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1 The Importance of Qualitative Addition to the New Arbitration
2 Rules in the Settlement of International Disputes Study of the
3 Experience of the Kingdom of Bahrain International

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6

7 **Abstract**

8 The UNCITRAL Arbitration Rules have added a comprehensive set of procedural rules on
9 which parties can agree to apply arbitration procedures that may arise out of their commercial
10 relationship and which are widely used in ad hoc arbitrations as well as in arbitrations
11 administered by institutions. The rules cover all aspects of the arbitration process, as they
12 include a model arbitration clause, set out rules of procedure for the appointment of
13 arbitrators and the conduct of the arbitration proceedings, and establish rules regarding the
14 form, effect and interpretation of the arbitral award. Currently, there are three different
15 versions of the arbitration rules: (i) the 1976 version; (ii) the 2010 revised version; and (iii)
16 the 2013 version, which was a qualitative addition to the Rules of International Arbitration
17 Dispute Resolution where Bahrain benefited from this addition in the development of the rules
18 previously in force.

19

20 **Index terms**— arbitration rules - modern - dispute settlement - kingdom of bahrain.

21 **1 I.**

22 Presentation he UNCITRAL transparency rules include treatybased arbitration between investors and countries.
23 The UNCITRAL Arbitration Rules were first adopted in 1976. They have been used to resolve a wide range
24 of disputes, including disputes between private sector commercial parties where arbitration institutions do not
25 interfere, disputes between investors and States, disputes between one country and another, and commercial
26 disputes handled by arbitration institutions.

27 In 2006, the Commission decided to revise the UNCITRAL Arbitration Rules to reflect changes in arbitration
28 practice over the past 30 years. The purpose of the revision was to improve the efficiency of arbitration under
29 the UNCITRAL Arbitration Rules without changing the original structure, spirit and wording of the text of the
30 Rules.

31 The UNCITRAL Arbitration Rules (as revised in 2010) entered into force on 15 August 2010. They include
32 provisions dealing, inter alia, with multilateral arbitration and annexation, liability and objection procedures for
33 experts appointed by the arbitral tribunal.

34 The revised rules contain a number of innovative features aimed at improving procedural efficiency, including
35 revised procedures for the replacement of an arbitrator, the requirement of reasonable costs and an audit
36 mechanism regarding arbitration costs. It also includes more detailed provisions on interim measures.

37 Following the adoption of the UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration
38 ("the Transparency Rules") in 2013. A new paragraph 4 has been added to article 1 of the Arbitration Rules (as
39 revised in 2010) to allow the use of transparency rules in arbitration that commences with or after an investment
40 treaty concluded on 1 April 2014. The new paragraph makes it clear that the transparency rules apply to
41 investor-state arbitration that is commenced under the UNCITRAL Arbitration Rules. In all other respects, the
42 2013 UNCITRAL Arbitration Rules are the same as the revised version, published in 2010, without change.

43 **2 II.**

44 **3 Research Problem**

45 International law has adopted modern rules to which reference can be made to resolve international and other
46 disputes. Disputes that have certain methods are mentioned when settling them, and international perspectives
47 differed in the solution of border disputes in our time due to the development of international relations that were
48 positively reflected in the search for legal rules for their solution. It can be said that these legal rules have become
49 binding in that they oblige the international community to follow them in order to resolve any conflict that may
50 arise between different countries. The conflicts of the past, especially in former empires, were used to resolve
51 them by traditional methods, but after recent world developments, the new rules of international arbitration have
52 become clearer in terms of mandatory controls on both parties to the dispute.

53 2. The scope of the parties' response to the arbitration dispute to the parties in the modern international
54 rules of the Bahraini claim.

55 **4 b) The importance of the subject**

56 This research highlights one of the most important topics in international commercial arbitration under modern
57 international dispute resolution rules.

58 **5 The reasons for the choice of this topic:**

59 There are several reasons for our choice of this topic, the most important of which is that -The lack -but scarcity
60 -of specialized literature dealing in detail with articles related to this subject. -The lack of adequate legal
61 organization for this subject in the modern law and regulations in Bahrain.
62 -The absence of arbitral awards rendered in this case.

