



THE IMPACT OF DISMISSAL OF ARBITRATION CLAUSE UNDER JORDANIAN ARBITRATION LAW AND THE RULES OF THE INTERNATIONAL CHAMBER OF COMMERCE (ICC)

DR. MOHAMMAD ABDEL KHALEK AL ZOUBI

Faculty of Law, Amman Arab University, Jordan
m.alzoubi@aau.edu.jo

Abstract - This research look over the ramifications of incorporating arbitration clauses within the legal frameworks of Jordanian Arbitration Law and the International Chamber of Commerce (ICC) Rules. As arbitration gains prominence as a dispute resolution mechanism, understanding the impact of arbitration clauses becomes pivotal. The study aims to systematically analyze the enforceability of arbitration agreements, procedural nuances, and the finality of arbitral awards within the Jordanian and ICC contexts. By examining practical cases and scrutinizing the outcomes of arbitration proceedings, the research illuminates the practical efficacy and consequences of submitting disputes to arbitration in Jordan under the ICC Rules. The study identifies distinctive features and potential challenges in the interplay between Jordanian Arbitration Law and ICC Rules, contributing both academically and practically. This investigation is vital for legal practitioners, businesses engaged in cross-border transactions, and policymakers seeking insights into the complexities and strengths of arbitration under these frameworks. Ultimately, the research offers a nuanced understanding of the impact of arbitration clauses, bridging theoretical insights with practical implications for the evolving landscape of international dispute resolution.

Keywords: Dismissal, Arbitration Clause, Jordanian Arbitration Law, International Chamber of Commerce (ICC) Rules

INTRODUCTION

Arbitration, as an alternative another resolution mechanism, evolved into a pivotal instrument for resolving conflicts in the dynamic landscape of international commerce. Its prominence was underscored by the strategic inclusion of arbitration clauses in contracts, by provide parties with a flexible and efficient means to address disputes outside the traditional judicial framework.

This study, embarks on an exploration of the intricate ramifications and practical implications of incorporating arbitration clauses within the intersecting domains of Jordanian Arbitration Law and the globally recognized ICC Rules. The integration of arbitration clauses into contractual agreements represents a deliberate choice has made by parties engaging in business transactions. As cross-border dealings become more prevalent, the need to understand the specific impact of arbitration clauses within national legal frameworks and international institutional settings becomes imperative.

In this context, the study seeks to unravel the complexities and consequences associated in submitting disputes to arbitration under the jurisdiction of Jordanian Arbitration Law and the regulatory framework provided by the ICC. The significance of this research is in its potential that inform legal practitioners, businesses, and policymakers about the practical implications of arbitration clauses. By delve into the specifics of Jordanian Arbitration Law and the Rules of ICC , the study aims to contribute a valuable insights to the ongoing discourse on effective dispute resolution mechanisms in the realm of international business.

1. Problem statement

The problem of the study is manifested in the legal and regulatory challenges that may impede the effectiveness of invoking the arbitration clause according to Jordanian Arbitration Law and the International Chamber of Commerce (ICC) Rules. There is a divergence in the understanding and application of this clause among the parties due to variations in local and international interpretations of arbitration-related laws. Complications in the arbitration procedures and challenges in directing disputes towards this mechanism add to the ambiguity, making the processes more difficult, potentially adversely affecting the speed and efficiency of resolving commercial disputes. Additionally,



the impact of the local legal environment can contribute to increased complexities, necessitating a meticulous study to comprehend and address these challenges effectively.

