



مجلة العلوم الإنسانية
بجامعة حائل



جامعة حائل
University of Hail

مجلة العلوم الإنسانية

دورية علمية محكمة تصدر عن جامعة حائل



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Arcif
Analytics

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ



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للتواصل:

مركز النشر العلمي والترجمة

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نبذة عن المجلة

تعريف بالمجلة

مجلة العلوم الإنسانية، مجلة دورية علمية محكمة، تصدر عن وكالة الجامعة للدراسات العليا والبحث العلمي بجامعة حائل كل ثلاثة أشهر بصفة دورية، حيث تصدر أربعة أعداد في كل سنة، وبحسب اكتمال البحوث المجازة للنشر. وقد نجحت مجلة العلوم الإنسانية في تحقيق معايير اعتماد معامل التأثير والاستشهادات المرجعية للمجلات العلمية العربية معامل "Arcif" المتوافقة مع المعايير العالمية، والتي يبلغ عددها (32) معياراً، وقد أُطلق ذلك خلال التقرير السنوي الثامن للمجلات للعام 2023.

رؤية المجلة

التميز في النشر العلمي في العلوم الإنسانية وفقاً لمعايير مهنية عالمية.

رسالة المجلة

نشر البحوث العلمية في التخصصات الإنسانية؛ لخدمة البحث العلمي والمجتمع المحلي والدولي.

أهداف المجلة

تهدف المجلة إلى إيجاد منافذ رصينة؛ لنشر المعرفة العلمية المتخصصة في المجال الإنساني، وتمكن الباحثين -من مختلف بلدان العالم- من نشر أبحاثهم ودراساتهم وإنتاجهم الفكري لمعالجة واقع المشكلات الحياتية، وتأسيس الأطر النظرية والتطبيقية للمعارف الإنسانية في المجالات المتنوعة، وفق ضوابط وشروط ومواصفات علمية دقيقة، تحقيقاً للجودة والريادة في نشر البحث العلمي.

قواعد النشر

لغة البحث

- 1- تقبل المجلة البحوث المكتوبة باللغتين العربية والإنجليزية.
- 2- يُكتب عنوان البحث وملخصه باللغة العربية للبحوث المكتوبة باللغة الإنجليزية.
- 3- يُكتب عنوان البحث وملخصه ومراجعته باللغة الإنجليزية للبحوث المكتوبة باللغة العربية، على أن تكون ترجمة الملخص إلى اللغة الإنجليزية صحيحة ومتخصصة.

مجالات النشر في المجلة

تهتم مجلة العلوم الإنسانية بجامعة حائل بنشر إسهامات الباحثين في مختلف القضايا الإنسانية الاجتماعية والأدبية، إضافة إلى نشر الدراسات والمقالات التي تتوفر فيها الأصول والمعايير العلمية المتعارف عليها دولياً، وتقبل الأبحاث المكتوبة باللغة العربية والإنجليزية في مجال اختصاصها، حيث تعنى المجلة بالتخصصات الآتية:

- علم النفس وعلم الاجتماع والخدمة الاجتماعية والفلسفة الفكرية العلمية الدقيقة.
- المناهج وطرق التدريس والعلوم التربوية المختلفة.
- الدراسات الإسلامية والشريعة والقانون.
- الآداب: التاريخ والجغرافيا والفنون واللغة العربية، واللغة الإنجليزية، والسياحة والآثار.
- الإدارة والإعلام والاتصال وعلوم الرياضة والحركة.

أوعية نشر المجلة

تصدر المجلة ورقياً حسب القواعد والأنظمة المعمول بها في المجلات العلمية المحكمة، كما تُنشر البحوث المقبولة بعد تحكيمها إلكترونياً لتعم المعرفة العلمية بشكل أوسع في جميع المؤسسات العلمية داخل المملكة العربية السعودية وخارجها.

ضوابط وإجراءات النشر في مجلة العلوم الإنسانية

أولاً: شروط النشر

1. أن يتسم بالأصالة والجدة والابتكار والإضافة المعرفية في التخصص.
2. لم يسبق للباحث نشر بحثه.
3. ألا يكون مستلماً من رسالة علمية (ماجستير / دكتوراه) أو بحوث سبق نشرها للباحث.
4. أن يلتزم الباحث بالأمانة العلمية.
5. أن تراعى فيه منهجية البحث العلمي وقواعده.
6. عدم مخالفة البحث للضوابط والأحكام والآداب العامة في المملكة العربية السعودية.
7. مراعاة الأمانة العلمية وضوابط التوثيق في النقل والاقتباس.
8. السلامة اللغوية ووضوح الصور والرسومات والجداول إن وجدت، وللمجلة حقها في مراجعة التحرير والتدقيق النحوي.

ثانياً: قواعد النشر

1. أن يشتمل البحث على: صفحة عنوان البحث، ومستخلص باللغتين العربية والإنجليزية، ومقدمة، وصلب البحث، وخاتمة تتضمن النتائج والتوصيات، وثبت المصادر والمراجع باللغتين العربية والإنجليزية، والملاحق اللازمة (إن وجدت).
2. في حال (نشر البحث) يُرَوَّد الباحث بنسخة إلكترونية من عدد المجلة الذي تم نشر بحثه فيه، ومستلماً لبحثه.
3. في حال اعتماد نشر البحث تُؤوَل حقوق نشره كافة للمجلة، ولها أن تعيد نشره ورقياً أو إلكترونياً، ويحق لها إدراجه في قواعد البيانات المحلية والعالمية - بمقابل أو بدون مقابل - وذلك دون حاجة لإذن الباحث.
4. لا يحق للباحث إعادة نشر بحثه المقبول للنشر في المجلة إلا بعد إذن كتابي من رئيس هيئة تحرير المجلة.
5. الآراء الواردة في البحوث المنشورة تعبر عن وجهة نظر الباحثين، ولا تعبر عن رأي مجلة العلوم الإنسانية.
6. النشر في المجلة يتطلب رسوماً مالية قدرها (1000 ريال) يتم إيداعها في حساب المجلة، وذلك بعد إشعار الباحث بالقبول الأولي وهي غير مستردة سواء أجزى البحث للنشر أم تم رفضه من قبل المحكمين.

ثالثاً: الضوابط والمعايير الفنية لكتابة وتنظيم البحث

1. ألا تتجاوز نسبة الاقتباس في البحوث (25%).
2. الصفحة الأولى من البحث، تحتوي على عنوان البحث، اسم الباحث أو الباحثين، المؤسسة التي ينتسب إليها- جهة العمل، عنوان المراسلة والبريد الإلكتروني، وتكون باللغتين العربية والإنجليزية على صفحة مستقلة في بداية البحث. الإعلان عن أي دعم مالي للبحث- إن وجد. كما يقوم بكتابة رقم الهوية المفتوحة للباحث ORCID بعد الاسم مباشرة. علماً بأن مجلة العلوم الإنسانية تنصح جميع الباحثين باستخراج رقم هوية خاص بهم، كما تتطلب وجود هذا الرقم في حال إجازة البحث للنشر.
3. ألا يرد اسم الباحث (الباحثين) في أي موضع من البحث إلا في صفحة العنوان فقط.

