, the decisions of arbitrators derive their authority from the will of the disputants, and these decisions, which represent the scientific outcome of arbitration, are enforceable only after a court order for their enforcement is issued. This theory has faced criticism for its extreme emphasis on the contractual nature of arbitration disputes and for its inability to guarantee litigation safeguards.

Second: The Judicial Nature of International Arbitration: Another group of scholars has characterized arbitration as judicial for two reasons:

1. The agreement of the disputing parties to resort to arbitration means only that they relinquish the right to resort to the official judiciary of the state, preferring an alternative form of justice, which is arbitration, regarded as a private judiciary.

2. An arbitration award possesses all the characteristics of judicial work according to specific criteria, except for one characteristic: it is issued by a private body rather than a public one, in addition to the res judicata effect of the arbitration award.

Third: The Mixed Nature of International Arbitration: Proponents of this perspective argue that arbitration is a legal process with a mixed nature, characterized by a contractual aspect arising from the agreement of the disputing parties to resolve their dispute through arbitration, while simultaneously having a judicial nature because the decisions issued by arbitrators are akin to judicial acts. Some supporters of this view, while acknowledging the mixed nature of arbitration, argue that the judicial aspect predominates over the contractual aspect of the agreement between the parties to resort to arbitration, suggesting that arbitration generally has a judicial character. This perspective has been criticized as an attempt to evade confronting the reality by obscuring it, as stating that the nature is mixed lacks meaning; this nature should be clearly defined rather than merely labeled as mixed.

Fourth: The Independent Special Nature of International Arbitration: Advocates of this view assert that arbitration operates independently in its framework for resolving disputes. Arbitration emerged in primitive societies before the establishment of courts and continues to exist after the advent of judicial systems. It is a system prevalent in all countries, and various arbitration centers and bodies have emerged, making it a distinct means of dispute resolution parallel to the judiciary. According to proponents of this theory, arbitration is a legal tool for resolving disputes that differs from both contracts and judicial proceedings. It aims to achieve justice through means different from those employed by the judiciary. These proponents reject the contractual theory of arbitration, emphasizing that the contract is not the essence of arbitration, as well as the judicial theory, arguing that the judiciary is a power of the state. In their view, arbitration serves a unique social and economic function. Thus, arbitration is

not merely a voluntary act like conciliation, nor purely a judicial act like general courts that impose legal judgments on disputes. Instead, it is considered an independent subjective act, originating from specific considerations that must be considered, such as speed and efficiency in resolving disputes, as well as the need to maintain confidentiality.

The Prevalent Opinion: Significant efforts have been made by scholars to define the nature of arbitration and clarify its concept in the minds of stakeholders. Arbitration is a form of justice as long as its role is to resolve disputes; however, it is private justice due to its lack of the permanence and universality characteristic of state judicial bodies, which are authorized to resolve all disputes, whereas the role of the arbitration panel is limited to settling a specific dispute designated by the arbitration agreement within a certain timeframe. The existence and role.

Electronic Arbitration Agreement

The arbitration agreement is the essential link in the electronic arbitration process, as it is not possible to remove the dispute arising between the parties concerning a contract from the jurisdiction of the competent court without resorting to it and subjecting it to arbitration. This is particularly significant given that electronic arbitration is a special contractual system based on the will of those who wish to engage in it.

In this chapter, we will address the electronic arbitration agreement through the following sections:

Nature of the Arbitration Agreement

Definition of the Arbitration Agreement

The arbitration agreement is defined as "the agreement by which the parties commit to resolving disputes arising between them or likely to arise through arbitration." Although the arbitration agreement is contractual in nature and independent from the arbitration dispute, this does not negate the connection between the two; the arbitration dispute only moves forward if the conflict is submitted to arbitration under the arbitration agreement. This establishes that the arbitration agreement is linked to another legal relationship that precedes or coincides with its existence. The purpose of the arbitration agreement is to determine the mechanism for resolving the dispute that arises within the framework of this legal relationship.