2. Objectives of the study

- To explain the Concept of Arbitration Clauses and their Inclusion at Commercial Agreements: By Clarify the concept of arbitration clauses and how they're integrated into commercial agreements, and exploring the legal and commercial dimensions of contractual provision.
- To study the impact of Arbitration Clauses on the Nature of Disputes and their Resolution in Commercial Agreements.
 - To review and Analyzing Key Provisions of Jordanian Arbitration Law which Related to Arbitration Clauses by analyze the most significant provisions of Jordanian Arbitration Law concerning arbitration clauses. Emphasizing the achievement of a balance between the flexibility of arbitration processes and the protection of parties' rights.
 - To Provide an overview of the history and the importance of the International Chamber of Commerce (ICC) rules and analyzing how arbitration clauses, which is guided by ICC rules, contribute to achieving optimal results in dispute resolution.
 - Highlighting the Integration of Jordanian Arbitration Law and ICC Rules and how Jordanian Arbitration Law and ICC rules integrate to accomplish the goal of effective arbitration. Exploring how these legal frameworks complement each other in enhancing the efficiency of arbitration.
 - To provide Recommendations to Enhance the Effectiveness of Arbitration Clauses by Present recommendations that improving the effectiveness of arbitration clauses, promoting their utilization, and contributing to enhancing their performance.

3. Significance of the Study

The research gains significant importance in the context of international arbitration and the effective resolution of commercial disputes. The study provides a valuable contribution to understanding the concept of the arbitration clause and its impact on arbitration proceedings, thereby deepening knowledge about the nature of this mechanism and ways to enhance it. Additionally, it sheds light on Jordanian Arbitration Law and ICC rules, opening new perspectives for analyzing the practical application of arbitration and its challenges. By offering recommendations to improve the use of the arbitration clause, the research enhances efforts to develop more effective and integrated methods and tools for resolving commercial disputes in alignment with both national and international laws.

4. Study Approach

The study follows a methodological approach to achieve its specific objectives by adopting a systematic research methodology. Firstly, a comprehensive literature review will be conducted related to the concept of the arbitration clause, its impact, and its application within the framework of Jordanian Arbitration Law and the International Chamber of Commerce (ICC) Rules. Subsequently, a detailed analysis of relevant laws and systems, including Jordanian Arbitration Law and ICC rules, will be carried out, with a focus on points that may affect the invocation of the arbitration clause.

Chapter 2 literature Review

1. Introduction about International arbitration

Historical Evolution of International Arbitration: International arbitration has a rich history over centuries, improving from its primitive types into advanced and widely accepted method of dispute resolution on the global stage. The Code (Ur-Nammu) which is one of the early known legal codes that dating back around 2100-2050 BCE in Iraq, there are provisions reflecting using of arbitrators to resolve disputes (Firth, 2019). The medieval merchant courts of Europe also played a significant role in the development of arbitration. These courts, for example the Hansa Tribunal, ease the resolution of commercial disputes through merchants engaged in cross-border trade (Carbonneau, 2008). The Office of Arbitration in the nineteenth century has been established by the ICC (International Chamber of Commerce) marked a pivotal point in the institution of international arbitration. This laid the foundation for the structured approach to resolving disputes between businesses across borders (Schwartz, 1995). The twentieth century witnessed the creation of key legal instruments that shaped the landscape of international arbitration. The 1958 - New York Convention on the Recognition and



Enforcement of Foreign Arbitral Awards provided a framework for the enforcement of arbitral awards across national boundaries (UNCITRAL, 1958). Today, international arbitration is characterized by a network of treaties, conventions, and institutional rules that govern the process. Its historical evolution that reflect a continuous adaptation to the changing needs of the global business community.

International arbitration just came as a pivotal mechanism for resolving disputes in the realm of international relations and cross-border business transactions. It provides an alternative to traditional litigation in national courts, offering parties a flexible, impartial, and efficient avenue for conflict resolution. International arbitration make sure that neutrality in dispute resolution, steering clear of potential favor associated with national court systems (Redfern & Hunter, 2015). Parties engaging in international arbitration enjoy autonomy in tailoring the process to the specific needs, exemplifying the flexibility of this method (Born, 2014). The confidentiality of international arbitration proceedings is a critical aspect, it allows businesses to safeguard sensitive information (Rogers, 2018). Expert in Decision-Making: Arbitrators' expertise in international arbitration contributes to informed decision-making, especially in complex things (Paulsson, 2015). Time and Cost Efficiency of international arbitration, both in terms of time and cost, is an advantage over traditional case (Schreuer, 2009). International Recognition by arbitration awards foster the attraction of international arbitration as a dispute resolution mechanism (Gaillard & Savage, 1999).