4. ألا تزيد عدد صفحات البحث عن ثلاثين صفحة أو (12.000) كلمة للبحث كاملاً أيهما أقل بما في ذلك الملخصان العربي والإنجليزي، وقائمة المراجع.
5. أن يتضمن البحث مستخلصين: أحدهما باللغة العربية لا يتجاوز عدد كلماته (200) كلمة، والآخر بالإنجليزية لا يتجاوز عدد كلماته (250) كلمة، ويتضمن العناصر التالية: (موضوع البحث، وأهدافه، ومنهجه، وأهم النتائج) مع العناية بتحريرها بشكل دقيق.
6. يُتبع كل مستخلص (عربي/إنجليزي) بالكلمات الدالة (المفتاحية) (Key Words) المعبرة بدقة عن موضوع البحث، والقضايا الرئيسية التي تناولها، بحيث لا يتجاوز عددها (5) كلمات.
7. تكون أبعاد جميع هوامش الصفحة: من الجهات الأربعة (3) سم، والمسافة بين الأسطر مفردة.
8. يكون نوع الخط في المتن باللغة العربية (Traditional Arabic) وبحجم (12)، وباللغة الإنجليزية (Times New Roman) وبحجم (10)، وتكون العناوين الرئيسية في اللغتين بالبنط الغليظ. (Bold).
9. يكون نوع الخط في الجدول باللغة العربية (Traditional Arabic) وبحجم (10)، وباللغة الإنجليزية (Times New Roman) وبحجم (9)، وتكون العناوين الرئيسية في اللغتين بالبنط الغليظ (Bold) ..
10. يلتزم الباحث برومنة المراجع العربية (الأبحاث العلمية والرسائل الجامعية) ويقصد بها ترجمة المراجع العربية (الأبحاث والرسائل العلمية فقط) إلى اللغة الإنجليزية، وتضمينها في قائمة المراجع الإنجليزية (مع الإبقاء عليها باللغة العربية في قائمة المراجع العربية)، حيث يتم رومنة (Romanization / Transliteration) اسم، أو أسماء المؤلفين، متبوعة بسنة النشر بين قوسين (يقصد بالرومنة النقل الصوتي للحروف غير اللاتينية إلى حروف لاتينية، تمكّن قراء اللغة الإنجليزية من قراءتها، أي: تحويل منطوق الحروف العربية إلى حروف تنطق بالإنجليزية)، ثم يتبع بالعنوان، ثم تضاف كلمة (in Arabic) بين قوسين بعد عنوان الرسالة أو البحث. بعد ذلك يتبع باسم الدورية التي نشرت بها المقالة باللغة الإنجليزية إذا كان مكتوباً بها، وإذا لم يكن مكتوباً بها فيتم ترجمته إلى اللغة الإنجليزية.

مثال إيضاحي:

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11. يلي قائمة المراجع العربية، قائمة بالمراجع الإنجليزية، متضمنة المراجع العربية التي تم رومنتها، وفق ترتيبها الهجائي (باللغة الإنجليزية) حسب الاسم الأخير للمؤلف الأول، وفقاً لأسلوب التوثيق المعتمد في المجلة.

12. تستخدم الأرقام العربية أينما ذكرت بصورتها الرقمية. (Arabic.... 1,2,3) سواء في متن البحث، أو الجداول و الأشكال، أو المراجع، وترقم الجداول و الأشكال في المتن ترقيماً متسلسلاً مستقلاً لكل منهما ، ويكون لكل منها عنوانه أعلاه ، ومصدره - إن وجد - أسفله.
13. يكون الترقيم لصفحات البحث في المنتصف أسفل الصفحة، ابتداءً من صفحة ملخص البحث (العربي، الإنجليزي)، وحتى آخر صفحة من صفحات مراجع البحث.
14. تدرج الجداول والأشكال- إن وجدت- في مواقعها في سياق النص، وترقم بحسب تسلسلها، وتكون غير ملونة أو مظلمة، وتكتب عناوينها كاملة، ويجب أن تكون الجداول والأشكال والأرقام وعناوينها متوافقة مع نظام APA.

رابعاً: توثيق البحث

أسلوب التوثيق المعتمد في المجلة هو نظام جمعية علم النفس الأمريكية (APA7)

خامساً: خطوات وإجراءات التقديم

1. يقدم الباحث الرئيس طلباً للنشر (من خلال منصة الباحثين بعد التسجيل فيها) يتعهد فيه بأن بحثه يتفق مع شروط المجلة، وذلك على النحو الآتي:
 - أ. البحث الذي تقدمت به لم يسبق نشره (ورقياً أو إلكترونياً)، وأنه غير مقدم للنشر، ولن يقدم للنشر في وجهه أخرى حتى تنتهي إجراءات تحكيمه، ونشره في المجلة، أو الاعتذار للباحث لعدم قبول البحث.
 - ب. البحث الذي تقدمت به ليس مستلاً من بحوث أو كتب سبق نشرها أو قدمت للنشر، وليس مستلاً من الرسائل العلمية للماجستير أو الدكتوراه.
 - ج. الالتزام بالأمانة العلمية وأخلاقيات البحث العلمي.
 - د. مراعاة منهج البحث العلمي وقواعده.
 - هـ. الالتزام بالضوابط الفنية ومعايير كتابة البحث في مجلة حائل للعلوم الإنسانية كما هو في دليل الكتابة العلمية المختصر بنظام APA7.
2. إرفاق سيرة ذاتية مختصرة في صفحة واحدة حسب النموذج المعتمد للمجلة (نموذج السيرة الذاتية).
3. إرفاق نموذج المراجعة والتدقيق الأولي بعد تعبئته من قبل الباحث.
4. يرسل الباحث أربع نسخ من بحثه إلى المجلة إلكترونياً بصيغة (WORD) نسختين و (PDF) نسختين تكون إحداهما بالصيغتين خالية مما يدل على شخصية الباحث.
5. يتم التقديم إلكترونياً من خلال منصة تقديم الطلب الموجودة على موقع المجلة (منصة الباحثين) بعد التسجيل فيها مع إرفاق كافة المرفقات الواردة في خطوات وإجراءات التقديم أعلاه.
6. تقوم هيئة تحرير المجلة بالفحص الأولي للبحث، وتقرير أهليته للتحكيم، أو الاعتذار عن قبوله أولاً أو بناء على تقارير المحكمين دون إبداء الأسباب وإخطار الباحث بذلك
7. تملك المجلة حق رفض البحث الأولي ما دام غير مكتمل أو غير ملتزم بالضوابط الفنية ومعايير كتابة البحث في مجلة حائل للعلوم الإنسانية.
8. في حال تقرر أهلية البحث للتحكيم يخطر الباحث بذلك، وعليه دفع الرسوم المالية المقررة للمجلة (1000) ريال غير مستردة من خلال الإيداع على حساب المجلة ورفع الإيصال من خلال منصة التقديم المتاحة على موقع المجلة، وذلك خلال مدة خمسة أيام عمل منذ إخطار الباحث بقبول بحثه أولاً وفي حالة عدم السداد خلال المدة المذكورة يعتبر القبول الأولي ملفياً.

9. بعد دفع الرسوم المطلوبة من قبل الباحث خلال المدة المقررة للدفع، ورفع سند الإيصال من خلال منصة التقديم، يرسل البحث لمحكمين اثنين؛ على الأقل.
10. في حال اكتمال تقارير المحكمين عن البحث؛ يتم إرسال خطاب للباحث يتضمن إحدى الحالات التالية:
- أ. قبول البحث للنشر مباشرة.
 - ب. قبول البحث للنشر؛ بعد التعديل.
 - ج. تعديل البحث، ثم إعادة تحكيمه.
 - د. الاعتذار عن قبول البحث ونشره.
11. إذا تطلب الأمر من الباحث القيام ببعض التعديلات على بحثه، فإنه يجب أن يتم ذلك في غضون (أسبوعين) من تاريخ الخطاب) من الطلب. فإذا تأخر الباحث عن إجراء التعديلات خلال المدة المحددة، يعتبر ذلك عدولاً منه عن النشر، ما لم يقدم عذراً تقبله هيئة تحرير المجلة.
12. يقدم الباحث الرئيس (حسب نموذج الرد على المحكمين) تقرير عن تعديل البحث وفقاً للملاحظات الواردة في تقارير المحكمين الإجمالية أو التفصيلية في متن البحث
13. للمجلة الحق في الحذف أو التعديل في الصياغة اللغوية للدراسة بما يتفق مع قواعد النشر، كما يحق للمحررين إجراء بعض التعديلات من أجل التصحيح اللغوي والفني. وإلغاء التكرار، وإيضاح ما يلزم.
14. في حالة رفض البحث من قبل المحكمين فإن الرسوم غير مستردة.
15. إذا رفض البحث، ورغب المؤلف في الحصول على ملاحظات المحكمين، فإنه يمكن تزويده بهم، مع الحفاظ على سرية المحكمين. ولا يحق للباحث التقدم من جديد بالبحث نفسه إلى المجلة ولو أجريت عليه جميع التعديلات المطلوبة.
16. لا تُردّ البحوث المقدمة إلى أصحابها سواء نشرت أم لم تنشر، ويخطر المؤلف في حالة عدم الموافقة على النشر
17. ترسل المجلة للباحث المقبول بحثه نسخة معتمدة للطباعة للمراجعة والتدقيق، وعليه إنجاز هذه العملية خلال 36 ساعة.
18. لهيئة تحرير المجلة الحق في تحديد أولويات نشر البحوث، وترتيبها فنيّاً.