63 **6 c) Research method**

64 In this research, I relied on the comparative analytical method.

65 i. Research plan First Requirement: International models for new arbitration and dispute settlement rules.
66 Second Requirement: A comparative study of the foundations of the main arbitration institutions and
67 organizations. American AIA Arbitration Chamber.

68 Third Requirement: Modern rules for international arbitration in Bahrain.

69 The First Requirement: International models for new arbitration and dispute settlement rules. Some
70 international institutions and bodies have established rules of conduct for international trade in general and
71 electronic commerce in particular. Some of the most important of these institutions and bodies are listed below:

72 **7 ICC**

73 It was developed under the auspices of the International Chamber of Commerce ("Rules for the Unified Conduct
74 of Electronic Exchange of Commercial Data by Remote Transmission") in 1987 in association with a number of
75 international organizations. The International Chamber of Commerce has also set up an e-commerce project that
76 includes three working groups specializing in the issues of electronic business practices, information security and
77 electronic terminology. The ICC's motive was to develop a selfregulatory framework for e-commerce and make
78 it usable in the trading community.

79 One of the works presented by the authority concerned is the revision of the guidelines on online advertising
80 and purchasing, as these guidelines apply to all advertising and marketing activities on the World Wide Web to
81 promote any type of products or services. These guidelines also include a set of standards of ethical conduct that
82 must be followed by advertisers and merchants to increase public credit in purchases to ensure the freedom of
83 advertisers to express and reduce the issuer of government regulation and the relevance of reasonable expectations
84 of consumers. As well as what the guide provided by the International Chamber of Commerce went Linked to
85 electronic terms (E-terms) which came into force in 2003 as they are used by parties when starting their electronic
86 transactions. This guide includes all the necessary means to organize contracts on the World Wide Web and
87 to engage in electronic transactions with the lowest legal risks. This guide has been further developed and
88 complemented by guides, including the guide to media activities on the Internet.

89 **8 United Nations Centre for Trade Facilitation and**

90 Electronic Business (UN/CEFACT) In March 2001, the Centre adopted a recommendation entitled (Standard
91 Rules of Conduct for Electronic Commerce) which is considered a means of facilitating electronic commerce
92 agreements to support the previous recommendation of the electronic agreement. These codes of conduct are
93 self-regulatory instruments that can work in parallel with other measures to facilitate electronic commerce. This
94 recommendation calls on countries to encourage and develop self-regulatory instruments for electronic commerce.
95 The recommendation is attached to an example of such rules, which are the standard rules of conduct for e-
96 commerce established by the ecommerce program in the Netherlands.

97 9 International Institute for the Unification of Private

98 Law UNIDROIT This Institute has developed a number of principles for international commercial contracts since
99 1994.

100 10 Habits, customs and practices of electronic commerce

101 Initially, a distinction is to be made between custom and commercial custom by defining each of them, where
102 e-commerce custom is defined as the behavior of most electronic commerce resellers, traders or consumers, to be
103 expected on a specific commercial issue of electronic commerce problems.

104 As for electronic commercial custom, it includes the definition of electronic commercial custom with its
105 compulsory element, because whenever dealers believe that electronic commerce deals with the obligation of
106 a certain behavior, its introduction becomes binding and its surrender entails a specific sanction, since electronic
107 commerce workers have automatically contributed to the establishment of objective rules of electronic law.
108 Perhaps one of the most important of these rules is the habits established by professional circles in terms of
109 customs, usages and practices in the digital world of information and communications, which are characterized
110 by a sectarian and cooperative character specific to each type of transaction that takes place in this world; except
111 Hypothetically, as in the customs and traditions in force in the field of advertising and promotion of goods and
112 services. As well as in the field of privacy protection, and in relation to the protection of the electronic consumer,
113 in addition to customs and traditions relating to the preservation of intellectual property rights. () As for the
114 application of customs and customs of electronic commerce, many customs have been codified, and others are in
115 the process of being legalized, by including them in the standard contracts or in the general conditions mentioned
116 in the contracts required to start electronic commerce , or those that have been legalized by international bodies
117 or institutions in the form of rules of conduct, which have made these habits an intermediate rank between the
118 rule of the convention and the legal rule ().