2. Jordanian Arbitration Law (No. 31 of 2001)

In 31 of 2001 marked a significant milestone in Jordan's legal landscape, particularly in the realm in alternative dispute resolution. It was crafted to modernize and streamline the arbitration process, by aligning it with international standards and practices. Below, we delve deeper into specific aspects of the law, supported by relevant references. The Jordanian Arbitration Law provides a robust legal framework for conducting of arbitration proceedings, by offer parties a flexible and efficient means of resolving disputes. This law provisions cover many aspects of arbitration, including the formation , powers of the arbitral tribunal, the conduct of proceedings, and the enforcement at arbitral awards (As stated in Article 14 and 15 of this law). The law outlines detailed procedures for the conduct of arbitration, that include rules that govern the commencement of proceedings and appointment of arbitrators, and the issuance of interim measures. This law reflects the state's commitment for promote arbitration as a preferred method to dispute resolution, both domestically and in the context of international commercial transactions. By provide the clear legal framework, the law enhances the attractiveness of Jordan as a seat for arbitration proceedings.(Sadi,2003) also , One of the notable features of this law is its applicability to both domestic and international arbitration, This inclusivity ensures that the law is versatile enough to accommodate a wide range of disputes arising from various legal relationships.

Invoking an arbitration clause under Jordanian Arbitration Law implies binding the parties in a contract to dismiss disputes that may arise between them through the arbitration process instead of resorting to regular courts. This is accomplished by incorporating a specific provision in the contract that stipulates arbitration as the means for dispute resolution.

The provisions of the arbitration clause encompass several key elements under Jordanian arbitration law:

1. **Arbitral Tribunal Appointment:** The arbitration tribunal that will oversee the arbitration process must be specified, including determining the number of arbitrators and the method of their selection.

Article (14):

A - The arbitration tribunal is formed by the agreement of the parties, consisting of one or more arbitrators. If they do not agree on the number of arbitrators, the default number is three.

B - If multiple arbitrators are appointed, their number must be odd; otherwise, the arbitration is deemed void.

Article (15):

A - The arbitrator must not be a minor, under guardianship, or deprived of his civil rights due to a criminal conviction or misdemeanor involving moral turpitude or as a result of his declared bankruptcy, even if his status has been restored.

b- The arbitrator is not required to be of a specific gender or nationality unless the arbitration parties or the law stipulate otherwise.

C - The arbitrator's acceptance of his task shall be in writing, and he must disclose, upon acceptance, any circumstances that may raise doubts about his impartiality and independence.



2. Designation of the place for conducting arbitration sessions and the language to be used in proceedings should be determined.
3. The law governing the arbitration procedures and dispute settlement must be specified.
4. Arbitration Procedures that means the methods of conducting arbitration, including evidence presentation, sessions, and pleadings, must be defined.
5. Arbitration Confidentiality, obligating both parties and arbitrators to maintain the confidentiality of arbitration proceedings.
6. Enforcement of Arbitral Award: Procedures for dismissing the arbitral award in case of necessity should be outlined.

3. principles of arbitration agreements

Arbitral tribunals exercise arbitration in a manner they deem appropriate, provided that both parties are treated equally and afforded full opportunities at all stages of the proceedings to present their case. This aligns with the general principles of arbitration agreements:

- **Competence by Competence Principle:** The arbitral tribunal has the authority to rule on its own jurisdiction, including challenges to its competence. This encompasses issues related to the existence of the arbitration clause, a separate agreement to arbitrate, or the validity of such a clause or agreement.
- **Procedural Freedom:** Arbitrators organize arbitration proceedings without being bound by court rules, unless the parties have agreed otherwise in the arbitration agreement.
- **Validity of the Arbitration Agreement:** The agreement to arbitrate is only valid when made by a natural or legal person who has the capacity to dispose of their rights.