المشرف العام

سعادة وكيل الجامعة للدراسات العليا والبحث العلمي

أ. د. هيثم بن محمد السيف

هيئة التحرير

رئيس هيئة التحرير

أ. د. بشير بن علي اللويش
أستاذ الخدمة الاجتماعية

أعضاء هيئة التحرير

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Ways to Enforce National Arbitration Ruling in the Kingdom of Saudi Arabia

سبل تنفيذ أحكام التحكيم الوطنية في المملكة العربية السعودية

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Abstract

This study examines the methods of enforcing the decisions of Saudi Arabia's national arbitral tribunals. The study aims to highlight multiple aspects of the Kingdom's arbitral proceedings. The study addresses the following topics: arbitration and reconciliation conventions; submission of requests for enforcement of arbitral rulings; The enforcement authority in Saudi courts; the submission of requests for review and decision by the Tribunal; other alternative dispute resolution methods; The effects of the Arbitration Act on attracting foreign investments, and reflects the Kingdom's trend towards strengthening the business environment and the development of Saudi legal thinking, It allows the parties to strengthen confidence in the judicial system, making the Kingdom a more attractive destination for the national and global business environment by providing a more flexible and secure environment for investors and the new arbitration system provides for clearer and more expeditious arbitral proceedings, Timelines are clearly set to end cases, thereby enhancing the effectiveness of the system and clarifying clear mechanisms for selecting arbitrators and ensuring their integrity s confidence in the fairness and impartiality of the arbitral process. Together, these factors reflect the system's compatibility with the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Rulings, which heralds an additional legislative and economic boom that Saudi Arabia will witness.

Keywords: Arbitration, Arbitration Rulings, Law Enforcement, Saudi Arabia.

المستخلص:

تتناول هذه الدراسة سبل إنفاذ قرارات هيئات التحكيم الوطنية بالمملكة العربية السعودية. وتهدف الدراسة إلى تسليط الضوء على جوانب متعددة لكيفية القيام بإجراءات التحكيم بالمملكة. وتقدم الدراسة بتناول الموضوعات الآتية: اتفاقيات التحكيم والمصالحة؛ وتقديم طلبات إنفاذ أحكام التحكيم؛ والجهة المختصة بالإنفاذ في المحاكم السعودية؛ وتقديم طلبات المراجعة والقرار من قبل المحكمة؛ والأساليب البديلة الأخرى لحل المنازعات؛ وآثار قانون التحكيم على جذب الاستثمارات الأجنبية، ويعكس توجه المملكة نحو تعزيز بيئة الأعمال وتطور الفكر القانوني السعودي، ويتيح للأطراف تدعيم الثقة في النظام القضائي مما يجعل المملكة وجهة أكثر جذباً لبيئة الأعمال الوطنية والعالمية بتوفير بيئة أكثر مرونة وأماناً للمستثمرين، كما يوفر النظام الجديد للتحكيم إجراءات تحكيم أكثر وضوحاً وسرعة، حيث يتم تحديد المدد الزمنية بوضوح لإنهاء القضايا مما يعزز فاعلية النظام وتوضيح آليات واضحة لاختيار المحكمين وضمان نزاهتهم، كما يضع النظام الجديد إطاراً قانونياً يحمي المحكمين من التدخلات غير المشروعة مما يدعم ثقة الأطراف في عدالة وحياد عملية التحكيم وهذه العوامل مجتمعة تعكس مدى انسجام النظام مع اتفاقية نيويورك للاعتراف بقرارات التحكيم الأجنبية وتنفيذها لعام 1958 مما يشير بطفرة تشريعية واقتصادية إضافية سوف تشهدها المملكة العربية السعودية.

الكلمات المفتاحية: التحكيم، أحكام التحكيم، إنفاذ القانون، المملكة العربية السعودية.

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- Exploring the judicial procedures related to the implementation of arbitration ruling, and studying the role of Saudi courts in this context, the focus will be on the challenges and procedures that these procedures may face on the speed and efficiency of implementing arbitration body decisions.

- The research aims to identify the practical legal challenges that parties may face in implementing national arbitration ruling in the Kingdom.

- Based on the research results, the research aims to propose solutions and methods to improve the effectiveness of implementing arbitration ruling in the Kingdom, including improving legal procedures, including improving implementation mechanisms, and enhancing cooperation between local courts and arbitration bodies. It will also suggest how to overcome existing challenges.

- The research aims to study the impact of enforcing arbitration ruling on the business and investment environment in the Kingdom.

- The research seeks to analyze the role played by arbitration as a means of settling economic and commercial disputes in the Kingdom.

This research also seeks to answer the following questions:

- What are the regulations governing the enforcement of a national arbitration ruling in the Kingdom of Saudi Arabia?

- What is the competent authority to issue the executive version of a national arbitration ruling in the Kingdom of Saudi Arabia?

- What are the necessary procedures for executing a national arbitration ruling in the Kingdom of Saudi Arabia?

Research methodology:

Based on the nature of the study and its objectives, the current study will rely on the inductive-analytic method, which is based on drawing conclusions by reviewing the available documents on the issue of the study and then analyzing them to reach answers to the study questions.

Literature Review:

Background and Legal Framework for Arbitration in Saudi Arabia:

International Conventions and Treaties Related to Arbitration:

The field of international commercial arbitration in Saudi Arabia has seen substantial progress and advancement in recent times, which is indicative of the Kingdom's dedication to cultivating a climate conducive to corporate activities (Altawyan, 2018). The implementation of the Saudi Arbitration Law in 2012 has allowed Saudi Arabia to develop a contemporary legislative structure for the facilitation of arbitration procedures in accordance with globally recognised standards (Altawyan, 2018). The legislation integrates main components derived from the "UNCITRAL Model Law" in exploring a clear and all-encompassing framework of regulations for the settlement of international business conflicts (Altawyan, 2018). In addition, the decision of Saudi Arabia to join the New York Convention on the Recognition and Enforcement of Foreign Arbitral Ruling serves to strengthen its commitment to the international arbitration community. This facilitates the implementation of foreign arbitral judgments within the jurisdiction of the Kingdom, imparting multinational enterprises with a sense of assurance about the enforceability of arbitration rulings. Consequently, Saudi Arabia has become a progressively engaging destination for international commercial arbitration, providing a reliable and effective framework for the resolution of cross-border business disputes (Altawyan, 2018).

The Convention on the Recognition and Enforcement of Foreign Arbitral Ruling (New York, 1958), a United Nations treaty with significant importance in the field of international trade law, has served as the basis for arbitration in Saudi Arabia (Altawyan, 2018). It is a cornerstone of the worldwide arbitration system. The New York Convention requires signatory states to honour arbitration agreements and to recognise and enforce judgements issued by other countries. In 2006, a Recommendation was approved that clarified the meaning of sections II (2) and VII (1). The UNCITRAL Secretariat Guide to the New York Convention followed in 2016 (Altawyan,

Introduction:

Praise be to God and prayers and peace be upon the most honorable of prophets and messengers, our master Muhammad, and upon his family, the best prayers, and the most complete peace.

The new Saudi arbitration system contains the elements that any arbitration codification must include in order to ensure the achievement of efficiency and effectiveness that enable the achievement of its objectives, and the most important of these elements is the achievement of the principle of independence of the parties and the supporting role played by the official judiciary in the arbitration process, which forms the basis of the United Nations Model Law on Arbitration of 1985 AD. The new arbitration organization also came in response to the economic and regulatory developments in the Kingdom, especially after its accession to the World Trade Organization, as the Kingdom sought to amend many legal systems with modern systems that are compatible with the next stage, as the regulatory achievements during the reign of King Salman bin Abdulaziz, may God protect him, exceeded more than one hundred new system projects.