The nature of the electronic arbitration agreement does not differ from that of traditional arbitration agreements. Since the arbitration agreement is contractual in nature, it can be concluded in all traditional ways, whether through paper documents or electronic means. Therefore, the term "electronic contract" applies to the arbitration agreement if it is concluded electronically. This highlights that the content of the arbitration agreement does not vary from one arbitration to another, but the difference lies in the mechanism or method of its execution from the beginning of the agreement until the issuance and enforcement of the electronic arbitration award.

Conditions of Electronic Arbitration

Formal Conditions of Electronic Arbitration

Most legislations that regulate arbitration rules generally require a formal aspect in the arbitration agreement, which includes the requirement that the arbitration agreement be in writing. However, these legislations do not unanimously agree on the role that formality plays in the arbitration agreement. Some consider writing to be a condition for the validity of the arbitration agreement, like the Egyptian Arbitration Law, while others view writing as necessary for proving this agreement. Thus, writing is the only formal condition that must be present in traditional (conventional) arbitration. As for electronic arbitration, due to the absence of specific legal texts regarding it, it is subject to the general rules applicable to arbitration, meaning that the form required by law in the arbitration agreement must be

fulfilled. If the required form is writing, it is essential first to define what writing is, and then to examine its availability in the electronic arbitration agreement.

Writing can be defined as original letters accompanied by a handwritten or material signature on paper documents, or as symbols that express a statement or idea. The law does not require that writing be on paper; it may be on cardboard, wood, or fabric, and can take the form of engravings or ancient languages or special symbols, provided that both parties retain the key to these symbols. Writing may be handwritten, typed, or generated by a computer, or may take the form of a pre-prepared standard form—all of these means produce writing that is legally recognized. For writing to fulfill its legal function, it must be readable, indicating the content of the legal act or the data recorded in the document. Additionally, this evidence must be continuous, meaning that the writing must be recorded on supports that ensure the permanence of this writing so that the parties or the relevant parties can refer back to it. Finally, the evidence must remain stable, whether by addition or deletion, to gain trust and security.

This indicates that arbitration agreements can be concluded through means other than traditional paper documents, like electronic communications. Modern communication methods have been used to exchange data and conclude contracts, such as phone calls, faxes, and telex, which have raised many questions about whether the transmitted data meet the writing requirement for concluding or proving certain contracts, as is the case with electronic arbitration agreements. Therefore, the UNCITRAL Model Law on International Commercial Arbitration of 1985 stipulates that the writing requirement is met in any document signed by both parties or through the exchange of messages, telexes, telegrams, or other wired or wireless communication means, provided that there is a recording of the agreement, such as on CD-ROMs or magnetic tapes. A careful examination of the legal texts in these legislations and international agreements reveals the possibility of fulfilling the writing requirement through electronic data exchange or email. Compared to paper documents, some believe that electronic documents serve a similar role to paper documents. In terms of proving the agreed-upon conditions, the electronic agreement does not solely rely on the written text but also establishes the date and source of the electronic message. Regarding legal effectiveness, an electronic document can be invoked as long as certain conditions are met, and the source of its creation can be identified, thus determining its origin through public or private key encryption or by certification authorities that issue electronic certificates. Concerning protection against forgery, electronic documents may be more

Procedures for Electronic Arbitration

The procedures for electronic arbitration differ from those of traditional arbitration because electronic arbitration is conducted entirely through electronic means from its inception until the issuance of the judicial ruling. Data, documents, and other records related to the dispute are stored online.

Electronic arbitration procedures begin when a disagreement arises between the parties to the arbitration agreement. One or both parties submit a request for arbitration to the electronic arbitration center by sending an email or by filling out a pre-prepared form available on the center's website.