4. Elements of the arbitration clause

The arbitration clause Comprise several key elements, this clause plays a big role in facilitating alternative dispute resolution. One fundamental aspect is the agreement of arbitrate, a clear indication that the parties mutually opt for arbitration as the method of resolving any potential disputes. also , the scope of arbitration is define within the clause, specifying the categories of disputes subject to arbitration. This description may extend to cover all aspects of the contractual relationship or focus on specific elements. Another vital component involves the selection of an arbitral institution or adherence to specific rules governing the arbitration proceedings. Popular chooses include institutions like the International Chamber of Commerce (ICC) or rules such as the UNCITRAL Arbitration Rules. The appointment of arbitrators is also a critical matter , with the arbitration clause defining the process for select arbitrators. This will involve specifying the number of arbitrators or designating a particular appointing authority. Additionally to that , the clause determines the seat or placement of arbitration, and show the location or the legal jurisdiction where the arbitration proceedings will expose, impacting the legal framework governing the arbitration. Another key element is the choice of governing law , to outline the legal principles that will govern the substance of the dispute. This may be different from the law governing the arbitration agreement or the law of the seat. and determine of The language of arbitration in which proceedings, written submissions, and the final award will be conducted.

Article (28) of the Jordanian Arbitration Law stipulates: "Arbitration shall be conducted in the Arabic language unless the parties agree otherwise or unless the arbitral tribunal determines another language or languages. The provisions of the agreement or decision shall apply to the language of the records, written submissions, and oral arguments. This also applies to any decision made by the tribunal, any letter issued, or any judgment rendered unless the agreement of the parties or the decision of the arbitral tribunal specifies otherwise." Confidentiality considerations are usually included in the arbitration clause, indicating whether the arbitration proceedings and award will remain confidential or be uncover to third parties. The allocation of costs and fees associated with arbitration, including arbitrators' fees and administrative expenses, is outlined, ensuring clarity on financial responsibilities. Finally, the clause specifies the procedure to enforce the final arbitral award, often referencing conventions such as the New York Convention. This comprehensive approach ensures that the arbitration clause effectively navigates the complexities of dispute resolution in commercial contracts.



5. National and International Arbitration Provisions

Arbitration may arise from an international business relationship or external interests, or it could be related to a dispute within the same country. To distinguish between domestic and international arbitration it involves examining the arbitration's location and subject matter. Arbitration be foreign if the majority of its elements are in a foreign country, if one of its parties is foreign, if foreign law or trial procedures are applied, or if there is a foreign tribunal involved. Arbitration is deemed international when it involves international business interests, irrespective of the arbitration's location or the applicable trial procedure law.

The Jordanian legislator did not explicitly define the term "arbitration award" in the arbitration law. Therefore, Jordanian laws provided a definition for the arbitration award, stating that it is "any final decision resolving all issues submitted to an arbitral tribunal."

The New York Convention of 1958, which deals with the recognition and enforcement of foreign arbitration awards, broadens the definition of an arbitration award. According to the convention, an arbitration award encompasses not only decisions made by arbitrators appointed to settle specific cases but also decisions from permanent arbitration bodies to which the parties are subject.

For a decision to be characterized as an arbitration award, it must meet certain criteria:

- It must be issued by an arbitrator or an arbitration panel.
- It must possess finality, as decisions related to witness testimony or referral to an expert, for example, are not considered final arbitration awards.
- It must be binding, as an arbitration decision whose enforceability depends on the parties' consent is not categorized as an arbitration award; hence, the decision must be binding on them.