The Kingdom of Saudi Arabia has worked to develop the national arbitration system to keep pace with international standards, as the new Saudi Arbitration System was issued in 2023, which included legislative texts aimed at facilitating and improving arbitration procedures and implementing its rulings. The system was based on local and international systems, such as the New York Arbitration Convention, which enhances the implementation of rulings in the signatory countries, providing greater legal protection for the disputing parties, and analyzing the legal framework regulating this, including the legislative and judicial aspects that ensure the smooth and effective implementation of these decisions. We discuss the challenges that may face the implementation of arbitration rulings in the local context, and how these challenges can be overcome to ensure an appropriate and favorable arbitration environment for the stability of commercial and investment activities.

Importance of the topic:

Importance of the topic: The topic of enforcing national arbitration ruling in the Kingdom of Saudi Arabia is one of the vital legal topics that constitute a fundamental pillar for ensuring the

effectiveness of the arbitration system as a mechanism for settling disputes. In light of the major economic developments witnessed by the Kingdom within the framework of the Kingdom's Vision 2030, which aims to transform the Kingdom into an attractive environment for local and international investments, establishing a strong and effective arbitration system is an essential part of the legal reforms that enhance the business environment and attract investments, which in turn achieves legal and commercial stability and enhances confidence between the judicial, economic and commercial systems, and improves the Kingdom's international reputation in light of economic globalization, increased international trade activity and integration with international agreements. Here, the Kingdom must have effective legal mechanisms to enforce arbitration ruling, which enhances its commitment to international standards and provides effective means for international parties to implement the judgments issued in the Kingdom, and achieve justice for the disputing parties, especially in cases that may be complex or specialized and that ordinary courts may not be able to deal with effectively, as the system is an effective legal tool that allows disputants to resolve their disputes in an organized and objective manner. By enforcing arbitration ruling easily and effectively, the pressure on traditional courts can be reduced, by speeding up judicial procedures and reducing the time taken to consider the dispute. Enforcing arbitration ruling also contributes to the stability of the national economy, especially in sectors that witness commercial disputes or financial penalties, and this is reflected in the stability of the market and the protection of the financial rights of investors and commercial entities. Improving the means of enforcing arbitration ruling in the Kingdom of Saudi Arabia makes the Kingdom a major destination for arbitration sessions at the regional and international levels.

Objectives:

- The study aims to analyze the legal framework that regulates the implementation of national arbitration ruling in the Kingdom of Saudi Arabia, including relevant laws and regulations such as the new Saudi Arbitration Law of 2023 AD. This is done by examining the legislative and legal texts that determine how to implement arbitration ruling, and the extent of their compatibility with international standards.

the cases, it has been examined that the processes of negotiations, mediations, arbitrations, and the following enforcement of ruling of current socio-political dynamics were explored. Moreover, this case examined the incorporation of Alternative Dispute Resolution (ADR) ideas into educational curricula, demonstrating a progressive perspective on the field of legal education (Andrews, 2022). The examination of technology and online platforms for alternative dispute resolution (ADR) procedures in the digital era highlights the need for new solutions in a fast-evolving global legal landscape (Andrews, 2022). This detailed research has given purposeful insights into the restructuring of Saudi Arabia's dispute resolution with the help of arbitration to better correspond with the needs and possibilities presented by the digital age (Andrews, 2022).

The significant 2012 Saudi Arbitration Law and its consequential influence on the arbitration environment in the Kingdom (Nesheiwat & Al-Khasawneh, 2015). This comparative research examined the alignment of local legislation with international arbitration criteria and analysed the resulting ramifications for stakeholders at both the domestic and international levels (Nesheiwat & Al-Khasawneh, 2015). Through a comprehensive analysis of important legislation and procedural frameworks, this study has explored the ways in which the legal system has played a role in improving the effectiveness, dependability, and appeal of Saudi Arabia as a venue for arbitration. This research serves to enhance our comprehension of Saudi Arabia's modernising legal infrastructure while also offering significant insights for the practitioners and politicians who were engaged in the ever-evolving realm of international arbitration (Nesheiwat & Al-Khasawneh, 2015).

The resolution of many international business conflicts, which were submitted to arbitration, was contingent upon the arbitrators' use of the designated controlling legislation (Nesheiwat & Al-Khasawneh, 2015). However, courts in various jurisdictions may possess different aspects of the relevant legal framework governing international arbitration agreements. Consequently, these courts may interpret the pertinent legal principles in distinct ways, leading to disparate conclusions (Nesheiwat & Al-Khasawneh, 2015).

The reliance of parties involved in international commercial agreements on the consistency and predictability of legal outcomes necessitates the avoidance of any potential risks that may demoralise the enforcement of arbitral ruling by local authorities or result in the review and potential nullification of the underlying contract. Such risks act as deterrents to future investments in the respective country (Nesheiwat & Al-Khasawneh, 2015).

The prospect in international arbitration was that arbitrators would demonstrate impartiality and adhere to principles of procedural fairness (Rubino-Sammartano, 2014). Although international arbitration also serves other objectives, such as facilitating and enforcement of judgments, that were comparatively more challenging to obtain alternative methods of resolving disputes (Rubino-Sammartano, 2014). When parties enter into an arbitration agreement, they engage in a legally enforceable procedure for resolving disputes that ultimately results in a legally binding decision (Rubino-Sammartano, 2014).

The case of *Croatia v. Slovenia* pertains to a territorial dispute centred on the Bay of Piran/Savudrija, which is in the Adriatic Sea. The confrontation reached a level of intensity that prompted both nations to decide to refer the issue to arbitration mutually. The selection of the Permanent Court of Arbitration was made to preside over the case (Ilic, 2017). The disclosure was made that one of the arbitrators appointed by the party participated in ex-parte discussions with representatives from the party that made the appointment. This action was seen to be a violation of the established protocols governing arbitration. Ex-parte communications were dialogues or interactions between a single party and an arbitrator conducted without the awareness or participation of the opposing side. The present scenario has prompted a decisive case based on the integrity of the arbitration procedure. The effectiveness of arbitration was contingent upon the essential elements of arbitrators' impartiality, independence, and adherence to procedural fairness, which together contribute to the attainment of a fair and equitable resolution. When instances of such communications arise, there is a possibility of compromising the apparent fairness of the proceedings (Ilic, 2017).

2018). In accordance with international treaties to which the Kingdom is a party, the provisions of Islamic Shariah and international conventions to which the Kingdom is a party shall apply to any arbitration, regardless of the type of legal relationship at issue. Provided the parties have agreed to have the arbitration controlled by the terms of this legislation, it does not matter whether the arbitration takes place inside the Kingdom or is an international commercial arbitration performed overseas (Altawyan, 2018).

Key Provisions Governing Arbitration in Saudi Arabia:

One of the cases has examined the arbitrability of disputes in which the potential of international investment law, namely international investment agreements (IIAs) and its corresponding dispute resolution processes, contribute to the realisation of the right to development (Fauchald, 2021). The regulations pertaining to arbitration in Saudi Arabia are delineated in the Saudi Arbitration Law (Royal Decree No. M/34, dated 24/5/1433H), which presides over the administration of arbitration procedures within the jurisdiction of the Kingdom (“Law of Arbitration,” 2012). Article (1) discussed an analysis and examination of the subject matter, presenting several perspectives and arguments. (1) an arbitration agreement is a contractual arrangement entered into by two or more parties with the purpose of resolving all or specific disputes that have occurred or may develop regarding a clearly defined legal relationship, whether it is based on a contract or not (“Law of Arbitration,” 2012). An arbitration agreement might manifest itself either as an arbitration provision embedded inside a contractual agreement or as a distinct and independent arbitration agreement. (2) The arbitration Tribunal refers to either a single arbitrator or a group of arbitrators who are responsible for making decisions about a dispute that has been submitted for arbitration (“Law of Arbitration,” 2012). The arbitration legislation in Saudi Arabia gives parties the authority to request interim measures and preliminary orders from the arbitral tribunal in order to protect their interests during the arbitration process (Maaitah, 2020). This clause confers upon the parties the authority to seek certain measures, such as the safeguarding of assets or the submission of vital evidence, which may play a fundamental role in guaranteeing an equitable and impartial arbitration procedure (Maaitah, 2020). By permitting such provisions, In one

the legislation strengthens the effectiveness of arbitration in delivering prompt and efficient solutions to individuals or groups who may encounter potential damage or bias. The clause highlights Saudi Arabia’s dedication to establishing a comprehensive arbitration structure that effectively caters to the developing requirements of entities engaged in commercial disputes (Maaitah, 2020).