Regarding the fees for online arbitration, there are costs that the disputing parties must adhere to. These include registration fees, which are paid in U.S. dollars as stipulated by various remote arbitration centers, and are calculated based on the value of the disputed right. If the value of the disputed right is unspecified at the time of filing the dispute, a fee of one thousand dollars must be paid along with the arbitration request, and the same fee applies if the subject of the dispute is non-financial.

Another type of fee is the administrative fee, which the arbitration applicant must pay, and the respondent must also pay if they submit a counterclaim or request an increase in the amount of the dispute brought before the arbitration panel. Administrative fees are due within thirty days of sending the arbitration request for the claimant and from the date of sending the counterclaim or request for increase for the respondent. These fees are charged according to the fee schedule applicable at the start of the arbitration.

The electronic arbitration fees are as follows:

1. Registration fees paid in U.S. dollars, calculated based on the value of the dispute.

2. Administrative fees to be paid within 30 days of sending the arbitration request.

3. Fees for the arbitrators, which most arbitration centers require to be included in the arbitration requests along with the following details:

   1. Names of the parties, their business nature, and their email addresses.
   2. Specification of the nature and circumstances of the dispute.
   3. Purpose of the request and the nature of the sought resolution.
   4. A list of evidentiary documents and records.
   5. Inclusion of the case number related to any previous case connected to the dispute.
   6. Text of the arbitration clause or arbitration agreement and any other useful information.

After receiving the request for arbitration, the arbitration center invites the parties to set a date for the first session and opens a dedicated file for the dispute on its website, accessible only through a secret key sent to the parties and the members of the arbitration panel. The electronic arbitration center then notifies the opposing party of the request for arbitration at the email address provided by the initiating party. Upon receiving the notification, the respondent must inform the arbitration center of their response to the arbitration request, including the following:

1. Their name, occupation, and mailing and email addresses.

2. Observations regarding the nature and circumstances of the dispute.

3. Their position concerning the purpose of the arbitration request and the sought resolution.

4. A list of evidence supporting their response and any other useful information.

5. Any counterclaims they wish to raise simultaneously with their defense.

It is important to note that all documents and information submitted by both parties must be stored on the website. Regarding the defense of both parties, the electronic arbitration panel allows for the exchange of rebuttal memoranda, pleadings, and documents related to the arbitration via the internet by entering data through a person or entity accredited by the electronic arbitration center, using an encryption system to enhance electronic security for document transmission online.

Once the arbitration panel ensures that the parties can present their defenses and before closing the debate, it may invite the parties to submit their final memoranda within a specified period determined by the arbitration panel. After the parties have submitted their final memoranda, the panel decides to close the debate. Subsequently, the panel issues a ruling on the dispute within the time frame specified in the arbitration center's system. The ruling must include the reasons for its issuance, the date of issuance, the names of the arbitrators, their signatures, and any dissenting opinions if not unanimous. The ruling is communicated to the parties via encrypted email or by any other means preferred by either party. The arbitration center's ruling is final and cannot be appealed, and it is often executed voluntarily and automatically, as the parties commit to implementing it without delay.

The arbitration panel may hear the statements of the disputing parties and witness testimonies through what is called online conferencing and dialogue rooms. In this case, a remote conference is held among all disputing parties to discuss aspects related to the arbitration subject. These means serve the same role as traditional court sessions, as they transmit audio and video in real-time, allowing the relevant parties to view the conference in a manner that ensures the rights of claim and defense, as well as the right to confrontation.

Advantages and Disadvantages of Electronic Arbitration

Electronic arbitration is characterized by several advantages that distinguish it from traditional courts or arbitration. However, it also has a number of disadvantages, which we will discuss in the following sections.

Advantages of Electronic Commercial Arbitration

1. Speed in Resolving Disputes: Electronic arbitration is known for its rapid resolution of disputes, aligning well with the nature of e-commerce. Traditional litigation often involves lengthy procedures with numerous formalities and deadlines that parties must adhere to. The speed of electronic arbitration is due to the fact that parties do not need to be physically present before the arbitrators; they can be heard via electronic communication channels, and evidence and documents can be exchanged simultaneously via email or other electronic means. The efficiency of the arbitration process is further enhanced by the regulations of the organizing centers, which set time limits for resolving disputes. For instance, the dispute resolution regulations from ICANN require arbitrators to issue a ruling within 60 days of the arbitration request.