There are numerous protocols and international agreements that have incorporated arbitration provisions in their internal and international regulations, addressing various dispute resolution scenarios. One such agreement is the Arab League's Convention on the Execution of Judgments, where Article 3 states: "Considering the provisions of Article 1 of this Convention, the requested state does not have the authority to review the subject matter of the case in which the arbitral award is rendered in one of the Arab League countries. The requested state can reject the request for the execution of the arbitral award in the following circumstances:

1. If the law of the requested state does not permit resolving the dispute through arbitration.
2. If the arbitral award is not rendered in compliance with a valid arbitration clause or contract.
3. If the parties involved are not competent according to the arbitration agreement, clause, or the law under which the arbitral award was issued.
4. If the parties did not properly declare their presence.
5. If the arbitral award contains elements conflicting with public order or public morals in the requested state, and the requested state has the authority to determine whether it contradicts the legal system or public morals.
6. If the arbitral award is not final in the state where it was issued." Additionally, Article 6 of the same convention stipulates that "judgments to be executed in one of the League's countries have the same enforceability as they do in the courts of the state seeking enforcement."

6. Arbitration Clause Dismissal

Dismissal under the jurisdiction of the arbitration clause is a matter not related to public policy. The court cannot address it on its own; rather, the party claiming the existence of this clause must insist on dismissal at the earliest opportunity and before any defense on the matter. This is usually within the legal period for submitting the responsive pleading, evidence, and dismissals stipulated in Article 59 of the Civil Procedure Code. Otherwise, the right is forfeited. Only those with a recognized legal interest, primarily the arbitration parties, can make requests or dismissals. Article 21 of the Jordanian Arbitration Law states that each party in arbitration must present dismissals to safeguard its



interest. These dismissals can be the same as those presented in litigation before the courts. Among the fundamental dismissals that can be raised is the dismissal of non-acceptance of the arbitration claim. As a general principle, arbitration law allows raising all procedural and substantive dismissals at any time during the proceedings, unlike judicial disputes. Notably, the failure to raise procedural dismissals does not waive the right if the issue is brought up in substance. Arbitrators, similar to local judges, must verify their jurisdiction to adjudicate disputes arising from arbitration agreements. If arbitrators consider themselves competent, they proceed to hear the case without waiting for an annulment claim that could be brought before the competent court. Otherwise, they declare their lack of jurisdiction. The arbitration panel cannot suspend arbitration proceedings until the regular court decides on jurisdiction. The regular court should refrain from interfering with arbitration proceedings as the jurisdiction of the arbitration panel is exclusive. Examination of jurisdiction occurs when challenging the arbitration award before the court, not during the arbitration proceedings.

7. Independence of Arbitration clause

The arbitrator must first verify the existence of the arbitration agreement to derive authority for resolving the dispute. Similarly, the judge must confirm the presence of this agreement to examine the validity of invoking the arbitration clause or rejecting it. This condition allows the competent court, the appellate court, to exercise its judicial oversight over arbitration, starting from the agreement, through the procedures, and concluding with the final award.

Arbitration agreements are sometimes included as a clause within the main contract, raising questions about the impact of contract nullification, termination, or dissolution on the arbitration clause.

The prevailing opinion in jurisprudence asserts the independence of the arbitration clause from the original contract that gave rise to the dispute, unaffected by the possibility of rescission or nullity. This principle is known as the independence of the arbitration clause, meaning that we could consider the arbitration clause in the contract as a standalone agreement, even if it is a part of that contract. That's mean, we are dealing with two contracts: the original contract with its various provisions and the arbitration agreement within the contract as one of its clauses. The reason for this distinction is that each of the two contracts has a different subject matter, as each contract has its own specific scope. The subject of the arbitration clause is a procedural matter related for resolving disputes arising from the original contract, while the subject in the original contract pertains to rights and obligations. Furthermore, each has a different rationale; the rationale for the arbitration clause is the commitment of each party not to resort to state courts, whereas the rationale for the original contract is entirely different. The independence referred to presenting in the case of an arbitration clause entered into in a separate agreement after the conclusion of the original contract, as well as in the case of an arbitration agreement entered into as a separate agreement.