Valid Arbitration Agreements:

The Authority of Judges under Shariah in which the perspectives on Recent Legal Reforms in Saudi Arabia’ are likely an examination that explores the function and jurisdiction of judges within the framework of Shariah law (Bashayreh, 2022). It specifically focuses on the backdrop of recent legal reforms implemented in Saudi Arabia (Bashayreh, 2022). The analysis of the conceptualisation and implementation of judicial power within the framework of Islamic law and its potential transformation or impact resulting from recent legal advancements in the Kingdom. The study may investigate subjects such as the hermeneutics of Shariah, the interplay between religious and legal hierarchies, and the consequences of changes in the Saudi Arabian judiciary (Bashayreh, 2022).

In Judicial enforcement, the Ministry or the Competent power are delineated in Article (27) of this legislation in which the personnel were granted the status of judicial enforcement officers, as per a decision made by the Minister of Justice or the head of the local judicial authority, in collaboration with the appropriate Minister or head of the Competent Authority (Commercial Agency Law, n.d.). The main objective of the law was to detect and capture any violations of the regulations specified within this legislation (Commercial Agency Law, n.d. Issued by Royal Decree No. 11/dated 20/2/1382 AH). To discharge this obligation, individuals are endowed with specific authorities. Primarily, they are authorised to access all relevant documents and records pertaining to the formation of a Commercial Agency and its enrolment in the Commercial Agencies Register (Commercial Agency Law, n.d.). This access is crucial for providing evidence in cases involving actions that contravene legal provisions and subsequent rulings. Fundamentally, Article (27) declared the fundamental roles and powers of these enforcement officials in safeguarding the provisions and credibility of this legislation (Commercial Agency Law, n.d.).

enforces judgments originating from Saudi Arabia (The In-House Lawyer, n.d.). Furthermore, it is imperative to ascertain that the judgment or ruling debtor was duly informed of the legal proceedings in the issuing country and was provided with an opportunity to present a defence. Lastly, the conclusive nature of the judgment, rendering it non-appealable, is a significant aspect to be considered. Saudi Arabia is a signatory to the New York Convention, which obligates it to enforce arbitration judgments from other signatory governments (The In-House Lawyer, n.d.). The Enforcement Law considers the establishment of reciprocity in such cases by a formal confirmation from the Ministry of Justice or other persuasive evidence. However, it is important to note that obtaining this confirmation might be a lengthy procedure (The In-House Lawyer, n.d.).

Court Review and Decision:

In the law of civil procedures related to the court and decision, the Commercial Court Law, as stipulated in Royal Order No. 32 dated 15/1/1350H, encompasses Parts 3 and 4, in addition to the subsequent provisions. The clause referenced in Article 2(d) states: "if the contractor agrees to provide the materials and equipment required for the task." The language referenced in the conclusion of Article 3, which states, "Lawsuits pertaining to real estate and its rental shall not be classified as commercial transactions," is of significance. This provision will come into effect following the formation and operationalisation of commercial courts. The present legislation would revoke Part XIV, titled "Commissions for Settlement of Labour Disputes," of the Labour Law established by Royal Decree No M/51 on the 23rd of August, 1426H (Bureau of Experts at the Council of Ministers, 2017; LexisNexis, 2020). The term "labour court(s)" must be substituted for the term "commission(s) for settlement of labour disputes" - as appropriate - in all other sections of the Labour Law. This provision will come into force with the creation and initiation of labour courts. The present legislation aims to revoke the clauses outlined in the Law of Shari'ah Judiciary Jurisdiction, which was ratified by the High Authority (109) on the 24th of January, 1372H. However, it has been observed that the provisions pertaining to the authentication of contracts, as well as the regulations concerning minutes, records, jurisdictions, and the authorities of clerks and other judicial assistants, will continue to be in effect until the issuance of

appropriate regulations (Bureau of Experts at the Council of Ministers, 2017; LexisNexis, 2020).

According to the International Islamic Fiqh Academy (1417/1996), Islamic arbitration was defined as the mutual agreement between two parties involved in a specific dispute to appoint a third party as an arbitrator (Bureau of Experts at the Council of Ministers, 2017; LexisNexis, 2020). The purpose of this appointment is to resolve their differences through a legally binding decision that adheres to the principles of Islamic Shari'ah (Bureau of Experts at the Council of Ministers, 2017; LexisNexis, 2020).

The Islamic jurisdiction system in Saudi Arabia has significant importance in the administration of justice. The judiciary serves a main role in the implementation of legal rulings and decisions (Sudirman, 2022). These judicial bodies, which were based on Islamic law or Sharia, were responsible for the preservation and explanation of the Quran and Sunnah (the teachings and acts of Prophet Muhammad) in order to inform their decisions. The provisions for making judgments strive to ensure that their decisions were in accordance with the values of justice, equality, and righteousness as outlined in Islamic teachings. The judicial system diligently examines cases, assesses evidence, and engages in careful deliberation over the legal arguments put up by the parties involved (Sudirman, 2022). After a judgment has been made, it becomes the duty of the courts to guarantee its implementation, preserving the integrity and efficacy of the legal framework in Saudi Arabia. The procedure exemplifies the profound interrelation between the legal system and Islamic law, strengthening the dedication to upholding justice within Islamic values (Sudirman, 2022).

Possible challenges or objections from the opposing party:

To ensure the implementation of a national arbitration decision inside the Kingdom of Saudi Arabia (KSA), it is necessary to follow a series of essential procedures. It was important to get a legitimate and conclusive arbitration verdict from a reputable arbitration institution or in compliance with the Saudi Arbitration Law (Altawyan, 2017). Following this, the ruling must undergo notarisation by an appropriately authorised Saudi notary public. In the event of a need, it should be translated into the Arabic language.

meticulously assess the ramifications of the ex parte conversations on the overarching integrity of the arbitration proceedings. It was necessary to evaluate whether this violation posed a potential risk to the integrity and legal effectiveness of the ruling (Ilic, 2017). The enforceability of arbitration rulings plays a pivotal role in delivering a conclusive settlement to the parties involved in a dispute. However, it is equally crucial to preserve the integrity and validity of the arbitration process by adhering to the norms of impartiality and procedural fairness (Ilic, 2017).

Filing the Enforcement Application:

The enforcement of arbitration rulings in Saudi Arabia has been assisted by a well-defined legislative framework that was in accordance with internationally recognised best practices (Dhawan, 2020). The implementation of the 2012 Saudi Arbitration Law by the Kingdom amended in 2023 has greatly enhanced the efficacy of these judgments. The Saudi legal system has a strong dedication to preserving the conclusiveness and validity of arbitration rulings, assuring compliance with contractual responsibilities by all involved parties (Dhawan, 2020). Furthermore, Saudi Arabia's commitment to upholding international accords, such as the New York Convention, serves to strengthen its commitment to respecting and implementing arbitration rulings on a worldwide level. The concurrent dedication to the principles of equity and contractual established Saudi Arabia as a jurisdiction that was advantageous for the resolution of conflicts through arbitration. This provides parties with a dependable and efficient means of safeguarding their entitlements and maintaining the credibility of commercial contracts (Dhawan, 2020). The Arbitration Law of Saudi Arabia, as stipulated in Royal Decree No. M34/1433 (also known as Saudi Arabia Cabinet Decision No. 156/1433) was enacted in 2012. This law draws heavily from the UNCITRAL Model Law. Additionally, the Execution Law of Saudi Arabia, outlined in Royal Decree No. M53/1433 is addressed in Saudi Arabia Cabinet Decision No. 261/1433, which pertains to the approval of said Execution Law.