119 The Second Requirement: A comparative study of the rules of the main arbitration institutions and
120 organizations.

121 11 American AIA Arbitration Chamber Selection of referees

122 A. Where the arbitration agreement includes the appointment of the parties to an arbitrator or the method
123 of selecting the arbitrators, this choice shall be followed, but if the arbitration agreement does not specify the
124 number of arbitrators. The dispute shall be referred to an arbitrator to settle it, unless the American Arbitration
125 Association considers that the matter requires the appointment of a certain number of arbitrators. B. If the
126 parties do not appoint an arbitrator or do not provide for any method of appointment, the arbitrator shall
127 appoint from the American Arbitration Association's list of arbitrators at the same time for each party to the
128 dispute a duplicate of the names of the persons selected from the list.

129 The American Arbitration Association shall invite persons who have been approved on both lists in order of
130 preference to accept the task of arbitrator or arbitrators to adjudicate the dispute.

131 In the event that the parties select the arbitrators with their knowledge, or if the arbitrators have appointed
132 and authorized the parties to appoint a neutral arbitrator within a specified period of time and no appointment
133 has been made, the American Arbitration Association may appoint a neutral arbitrator to head the arbitration
134 panel.

135 If the parties are nationals or residents of different countries, the neutral arbitrator shall be appointed at the
136 request of one of the parties from among citizens of the State of the parties or of the State of the parties.

137 The request must be submitted before the time fixed for the appointment of the arbitrator in the agreement
138 of the parties or in accordance with these Rules (Rule 16).

139 12 Evidentiary and pleading procedures

140 The same U.S. system that may follow procedures and that arbitrators may change (rule 28).

141 13 The questioning of the witnesses is certain

142 14 Applicable law

143 There is no provision on applicable law (a text may be added to the agreement): The arbitrators are separated
144 according to the terms of the contract, taking into account the application of business practices).

145 15 Arbitral Award

146 Arbitral awards shall be rendered by the majority of the arbitrators by a short decision without reasons.

147 **16 Administrative services The American Arbitration Associa-**
148 **168 tion provides full administrative services Arbitration Clause**
149 **170 Forms at the American Chamber of Arbitration**

150 If the parties agree to arbitration under the UNCITRAL Arbitration Rules and the American Arbitration
151 Association is the appointing authority and provides its administrative services, they may add this condition:
152 Any dispute, controversy or claim arising out of or in connection with this contract or relating to a breach,
153 termination or invalidity thereof shall be settled in accordance with the UNCITRAL Arbitration Rules in force
154 on the date of the contract and the appointing authority shall be the American Arbitration Association.

155 **17 Note:**

156 The Parties may wish to add:

157 A. The arbitrators are (one or three). B. The place of arbitration shall be (city or country).

158 The arbitration shall be administered by the American Arbitration Association in accordance with its rules,
159 procedural procedures in accordance with the UNCITRAL Arbitration Rules.

160 Arbitration clause in accordance with the UNCITRAL Rules for Joint Ventures:

161 Any disagreement or claim arising out of or relating to this Agreement or the breach of its provisions shall be
162 settled by arbitration to be held in accordance with the Arbitration Rules of the United Nations Committee on
163 International Trade Arbitration in force at the time of the conclusion of this Agreement.

164 All arbitration proceedings, including identifiers and notes, shall be conducted in (language). The arbitrator
165 shall accept evidence directly from witnesses and documents submitted by the parties.

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167 **19 Arbitral Award**

168 The tribunal shall decide all matters by a majority of all its members.

169 -The decision of the tribunal shall be in writing and signed by the members of the tribunal who voted for it.

170 The arbitration decision shall be detailed in all cases submitted to the tribunal and shall state the reasons on
171 which it is based.

172 **20 Administrative Services**

173 Full administrative services.

174 The Third Requirement: Modern rules of international arbitration in Bahrain The current Arbitration Rules
175 of the Bahrain Chamber for the Settlement of Disputes were adopted in 2010, which adopted the existing
176 Arbitration Rules of the International Centre for Dispute Resolution (ICDR). Since the Bahrain Chamber for
177 Dispute Resolution adopted its current arbitration rules, a number of arbitration centers have been launched,
178 including the International Chamber of Commerce (ICC) in 2012, the London Court of International Arbitration
179 (LCIA) in 2014 and the International Centre for Dispute Resolution (ICDR) in 2014, with new arbitration rules.