8. Arbitration clause in Commercial

The resort to arbitration in commercial and economic relationships holds significant importance, especially in international commercial contracts. It is common to resort to the International Commercial Arbitration clause, which has become a standard in international trade due to the continuous evolution in international business relations. There are many definitions for the arbitration clause, first of them is "an agreement between the parties to refer any disputes arising regarding the interpretation or execution of the contract to an arbitration body. This may be present in the original clause or in a subsequent agreement, implying the parties' prior and mutual waiver to resort to the competent judiciary" (Abdul-Basit, 2000).

also It is defined as an agreement in the original contract, where the parties agree to refer disputes that may arise between them to arbitration (Qadari, 2004). The Jordanian legislator explicitly addressed the arbitration clause in Article 11 of the Jordanian Arbitration Law No. 31 of 2001, stating, "Arbitration agreements maybe made in advance, whether independently or included in a specific contract, regarding all or some of the disputes that could arise between the parties." The New York Convention of 1985 also emphasized the recognition of written agreements compelling parties to resort to arbitration for resolving their disputes arising or to arise from a specific legal relationship between them. The written agreement refers to the arbitration clause that included in a contract or arbitration



agreement signed by the parties or included in letters or telegrams exchanged between them (UNCITRAL, 1985).

The UNCITRAL Model Law defined the arbitration clause for international commercial arbitration in Article 11, paragraph 1, issued in 1985 and amended in 2006. It states that "an arbitration agreement is an agreement between the parties that they will submit all or certain disputes that have arisen or may arise between them in connection with a specific legal relationship, whether contractual or not, to arbitration." Arbitration clause can be defined as an agreement between the parties to a contract in the field of international trade reached before the emergence of a dispute, whether in the contract itself or in a separate agreement, concerning the referral of potential disputes arising from the interpretation or execution of the contract to arbitration. Regarding the legal nature of the arbitration clause, there are diverse opinions. Some see it as a procedural means to resolve disputes arising from the execution or interpretation of international trade contracts, while others consider it a legally binding contract.

Some argue that it is a conditional commitment to resolve disputes through arbitration when a conflict arises. Another perspective suggests that the arbitration clause essentially constitutes a promise to arbitrate future disputes between the parties to international trade contracts upon executing the contract (Abdul Baset, 2000). In a different context, (Abu El-Wafa, 1988) . in his book "Optional and Compulsory Arbitration" considers the arbitration clause as a promise to arbitrate future disputes between parties to international trade contracts upon executing the contract .

9. Arbitration Clause and Submission to Arbitration

The commonality between the arbitration clause and the submission to arbitration lies in both processes resorting to an external entity, other than the regular courts, to settle disputes. The decision of the arbitration tribunal is binding on the parties that chose these methods to resolve their disputes (Moussa, 2010). Additionally, they converge in the crucial aspect that they must pertain to a dispute that has not been conclusively settled by a decisive judicial ruling. Both the arbitration clause and the submission to arbitration must be in writing; otherwise, they are considered void according to Article 10 of the Jordanian Arbitration Law No. 31 of 2001 which include "The arbitration agreement must be in writing; otherwise, it is considered void. A written arbitration agreement is deemed to exist when it is included in a document signed by both parties or when it is included in the content of exchanged letters, telegrams, faxes, telexes, or other written means of communication between the parties, serving as a record of the agreement". Furthermore, the subject matter of the dispute referred to arbitration must be precisely defined; otherwise, the agreement is deemed void according to Article 11 of the mentioned law and the UNCITRAL Model Law on International Commercial Arbitration.