Saudi Arabia arbitration law was selected to the New York Convention, that has served as the fundamental framework for the implementation of international arbitration judgments among various jurisdictions (LexisNexis, 2023). Consequently, the establishment of reciprocity was critical, ensuring that the issuing country recognises and

quently, while the existing laws in Saudi Arabia do not provide a precise definition of an arbitral ruling, the acceptance and execution of local and international arbitral decisions in the country are governed by distinct legal frameworks and procedural requirements (LexisNexis, 2023). For filing the petition, the party seeks the enforcement which the formal petition, along with the competent information, was there in the Saudi Arab court. However, this petition has included all important details that cover the names of the parties that have been involved in the arbitration agreement and the copy of a ruling (Eyongndi, 2020).

In one of the cases, it has been observed that the task of reconciling arbitration with bankruptcy procedures poses a multifaceted legal problem due to the need to navigate two separates but sometimes overlapping domains of law (Nemade & Kamble, 2023). Arbitration deeds provide a streamlined and effective mechanism for resolving conflicts, while bankruptcy procedures are specifically created to handle the methodological allocation of assets among creditors in situations of financial hardship (Nemade & Kamble, 2023). Achieving a balance between these interests requires meticulous examination of several aspects, such as the specific phase of bankruptcy, the characteristics of the disagreement, and the entitlements and preferences of the individuals impacted by the situation (Nemade & Kamble, 2023). The enforceability of arbitration provisions in contracts within the bankruptcy necessitates thorough evaluation, and in some instances, the insolvency court may exercise jurisdiction over specific issues. To achieve a successful reconciliation between arbitration and insolvency processes, it is essential to adopt a nuanced approach that upholds the aims and legal principles inherent in both domains of law. This approach is crucial for guaranteeing a just and impartial settlement that benefits all parties concerned (Nemade & Kamble, 2023).

Conditions required for enforcement of arbitration ruling in the Saudi Arabian courts:

The Enforcement Law defines a range of prerequisites that must be met for the enforcement of foreign judgments and arbitral ruling within the jurisdiction of Saudi Arabia (Dhawan, 2020). The factors to be considered encompass the assessment of whether the judgment violates Islamic law or public order, such as the unenforceability of interest-based ruling. AdditionalConsidering these disclosures, the tribunal was compelled to

challenges was the invalid arbitration agreement that was claimed about the arbitration agreement that was invalid or it has been unenforceable due to the issues from the consent.

In one of the cases, it was observed that Brick Structures, Inc. and Coaster Dynamix, Inc. collaborated to develop a roller coaster kit that could be built using LEGO bricks (“Brickstructures, Inc. v. Coaster Dynamix, Inc.,” 2020). Brick Structures sued Coaster Dynamics for many violations after a disagreement emerged between the two companies. Coaster Dynamics moved to have the lawsuit dismissed, claiming the joint venture agreement was invalid (“Brickstructures, Inc. v. Coaster Dynamix, Inc.,” 2020). Coaster Dynamics first argued that the case should go to arbitration but eventually dropped that tack. They tried to force arbitration again, but the district court said no since Coaster Dynamics had already waived its right to do so by withdrawing. The court upheld the principle that a contractual right to arbitrate might be relinquished in writing or by conduct. It was determined that Coaster Dynamics renounced its right to arbitration since it abandoned its arbitration argument in favour of litigation (“Brickstructures, Inc. v. Coaster Dynamix, Inc.,” 2020).

Public Policy Exception:

Another obstacle that has been observed in that the opposing party might invoke other public policy that was argued through which the ruling has been violated through different principles of the Saudi public policy.

In one of the cases, it has been presented that FedEx International and ALJ have been involved in a contractual dispute regarding their business relationship in the Saudi Arabian delivery services market. Dubai has been chosen as the arbitration venue under the 2015 amendment to the General Service Provider (“GSP”) contract (“In re Application,” 2019). They also made plans for arbitration to take place in Saudi Arabia as part of a Domestic Service Agreement (“DSA”). An issue arose when TNT Express N.V. was purchased by parent firm FedEx Corp., with ALJ claiming a lack of disclosure. There was a disagreement about what led to the conflict; ALJ blamed FedEx Corp.’s participation and deceptive communications, while FedEx Corp. accused ALJ of providing subpar service. Both sides have started the arbitration process (“In re Application,” 2019). The Saudi Arbitration tribunal denied ALJ’s al-

gations, which were presently being challenged. The DIFC-LCIA Arbitration is set to take place from November 3-9, 2019. Disputes over business acquisitions lay above a background of international contracts and arbitration proceedings in this case (“In re Application,” 2019). The parties reached a legal settlement whereby FedEx agreed to pay ALJ financial compensation for damages and to improve the level of service.

Appeal or Challenge in the Courts:

The arbitration process was within the rights of the opposing party to exercise the choice of contesting the ruling within the judicial system of Saudi Arabia (“In re Application,” 2019). The implementation of this course of action may potentially provide a significant obstacle within the enforcement procedure (“In re Application,” 2019). The issue mentioned above can result in time delays, as the court will be required to thoroughly examine the subject prior to arriving at a conclusive determination. This strategy functions as a supplementary legal measure that has the potential to influence the duration of the settlement process for the conflict (“In re Application,” 2019).

In this case, the Plaintiff, Ramesh Cheruvath, who is a resident of Saudi Arabia, initiated legal proceedings against the Defendants, Sea Dream Yacht Club, Inc. and Sea Dream Yacht Club Limited Corporation, which are incorporated in Florida and the Bahamas, respectively (“In re Application,” 2019). The disagreement originates from two contractual agreements that pertain to the chartering of a cruise ship. These agreements include arbitration clauses that stipulate the application of Norwegian law and the conduct of legal procedures in Oslo, Norway. The plaintiff contests the legitimacy of both agreements, but the defendants assert the need for arbitration in accordance with the conditions outlined in those agreements (“Cheruvath v. Seadream Yacht Club, Inc.,” 2020). The court, based on its analysis of diversity jurisdiction and federal issue jurisdiction pertaining to the Federal Arbitration Act (FAA), partially granted and partially refused the Defendants’ Motion to Dismiss and Compel arbitration (“Cheruvath v. Seadream Yacht Club, Inc.,” 2020). The plaintiff is obligated to present their claims for arbitration, as stipulated by the applicable legislation and venue outlined in the agreements. Furthermore, the request to suspend the process of gathering evidence, known as the motion to stay discovery, is considered One of the

Invalid Arbitration Agreement: Subsequently, it is necessary to apply to the relevant Saudi court for the purpose of obtaining recognition and execution of the ruling mentioned above (Altawyan, 2017). Afterwards, the court will undertake a comprehensive examination of both the application and the ruling in question. If the conditions specified in the Saudi Arbitration Law are satisfied, the court will proceed to issue an order for enforcement (Altawyan, 2017). Consequently, the order shall be duly served to the opposing party, formally apprising them of the commencement of the enforcement actions. If the opposing party fails to cooperate willingly, the enforcing party has the option to seek the court's intervention in implementing the ruling from suitable legal methods (Altawyan, 2017). The procedure guarantees the proper enforcement of national arbitration judgments within the legal framework of the Kingdom of Saudi Arabia

Procedural Irregularities:

One of the most important things that has been done to maintain the fairness and integrity of the arbitration process is the detection and correction of procedural anomalies that have occurred. What's more, we can learn from past incidents when such discrepancies were crucial. These takeaways highlight the significance of robust procedural protections, strict respect to due process, and the need that arbitrators keep any inconsistencies that might threaten the validity of a decision in mind. The case of Monaco De Reassurances S.A.M. ("Monde Re") v. Nak Naftogaz of Ukraine and Ukraine is now before the United States District Court for the Southern District of New York for review of an appeal filed by the reinsurer Monde Re. Monde Re successfully enforced a judgement in its favour by using a pair of June 10, 1958, treaties: the Foreign Sovereign Immunities Act and the Convention on the Recognition and Enforcement of Foreign Arbitral Ruling. The lawsuit was dismissed by the district court, however, due to forum non conveniens. The court upheld the lower court's ruling, emphasising once again that forum non conveniens analysis is nonetheless applicable even when the Convention on Arbitral Ruling is involved. The court ruled that public and private interest factors supported dismissal, and that Ukraine was a suitable alternative venue (Altawyan, 2017).