180 New UNCITRAL Rules for Free Arbitration were adopted in 2010.

181 In order to bring the Arbitration Rules of the Bahrain Chamber for Dispute Resolution adopted in 2010 in
182 line with the best practices and rules followed in international arbitration. The Board of Directors of the Bahrain
183 Chamber for Dispute Resolution requested a Tripartite Commission (the Commission) composed of Antonio
184 Barra *, Adrien Winstanley ** and Naseeb Ziyada *** Review and drafting of new arbitration rules (new draft
185 rules) for consideration by the Board of Directors.

186 The committee reviewed the most recent arbitration rules for the most important international and regional
187 arbitration institutions in addition to the UNCITRAL Arbitration Rules for 2010, and the committee submitted
188 the new rules, including what the committee considered to be the best standards in the field of arbitration, to
189 the Board of Trustees. Currently, the Bahrain Chamber for Dispute Resolution is The three-committee members
190 made a separate presentation. Professor Ziada provided a general description of the House and its main activities.
191 He discussed the legal environment in which the Chamber operates, including the framework provided by the
192 Arbitration Law of Bahrain published in 2015, It applies the UNCITRAL Model Law on International Commercial
193 Arbitration to national and international disputes. Professor Ziada recalled that the Bahrain Chamber for the
194 Settlement of Disputes is a regional dispute settlement institution established by Decree-Law No. 30 of 2009
195 and has been operating since 2010. Decree No. 30 of 2009 defines two types of jurisdiction for the chamber:
196 jurisdiction under the law (cases for the first semester) and jurisdiction by agreement of the parties (cases for the
197 second semester).

198 Under Chapter I, the Chamber has jurisdiction to hear disputes that were originally brought before the
199 Bahraini courts whenever the value of the claim exceeds US\$ 1.3 million and one of the parties to the dispute
200 was -at least -a financial institution approved by the Central Bank of Bahrain or was engaged in international
201 trade. The dispute settlement panel is composed of three members of the first term (two members are judges of
202 the highest levels of the Bahraini courts and a third member are appointed from a special list established by the
203 Chamber).

204 Professor Ziada stated that as of December 31, 2015, 152 cases had been registered under the jurisdiction of
205 the first half of the year and that the total amount of the claim was more than \$2.53 billion. Of these cases,
206 29.6% were settled with final decisions or reconciled parties within six months, 44.1% over a period of 6 to 12
207 months and 12.5% over a period of 12 to 18 months, and 9.2% over a period of 18 to 24 months, and 4.6% over
208 a period of more than 24 months. Professor Ziada noted that under Chapter 2 of the Act, the jurisdiction of
209 the Chamber is exercised in disputes referred to it in accordance with the written agreement of the parties in
210 accordance with the rules of the Chamber for Arbitration or Mediation. He then presented an increase in the
211 new draft rules that will apply to Chapter 2 cases, and provided a detailed explanation of two of the provisions
212 that violated the CWSI arbitration rules.

213 The first of these concerns the appointment of arbitrators. Under the CWSI Arbitration Rules, the parties may
214 agree on any procedure for the appointment of the arbitrator with or without the assistance of the arbitration
215 institution. In contrast, the ICC Rules of Arbitration for the International Chamber of Commerce (ICC), the
216 London Court of International Arbitration (LCIA) and the Singapore International Arbitration Centre (SIAC)
217 all require that, although arbitrators may be appointed by the parties, they may not be appointed by the parties.
218

219 However, the appointment of arbitrators is made or confirmed by the institution. The draft new rules adopted
220 the latter measure in Article 7, which provides for the independence and impartiality of the arbitrator's additional
guarantees.

221 Professor Ziada referred to the second case in which the new draft rules deviated from the provisions of the
222 CWSI Arbitration Rules, which is the decision on disclosure of appeals.

223 Under the CRID arbitration rules, panelists are not informed of appeals against them, although the center
224 may inform the arbitrator who is required to respond to the appeal against him or her, and the center may
225 request information about the subject matter of the appeal. Otherwise, Article 9 of the new draft rules provides
226 that the appeal must be communicated "to all parties and to the arbitral tribunal", and that the Chamber may
227 request the rejection of information relating to the appeal from the arbitrator, the parties and any other member
228 of the arbitral tribunal.