Arbitration clause and submission to arbitration differ in the temporal context of their application and their connection to disputes. Here is a more detailed explanation of these two concepts:

The arbitration clause is added to the contract or agreement before any dispute arises. This clause specifies that the parties will arbitrate potential disputes that may arise between them in the future. It serves as a legally binding agreement for the parties to resolve future disputes through arbitration instead of resorting to the courts.

On the other hand, in the case of the submission to arbitration, a third party is added to the arbitration process after the dispute has occurred. This third party (the participant) is involved in the arbitration based on an agreement between the parties after the disputes have arisen. This allows the participating third party to contribute to examining the facts and the law and presenting their perspective in the specific dispute. In conclusion, the main difference lies in the timing of the application of each concept - the arbitration clause is added before the dispute, while the submission to arbitration involves the third party's participation after the dispute has occurred.

Previous Studies

In (Yunbo, 2023)The study aims to explore the validity of arbitration clauses in international commercial arbitration when the main contract is not established, providing guidelines and references for commercial operators, arbitrators, and judges. It analyzes legal norms and issues from the



perspectives of private international law, common law, and international commercial arbitration, highlighting the independence and establishment of arbitration clauses. The validity of an arbitration clause determine based on formal and substantive elements, considering the voluntary agreement on the parties, the negotiation process, and the true intention of the parties. The study emphasizes that an arbitration clause can be established independently of the main contract and its validity can be judged separately.

In (Mohammad,2020)study which analyzes the importance of include an arbitration clause in international trade contracts of e-commerce to provide legal assurance for parties involved in case of disputes. Study conclusion was that including an arbitration clause in international trade contracts of e-commerce is crucial to provide legal assurance for parties involved at case of disputes. The presence of an arbitration clause ensures that there is a designated conflict settlement forum for the contracting parties, which is particularly important in cross-border electronic transactions.

The Study (Slobodan,2020) that discusses the diverging tendencies in the understanding of arbitration clauses in general terms and conditions of business transactions (GT&CBT) in international commercial law and consumer protection law. It highlights the more liberal and flexible approach towards arbitration in international commercial disputes compared to the requirement for a separate signed document in consumer protection law. In international commercial disputes, there is a more liberal and flexible approach towards the validity of arbitration clauses contained in GT&CBTs referred to in underlying substantive contracts. However, in customer protection law, there is a requirement to the arbitration clause to be contained in a separate document signed by these parties, and if not brought to attention, it may be considered null and void.

In (Mohammad, 2009) Study , which discusses the recent rulings of the Jordanian Court in Cassation regarding the enforceability of arbitration clauses against employees in individual labor disputes. It argues that while the arbitrability of such disputes could be accepted, the enforceability of specific arbitration agreements against employees should be approached more cautiously, considering concerns from the perspective of labor law and the public policy embedded in it. The Court of Cassation in Jordan ruled that the arbitration agreements are enforced against the employees at individual disputes, whether they are put in the labor contract itself or concluded after the termination of the contract. However, the paper highlights concerns arising from the labor law perspective that have not been sufficiently addressed by the Court. It questions the reliance on the policy favoring arbitration and argues for a more cautious approach to the enforceability of specific arbitration agreements against employees.

Chapter 3 : Conclusion and Recommendations

1. The Impact of Dismissal Due to the Arbitration Clause under Jordanian Arbitration Law

The dismissal based on an arbitration clause holds significant implications under the Jordanian Arbitration Law, reflecting a commitment to alternative dispute resolution mechanisms. Enacted by Law No. 31 of 2001, the Jordanian Arbitration Law recognizes the autonomy and enforceability of arbitration agreements. The impact of dismissal due to an arbitration clause is multifaceted and shapes the legal landscape of dispute resolution in Jordan. One of the primary impacts is the legal commitment imposed on the parties to abide by the arbitration process. The law enforces the parties to adhere to the decisions rendered by the arbitral tribunal, promoting final and effective dispute resolution. This commitment underscores the independence of arbitration from regular court proceedings, emphasizing the distinct nature and binding force of arbitral awards. The dismissal based on the arbitration clause results in the exclusion of recourse to regular courts for dispute resolution. Parties are compelled to resort exclusively to arbitration as the designated mechanism for settling disputes. This exclusion enhances the efficacy of arbitration as a streamlined and efficient means of resolving conflicts, alleviating congestion within the regular court system. (Youssef,2008)