2. Ease of Obtaining Rulings: The ability to submit documents via email or through a specially designed interface by the arbitrator or arbitration center simplifies the process of obtaining signed rulings from arbitrators.

3. Remote Hearing: The arbitration panel can conduct sessions over the internet without a physical meeting of the panel and the parties. This eliminates the need for travel expenses, allowing parties to attend hearings from anywhere in the world via a computer connected to the designated website. This facilitates quick and easy issuance of rulings, as documents can be submitted via email, and direct communication with arbitration experts is possible.

4. Avoidance of Conflict of Laws and Jurisdictional Issues: The existence of international agreements regarding the recognition and enforcement of arbitration awards, such as the 1958 New York Convention, helps parties wishing to resort to arbitration avoid issues of conflicting laws and jurisdiction. Contracts formed via the internet, especially in e-commerce, are generally international and do not specify a particular geography, thus mitigating jurisdictional disputes.

5. Increased Security for Document Exchange: Electronic arbitration allows for the exchange of documents, information, and requests without public exposure, as the arbitration process occurs in an electronic environment. This includes reliance on technologies that involve electrical, electromagnetic, digital, wireless, or optical means, ensuring that parties can enter into arbitration agreements and conduct their cases without the need for physical presence.

6. International Recognition of Arbitrators' Awards: The awards issued by arbitrators are internationally recognized, supported by international agreements like the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

7. Flexibility in Arbitrator Qualifications: Unlike traditional courts, electronic arbitration does not require the arbitrator to be a legal professional. Arbitrators can be engineers, doctors, merchants, or accountants as long as they possess the relevant expertise pertaining to the dispute.

8. Convenience: Unlike traditional courts or arbitration bodies, electronic arbitration is available 24/7. This allows parties to send emails or make calls at any time without the need to travel long distances, enabling them to engage in electronic arbitration from anywhere using a computer.

Disadvantages of Electronic Arbitration

Despite the advantages, electronic arbitration faces several challenges, including:

1. Lack of Adherence to Mandatory Rules: Parties, especially the weaker party in a contract, may fear that arbitration, particularly electronic arbitration, will not apply mandatory rules and protections stipulated by national law, especially consumer protection laws. This could result in the invalidation of

the arbitration award and complications in its enforcement, particularly if the applicable law is not the national consumer law.

2. Lack of Confidentiality: A drawback of electronic arbitration is the potential threat to the confidentiality of the arbitration process from internet hackers, which can jeopardize the entire arbitration process. Maintaining confidentiality is a primary reason for choosing arbitration over litigation, especially for businesses seeking to protect confidential information and trade secrets.

3. Slow Legislative Development: The slow development of domestic laws concerning electronic litigation procedures does not keep pace with advancements in technology and e-commerce. For example, formal requirements for written contracts need updating to accommodate electronic formats.

4. Obstacles in the Arbitration Process: Challenges exist in notifying parties about arbitration via email and determining the location and timing of electronic arbitration awards, given the multiple locations of the parties and the arbitration panel.

Conclusion

In conclusion, this research on electronic arbitration has led to several findings and recommendations:

1. Electronic arbitration does not fundamentally differ from traditional arbitration, aside from the utilization of information and communication technology throughout the arbitration process.

2. Electronic arbitration is still evolving and requires new legal and technical regulations, as well as international agreements to recognize its validity.

3. It plays a crucial role in resolving international trade disputes, particularly in e-commerce.

4. The COVID-19 pandemic has highlighted the importance of remote litigation, with many countries resorting to it to address disruptions to citizens' rights and interests.

5. Electronic arbitration offers greater speed

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