229 Professor Ziada stated that the panel was of the view that the impugned arbitrator should have the right to
230 respond automatically to the appeal. In addition, that the opinion of other panel members may be important in
231 some cases because they are well versed and able to give an opinion on the merits of the appeal.

232 In his presentation, Adrian Win Stanley focused on the proposed provisions that deviate from the CWSI
233 arbitration rules. He first addressed Article 3 of the new draft rules, which deals with the issue of the determination
234 of jurisdiction ostensibly, whereby the chamber is granted the power to refuse to register a request for arbitration
235 based on a condition that is exempt from an express text referring to the chamber. The purpose of this decision
236 is to avoid unnecessary delays and costs when appointing a body that manifestly lacks jurisdiction. Whereas the
237 Commission retains its power to decide on its competence in the event of an appeal and challenge of its lack of
238 competence.

239 Mr. Win Stanley also reviewed the two new articles, the second (Request for Arbitration) and the fourth
240 (Answer to the Request for Arbitration), of the draft new rules, which amended the provisions relating to the
241 current requirements for the filing of a case under which the arbitration begins with a record of the "Notice of
242 Commencement of Arbitration and the Settlement of the Case", which the defendant must submit a "Statement
243 of Defense". Otherwise, the draft new rules formulated a concept similar to that pursued by the London Court
244 of International Arbitration (LCIA), the Singapore International Arbitration Centre (SIAC), the Arbitration
245 Institute of the Stockholm Chamber of Commerce (SCC), where the Request for Arbitration and the Answer to
246 a Request for Arbitration do not require a full statement of the parties' position.

247 The parties will always have the opportunity to present their claims and defend them in the proceedings
248 through their subsequent written submissions. This amendment is intended to reduce the inconvenience that
249 the defendant may experience when required to submit a full statement of defense and counterclaim within a
250 specified, usually narrow, time limit after receiving the notice of arbitration, which may have taken months to
251 prepare.

252 Mr. Win Stanley also referred to article 15 of the draft new rules (urgent exclusion of claims), noting that
253 such measures already existed in the special rules of the Singapore International Arbitration Center (SIAC) for
254 the year 2016 and in the draft new arbitration rules for the Arbitration Institute of the Stockholm Chamber of
255 Commerce (SCC). In Mr. Win Stanley's view, it is time to introduce provisions that give the commission the
256 power to expedite urgently to exclude all or part of claims and defenses in the case which are clearly lacking legal
257 evidence or clearly outside the commission's jurisdiction, especially as the escalation of time and costs associated
258 with arbitration proceedings It is the subject of increasing criticism. The text of article 18 of the draft new
259 rules contained provisions relating to the representation of the parties and followed a similar approach to the
260 IBA Guide for 2013. Mr. Win Stanley noted that the LCIA Arbitration Rules for 2014 also include in one of its
261 annexes "general rules of representation legal parties" and with sanctions for violations of those rules are similar
262 to those proposed by the International Bar Association (IBA).

263 Antonio Barra discussed Articles 16 and 17 (seat and language of arbitration), 24 (jurisdiction of arbitration),
264 28 and 33 (arbitration panel fees and costs), 29 (applicable law and compensation), 37 (confidentiality) of the new
265 draft rules that follow the corresponding provisions of the International Centre for Dispute Resolution (ICDR)
266 Arbitration Rules for the year 2014, which included many of its unique features. For example, the new draft

267 rules allow the chamber to continue the proceedings even if non-competence has been postponed prior to the
268 formation of the arbitration panel, as the panel will decide on such payment. Another important feature that has
269 been retained in the new draft rules derives from the CRTI arbitration rules, namely confidentiality. Considering
270 that, in view of the inadmissibility of publication of an entire decision of the Chamber without the consent of
271 the parties, it is permitted to publish a selection of provisions provided that what may indicate the identity of
272 the parties is concealed and in accordance with the protection of the principle of confidentiality.

