

كلمة المدون الخامس عشر

LEGAL VIEWPOINT ARBITRATION AWARD

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The UNICITRAL rules contain necessary provisions regarding the final award issued by the arbitral tribunal. Arbitrators \ arbitration tribunals, shall be very careful in applying such provisions. For instance, with reference to the award decisions, if there is more than one arbitrator, any award or other decision of the arbitral tribunal shall be made by a majority of the arbitrators. Herein, in case, there is no majority or when the arbitral tribunal so authorizes, the presiding arbitrator may decide alone but subject to revision, if any, by the arbitral tribunal.

In all cases, all awards shall be made in writing, this is, in case of the need for any action in the future. Also, awards shall be final and binding on the parties. The law provides that, the parties shall carry out all awards without delay.

When writing the award, the arbitral tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given (which is very rare to happen). Moreover, regarding the form, the award shall be signed by the arbitrators and it shall contain the date on which the award was made and the place of arbitration. Where there is more than one arbitrator and any of them fails to sign, the award shall state the reason for the absence of the signature and copies of the award signed by the arbitrators shall be communicated to the parties by the arbitral tribunal. (In some cases, by the Arbitration Center).

As per the law, the arbitral tribunal shall decide as amiable “compositeur” or “ex aequo et bono” only if the parties have expressly authorized the arbitral tribunal to do so. However,

in all cases, the arbitral tribunal shall decide in accordance with the terms of the contract, if any, and shall take into account any usage of trade applicable to the transaction.

In all cases, copy of the order for termination of the arbitral proceedings or of the arbitral award on agreed terms, signed by the arbitrators, shall be communicated by to the parties.

After issuing the award, certain issues could emerge. As the need for interpretation of the award. Herein, within 30 days after the receipt of the award, a party, with notice to the other parties, may request that the arbitral tribunal give an interpretation. Due to its importance, such interpretation shall be given within 45 days after receipt of the request. The interpretation shall form part of the award.

In some instances, correction of the award may be requested. The law provides that, within 30 days after the receipt, a party, with notice to others, may request the arbitral tribunal to correct any error in computation, clerical or typographical error, or error or omission of a similar nature. If the arbitral tribunal considers that the request is justified, it shall make the correction within 45 days of the request.

In some instances, additional award may be required within 30 days after the receipt of the termination order or the award, a party with notice to others, may request the arbitral tribunal to make an award or an additional award as to claims presented in the arbitral proceedings but not decided by the arbitral tribunal.