In instances where legal proceedings are initiated without adherence to the arbitration clause, Article 11 of the Jordanian Arbitration Law empowers the judicial courts to intervene and compel parties to arbitration. This intervention reinforces the effectiveness of the arbitration clause, preserving its autonomy and legal impact. Moreover, the Jordanian Arbitration Law encourages the utilization of qualified arbitrators and experts in specific fields, contributing to the issuance of high-quality decisions that cater to the parties' needs. The law allows arbitrators to determine costs and



financial aspects in a manner that contributes to an effective and efficient arbitration process.(Shukri,2015) .In conclusion, the impact of dismissal due to the arbitration clause under the Jordanian Arbitration Law is pivotal in shaping a legal framework that emphasizes alternative dispute resolution. It enables parties to benefit from a flexible and neutral legal mechanism, addressing contemporary challenges in commercial operations within the Hashemite Kingdom of Jordan.

2. The impact of dismissal due to the arbitration clause under the Rules of the International Chamber of Commerce (ICC)

The repercussions of dismissal due to an arbitration clause under the International Chamber of Commerce (ICC) resonate significantly in the realm of international dispute resolution. When a dispute arises, parties usually turn to arbitration clauses, so the ICC is a prominent institution facilitating this process. The impact of dismissal, rooted in the arbitration clause, is profound as it redirects the dispute away from traditional litigation towards a more streamlined and specialized resolution mechanism. By invoking the ICC arbitration clause, parties embrace a framework renowned for its efficiency, neutrality, and global recognition. Dismissal, in this context, signifies a strategic choice to bypass conventional court proceedings in favor of a tailored arbitration process administered by the ICC. This approach ensures that disputes are handled by arbitrators with expertise in the relevant field, fostering a nuanced understanding of complex international matters. The dismissal also underscores the commitment of parties to resolving disputes through a confidential and expeditious channel, with the ICC's rules and procedures. Ultimately, the impact of dismissal based on the ICC arbitration clause is transformative, steering the dispute resolution process towards a more agile, globally accepted, and specialized avenue, aligning with the complexities of international business relations.

In conclusion, the impact of dismissal due to the arbitration clause is a multifaceted aspect of arbitration law that warrants continuous exploration and analysis. This research serves as a valuable resource for all involved or interested in arbitration proceedings, providing a comprehensive understanding of the relevant legal frameworks and their implications.

RECOMMENDATION

This research explores the profound implications of dismissal based on the arbitration clause under Jordanian Arbitration Law and the Rules of the International Chamber of Commerce (ICC). The meticulous examination of this topic provides valuable insights into the intersection of national and international arbitration frameworks, shedding light on their respective nuances.

- it is recommended that legal practitioners, scholars, and policymakers familiarize themselves with the intricacies surrounding dismissal due to arbitration clauses in Jordan. Understanding the dynamics of this process is crucial for ensuring effective dispute resolution and upholding the principles of fairness and justice.
- it is advisable for professionals involved in arbitration cases, both domestically and internationally, to stay abreast of developments in Jordanian Arbitration Law and the ICC Rules. This awareness will empower them to navigate the legal landscape confidently and contribute to the evolution of arbitration practices in line with global standards.
- For academics and researchers, delving into this subject offers an opportunity to contribute to the scholarship on arbitration law, fostering a deeper comprehension of its implications in both local and international contexts. By engaging with the legal intricacies discussed in this research, scholars can enhance the discourse surrounding arbitration practices and potentially influence future legislative developments.

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