273 Among the amendments proposed by many well-known arbitration rules, Mr. Barra indicated that the new
274 draft rules would abandon the distinction between "provisions of law" and "law" applicable to the subject- matter
275 of the dispute. As is the case in some arbitration rules, including the rules of the International Centre for Dispute
276 Resolution (ICDR), preferring to work with the term "provisions of law" throughout the new draft rules, in line
277 with the current arbitration rules of the International Chamber of Commerce (ICC) in this regard. With respect
278 to the determination of arbitrators' fees, the draft new rules adopted the most frequently used approach in that
279 regard, which was to establish a timetable for determining arbitrators' fees rather than leaving the assessment of
280 fees to the arbitrators themselves.

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282 Professor Ziada believes that the current state of fee setting has caused avoidable friction in some cases before the
283 Chamber. Andrea Menaker, Partner, White and Case, Washington, DC, and John Townsend, Partner, Hughes
284 Hubbard and Red in Washington, DC, Issam Al-Tamimi is a partner of Raiis 'Al-Tamimi and their joint venture
285 partner in Dubai, commenting on the committee's presentation.

286 Ms. Menaker noted that the new draft rules reflect best practices and are certainly a welcome addition to
287 the region. In particular, he commended the straightforward method of drafting the text and the avoidance of
288 placing references or sources that do not need or should be mentioned, which makes reading and searching the
289 rules easy and particularly straightforward for those who do not deal with them on a continuous basis. She
290 highlighted many provisions of the overall draft, which are aimed at making the procedures work in an efficient
291 and timely manner. Ms. Menaker added that it is not uncommon for arbitration rules to provide guidance for
292 the concession principle. She welcomed the rule that, in the event that the law applicable to the parties or their
293 representatives or documents differs, the commission must apply the same law on the concession principle to all
294 parties, with priority given to choosing the law that offers the highest level of protection. Finally, Ms. Menaker
295 suggested that the Chamber should reconsider the decision on the waiver of the right to appeal, since, so far, the
296 inclusion of the term "reconsideration" could be interpreted very broadly as a waiver by a party of its right to
297 defend itself against the implementation of the arbitral award.

298 Mr. Tonsend noted that the project included the best elements derived from the recently amended rules of
299 the major arbitration institutions, with particular emphasis on the International Centre for Dispute Resolution
300 (ICDR)'s amendment of its arbitration rules in 2014, which provides the Bahrain Chamber for Dispute Resolution
301 Rules Sophisticated and advanced arbitration.

302 It recommended secondary amendments to link the rules to the unique option available under the Bahrain
303 Arbitration Law, which allows the parties to agree to conduct an arbitration in Bahrain, in accordance with the
304 procedural law of a third country, and to give the national courts of that country exclusive jurisdiction to review
305 the arbitral award. Thus allowing the parties to conduct the arbitration in an appropriate location in the Middle
306 East region, according to modern rules, so that the review of the verdict is for the State courts that the parties
307 have agreed. Mr. Al-Tamimi welcomed and highlighted the important role played by the Chamber in training
308 and awareness raising through the organization of international events in the field of arbitration in addition to its
309 regular leading legal review. He added that the Chamber's initiatives have encouraged the inclusion of arbitration
310 clauses in contracts, even by those who have claims with other arbitration institutions in the region.

311 Mr. Al-Tamimi also stated that the new draft rules included the latest developments in arbitration and
312 adequately reflected the legal environment in the region. The draft had reduced some of the challenges facing
313 arbitration proceedings in the region, including the implementation of national and international arbitration
314 decisions.

315 Mr. Al-Tamimi also noted that the U.S. model of the ICDR Arbitration Rules has been modified to be more
316 consistent with the requirements of the region. For example, the rules for compelling the opponent to modify
317 its documents to adapt them to local needs and to balance the customs and traditions of the civil and Anglo-
318 Saxon legal systems have been modified. Finally, Mr. Al-Tamimi stressed the need for rules of procedure to
319 expedite the process of settling smaller and complicated disputes, and supported a mechanism that would allow
320 for the implementation of decisions rendered in emergency arbitration in the region. Mr. Richard Nemark, Senior
321 Vice President of the American Arbitration Society at the International Centre for Dispute Resolution (ICDR/AAA),
322 and member of the Board of Trustees of the Bahrain Chamber for Dispute Resolution, delivered the
323 closing address of the meeting.