In the case of arbitration, the lawsuit filed by Maysoun Abudayyeh against Envoy Air, Inc. involves allegations of Illinois's Biometric In

formation Privacy Act (BIPA) violation ("Abudayyeh v. Envoy Air, Inc.," 2021). Abudayyeh, who formerly worked as a Passenger Service Agent for Envoy, claims that the firm unlawfully collected her biometric identifiers without adhering to the necessary compliance measures. In 2015, Envoy introduced an attendance-tracking system that used fingerprint and handprint recognition technology. Abudayyeh initiated legal proceedings on her own behalf and on behalf of a possible group of Envoy workers, alleging breaches of the Biometric Information Privacy Act (BIPA). The defendant, Envoy, filed a motion to dismiss the lawsuit on the grounds of insufficient subject-matter jurisdiction as per the Railway Labour Act (RLA) and pre-emption by the Airline Deregulation Act of 1978 (ADA). The court rendered a decision in favour of Envoy to some extent, rejecting claims under the Biometric Information Privacy Act (BIPA) that were filed after June 29, 2016, on the grounds of insufficient jurisdiction over the subject matter. However, the court permitted claims that were initiated prior to the implementation of the Illinois General Assembly's Public Act 99-690 (IGP) to go forward. This case highlights the complex legal aspects pertaining to the rights of biometric privacy and the jurisdictional factors that must be taken into account in such circumstances ("Abudayyeh v. Envoy Air, Inc.," 2021).

The plaintiffs in the legal matter of Al-Waleed Khalid Abu Al-Waleed Al Hood Al-Qarqani et al. v. Saudi Arabian Oil Company sought to enforce an arbitral judgment that an Egyptian arbitration panel had issued ("Al-Qarqani v. Saudi Arabian Oil Company," 2021). The issue centred on the rights that were claimed based on agreements established in 1933 and 1949 between Standard Oil of California, the Kingdom of Saudi Arabia, and the Arabian American Oil Company ("Al-Qarqani v. Saudi Arabian Oil Company," 2021). The court's ruling established that the defendant, Saudi Arabian Oil Company, being classified as an instrumentality of a foreign state, is entitled to the protection of sovereign immunity as prescribed by the Foreign Sovereign Immunities Act. The presence of this immunity resulted in the federal courts lacking jurisdiction over the case. As a result, the court invalidated the judgment made by the district court and directed it to dismiss the matter due to insufficient jurisdiction ("Al-Qarqani v. Saudi Arabian Oil Company," 2021). This case has highlighted the importance of sovereign immunity in legal proceedings against foreign nations and their entities.

ability of arbitration rulings and emphasises their ability to have concrete legal ramifications (“Law of Arbitration,” 2012).

Alternative Dispute Resolution:

Saudi Arabia has made progress in adopting alternative dispute resolution (ADR) processes as a means to improve their legal framework. Within the ADR framework, mediation and conciliation have developed as key elements (Vidmar, 2019). These methods provide involved parties the chance to settle their problems harmoniously, with the help of an impartial mediator. Mediation, as an example, promotes the practice of open dialogue and discussion, promoting the achievement of a settlement that is mutually acceptable to all parties involved.

Simultaneously, conciliation prioritises the facilitation of discussion and the promotion of understanding among parties involved in a dispute. In addition, the interplay between arbitration and other alternative dispute resolution ADR processes has significant importance within the legal framework of Saudi Arabia (Vidmar, 2019). Whereas, in the disagreement, the parties were concerned that they might choose to pursue arbitration, mediation, or conciliation as alternative methods of resolving their conflict, into the specific characteristics and intricacies of their situation (Mladenov, 2023). The dynamic interaction described has enabled a customised method of resolving disputes, accommodating the distinct requirements of the participating parties (Mladenov, 2023). In accordance with the Saudi Arbitration Law, arbitration ruling was granted the same level of power as court rulings.

Additionally, results resulting from mediation and conciliation processes may enforced through suitable legal means (Mladenov, 2023). In ADR, in accordance with Rule 12(b)(1) from Saudi Arbitration Law, a court was obligated to dismiss a case if it does not possess subject matter jurisdiction. By adopting this approach, the court has the authority to include additional uncontested facts from the record in the complaint or to include both undisputed facts and the court’s determination of disputed facts.

Article 2 of Saudi Arabia’s arbitration law states that the law’s provisions apply to any arbitration, whether it’s held in the Kingdom or is an international commercial arbitration held elsewhere, regardless of the nature of the legal This

relationship at issue. The parties to the arbitration agree that the applicable laws and regulations shall govern the proceedings. This is in addition to the rules established by Islamic law and any international treaties to which the Kingdom is a signatory.

Implications for Attracting International Investments:

The Arbitration Law, as delineated in Articles 40, 46, and 51, prescribes precise timetables and protocols governing the arbitration proceedings within this jurisdiction. The requirement specifies that an arbitral tribunal was obligated to provide its ultimate decision within 12 months from the commencement of the legal procedures (Koleilat-Aranjo et al., 2022). This timeframe may be extended by a maximum of six months, subject to the agreement of all parties involved. In instances when a substitute arbitrator is required, an extension of 30 days is provided for the issuance of the final decision (Koleilat-Aranjo et al., 2022). According to Article 46, it is permissible for the involved parties to request clarification on any uncertainties included in a ruling within 30 days subsequent to its issuance. In turn, the tribunal is obligated to respond within a comparable timeframe. To contest the legitimacy of the ruling, it is necessary to raise any challenges within a time frame of 60 days from the date of its issue (Koleilat-Aranjo et al., 2022).

The importance of arbitration agreements between the Agent and the Principal in settling possible engagements was underscored in Article 26 of this legislation (Koleilat-Aranjo et al., 2022). This has been indicated that the restrictions that were established in the statute will not have any impact on such agreements. Moreover, it was explained that arbitration procedures were often conducted within the jurisdiction of the State unless both parties voluntarily agreed to choose another site (Koleilat-Aranjo et al., 2022). Significantly, if any party elects to commence arbitration subsequent to the Committee’s issuance of a decision within the designated challenge period, the decision rendered by the Committee will be rendered null and void without any impact or repercussions. An exception is granted for contracts pertaining to Commercial Agencies, wherein conflicts that were already under examination by the Committee or the appropriate courts prior to the formal publication of the legislation are not subject to the rules outlined in this article.

leirrelevant, resulting in the dismissal of the case without any limitations on future litigation and its subsequent closure (“Cheruvoth v. Seadream Yacht Club, Inc.,” 2020).

Factors in Ruling Enforceability Review:

In Saudi Arabia, the court considers considerations while assessing the enforceability of an ruling (“Cheruvoth v. Seadream Yacht Club, Inc.,” 2020). The factors have been considered with both procedural and substantive prerequisites as stipulated by the legal framework in Saudi Arabia, that was relevant international treaties or conventions, the degree to which the ruling aligns with public policy and local legal principles, and the fairness and impartiality of the arbitration process (Zeller & Leon, 2019). Furthermore, the court may also take into account factors such as the credentials of the arbitrators and any possible conflicts of interest they may have, as well as the clarity and consistency of the ruling (Zeller & Leon, 2019).