324 A few notes from the meeting participants:

325 The speeches of the participants were presented at the meeting, during which Mr. William Slate II stated:
326 « The draft of the new Arbitration Rules of the Bahrain Chamber for the Settlement of Disputes, prepared by
327 an excellent team of experts and specialists, verified by a large number of academics and practitioners in the
328 profession, reflects the great interest that the Bahrain Chamber has in settling disputes in arbitration proceedings.

329 Certainly, the experience and competence of the members of the Arbitration Rules Development Committee,
330 composed of Messrs. Nasseeb Ziada, Antonio Barra and Adrian Win Stanley, are unsurpassed and unmatched
331 by any tripartite commission that may be set up for the same purpose. Where the results of their work, which
332 they have shared with us, form a basis for fundamental arbitration rules that take account of the requirements
333 of the present and anticipate the demands of the future.

334 Lord Goldsmith QC, Head of European and Asian Litigation at Debevoise & Plimpton LLP, said:
335 The emergence of regional centers around the world has benefited greatly from the strengthening of arbitration
336 practices and has helped to promote arbitration as an effective and efficient method of dispute resolution. The
337 launch of the new arbitration rules by the Bahrain Chamber for Dispute Resolution continues this positive trend.
338 Much effort has been devoted to the new draft rules.

339 These rules refer to the modern and comprehensive approach to the practice of arbitration in the region. I
340 wish the Bahrain Chamber for the Settlement of Disputes more success with the launch of the new Arbitration
341 Rules."

342 In turn, Mr. Jad Kessler, a partner at Porter Wright Morris & Arthur LLP in Washington, DC, said:
343 "While the trend is developing in the interest of regional arbitration centers, the Bahrain Chamber of Dispute
344 Resolution is a pioneer in this field, not only because of its leadership. Its distinguished and close cooperation
345 with the American Arbitration Association, in addition to its excellent record in the prompt and transparent
346 settlement of international disputes within the framework of rules and regulations for the observance of national
347 and international law.

348 Mr. Alec Emerson, former head of the Dispute Resolution Group of Clyde & Co Dubai, said: "With the
349 emergence of the Gulf region and its large number of arbitration centers. It is important for the centers wishing
350 to excel in the performance of their work, to ensure that His firm not only focuses on the prompt and efficient
351 management of business, but also extends to the need to constantly review and update the arbitration rules it
352 adopts and applies.

353 Therefore, I welcome the new draft arbitration rules launched by the Bahrain Chamber for the Settlement of
354 Disputes and was pleased to participate in this morning discussion session held on the sidelines of the annual
355 conference of the International Bar Association in Washington, D.C., where the proposed amendments were
356 reviewed by leading arbitration experts." III.

357 **22 Conclusion and Proposals**

358 1. We propose to the Bahraini legislator to prepare an advanced draft law called (the Amended Arbitration Law)
359 which includes the most recent texts contained in the laws of the precursors in the publication of arbitration laws
360 with the need to be guided by the Model Law on International Commercial Arbitration prepared by the United
361 Nations Committee for the year 1985. It was amended in 2006 so that we take the provisions Relevance of our legal
362 system with some modifications and additions that correspond to the reality of Bahrain's economic policy. 2. We
363 suggest to the legislator to organize arbitration within the framework of regional and international institutions,
364 as a procedural guarantee for investors and an encouraging factor for investment in Bahrain. 3. We suggest
365 adhering to international agreements governing arbitration, in particular the 1958 New York Convention on the
366 Recognition and Implementation of Foreign Arbitration Provisions, as well as the 1965 Washington Agreement
367 on the Settlement of Investment Disputes between Countries and Citizens of Other Countries. Other relevant
368 agreements in this regard, as this will encourage foreign investors to invest in Bahrain to make this clear to the
369 foreign investor when considering the legal environment for investment in Bahrain. 4. We propose to merge
370 international legal provisions in a manner proportionate to the privacy of the Gulf States' regional situation in
371 the settlement of disputes and to amend the implementation of foreign judgments that are not appropriate to
372 include. In addition to the implementation of foreign court decisions, the implementation of foreign arbitration
373 provisions and in accordance with the requirements of the law, which will make arbitration as a procedural
374 guarantee for the settlement of investment and other disputes highly effective.

375 [Ga and Lec] , Ga , Lec . 37/10.

376 [Op] , Op . cit. P 122.

377 [Nguyen] , Quoc Nguyen , Doint . cit. P 778.

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