The Arbitration Theory and Practice have contributed significantly to the understanding of the complex procedure of construction arbitration. A comprehensive analysis of the attitudes and practices of arbitrators associated with the American Arbitration Association (AAA), which specialises in resolving construction disputes (Thompson & Supina, 2020). The aim was to reveal the theoretical and methodological frameworks that inform the decision-making process of arbitrators. Through a meticulous examination of their methodologies for resolving intricate disputes in the realm of construction, this study enhances our understanding of the dynamics of arbitration within the construction sector (Thompson & Supina, 2020). The comprehensive analysis of this subject matter offers advantages not only to legal professionals who were dealing with the complexities of construction disputes. Whereas, in construction arbitration, we will find this study to be of great significance in acquiring a comprehensive comprehension of the current practices and concepts that govern this field (Thompson & Supina, 2020).

Judicial Review and Procedure:

The presence of judicial review and procedural mechanisms significantly influenced the execution of arbitration rulings (Murphy, 2010). The procedure often commences with a comprehensive evaluation of the enforcement appli

cation presented by the party aiming to execute the decision. This examination guarantees that all legal and procedural prerequisites were fulfilled, and that the application follows the relevant laws and regulations (Murphy, 2010). Following this, hearings were arranged, giving both parties a chance to submit their views and facts on the implementation of the ruling. The hearings have played a leading role in providing a significant platform for each side to express themselves in meaningful debates, facilitating an equitable and thorough assessment of the issue at hand (Murphy, 2010). After the hearings, the court engages in a process of careful consideration regarding the submitted arguments and facts, subsequently rendering a decision in the form of an enforcement order. This order serves to formally authenticate the arbitration result and bestows upon it the same status and impact as a judicial decision. The rigorous and systematic nature of this procedure guarantees that enforcement determinations are carried out with transparency and adherence to legal principles, preserving the integrity and efficacy of arbitration as a means of resolving disputes (Murphy, 2010). The adaptation and implementation of court processes in arbitration have shown significant interest and intense debate for a considerable time (Jalet, 1959). This assertion was especially true in relation to the use of arbitration as a means of resolving labour-management conflicts (Jalet, 1959). It was often argued, particularly by legal professionals, that the shortcomings seen in arbitration processes may be linked to arbitrators’ inadequate utilisation of legal procedures throughout the arbitral process (Jalet, 1959).

Chapter 7 of the Saudi Arbitration Law has shown the importance in relation to the authority and execution of arbitration rulings (“Law of Arbitration,” 2012). The power granted to an arbitration decision, in accordance with the stipulations set out in Article 52, is comparable to that of a court judgment. The arbitration judgments enhance their standing, giving them significant influence and reliability in judicial procedures. Furthermore, it should be noted that these ruling are not just symbolic but rather hold the fundamental attribute of being legally binding and capable of being enforced (“Law of Arbitration,” 2012).

This provision reinforces the effectiveness and strength of arbitration as a tool for resolving disputes within the legal framework of Saudi Arabia. This statement highlights the enforce-

whether the provision necessitates the inclusion of self-guided negotiation, mediation, or arbitration, specific parameters must be explicitly articulated. As an instance, an alternative dispute resolution (ADR) clause may necessitate the provision of notice upon the occurrence of a disagreement. It is conceivable that one party holds the belief that a conflict exists, but the other side perceives no issue whatsoever (Crestpoint University, 2024). This discrepancy in perception is the reason why these provisions often need the unhappy party to promptly notify the other party about their concerns and their decision to pursue ADR (Crestpoint University, 2024).

The implications for the enforcement have encompassed the potential decrease in transaction costs associated with resolving disputes through ADR methods, as these processes are believed to be more cost-effective and expeditious compared to traditional court proceedings. Additionally, ADR is thought to generate resolutions that align more effectively with the underlying interests and needs of the parties involved and may enhance compliance with the terms of the resolution after it has been reached.

Discussion:

It has been implicated that to enforce the arbitration law in Saudi Arabia, many aspects need to be considered as this has included legal framework and arbitration and agreement. Ruling Submission to a Competent Court was another aspect that has been considered in which the party to an arbitration want their ruling that has created an effect through an enforceable judgement (Crestpoint University, 2024). This has been required by petitioning the court to confirm the ruling. However, the petition needs to be filed which there was no later than four years after the arbitration ruling that has been issued (Crestpoint University, 2024). The time limit for ruling submission was presented in the clause specified in Article (48) of the arbitration legislation grants the right to each party engaged in arbitration to request an extra ruling, even subsequent to the expiration of the first-time limit designated for arbitration ("Law of Arbitration," 2012). The request above must be submitted within thirty days commencing from the date of receipt of the first arbitral ruling ("Law of Arbitration," 2012). The tribunal is, after that, obligated to evaluate the petition and render the supplementary ruling within a prescribed timeframe of sixty days from The

date of its filing. In situations where the tribunal determines it to be essential, this time frame may be extended by an additional thirty days ("Law of Arbitration," 2012). It was of maximum importance that the opposing party be properly informed about these petitions, and this notification should be submitted to the address given in the first arbitration ruling prior to its submission to the arbitration panel. The inclusion of this clause intends to guarantee that any claims that were not included in the first judgment may still be considered, enhancing equity and comprehensiveness in the arbitration procedure ("Law of Arbitration," 2012).

Another aspect that has been observed has included that was confirmation proceedings in which different aspects have included the significance of impartiality and absence of any conflict of interest in the selection of an arbitrator that has been underscored in Article (16) of the arbitration legislation in Saudi Arabia ("Law of Arbitration," 2012). Furthermore, it was required that the arbitrator freely disclose any facts that might potentially raise concerns about their impartiality or independence. The need to provide this disclosure in written form commences at the individual's appointment. It persists during the whole of the arbitration proceedings unless the parties have previously been apprised of the facts, as mentioned earlier. According to Article 17(3), if a petition for disqualification is filed with the arbitration panel, the arbitration procedures will be temporarily halted ("Law of Arbitration," 2012). It is important to note that appealing against the tribunal's decision to dismiss the disqualification petition would not lead to any further suspension of the ongoing proceedings ("Law of Arbitration," 2012).

Furthermore, Article 18(1) establishes a procedural framework for resolving instances in which the actions of an arbitrator result in unwarranted prolongation of the arbitration proceedings. In instances of this kind, should the arbitrator neglect to disqualify themselves and the parties concerned are unable to achieve a mutual agreement on dismissal, the competent court has the jurisdiction to remove the arbitrator at the request of any party ("Law of Arbitration," 2012). Significantly, this judicial ruling was not inclined to be challenged, guaranteeing prompt resolution in instances of arbitrator misconduct or lack of action. Collectively, these publications emphasise the significance of maintaining impar

search emphasises the importance of arbitration agreements and outlines criteria and exemptions for their use in resolving conflicts between agents and principals (Koleilat-Aranjo et al., 2022). The Saudi Arabian Enforcement Law provides a clear framework for implementing national arbitration rulings. The first step is getting an exequatur, a court order recognising the arbitral judgement. Enforcement bodies like the Riyadh Chamber of Commerce and Industry settle commercial issues. The prize's conformity with Saudi Arabia's national policy is vital to this process (Ferreira et al., 2022). The procedural soundness and jurisdiction of arbitrators must be assessed due to the possibility of objections to measures. To ensure effective enforcement, parties must consider the debtor's residence and carefully examine asset attachment. The Kingdom of Saudi Arabia's adherence to international accords, especially the New York Convention, helps it recognise and enforce foreign arbitration rulings (Sweify, 2021). To properly execute national arbitration judgements in Saudi Arabia, one must traverse the legal context and cultural and legal nuances.

Mediation and Conciliation in Saudi Arabia:

New legislation in Saudi Arabia has the potential to boost the mediation process and increase the efficacy of mediators in the nation (Alshallali, 2023). These standards may serve as a critical foundation to regulate and simplify mediation proceedings, offering a clear and consistent route for settlement. By creating criteria that cover many elements of mediation, such as secrecy, impartiality, and the role of mediators, the new laws may inspire more trust and confidence in the process (Alshallali, 2023). Additionally, this may help the professional growth of mediators, giving out clear standards for their behaviour and expertise (Alshallali, 2023). This, in turn, was likely to attract a better grade of mediators and promote more effective results in a broad variety of disputes, from commercial and legal problems to family and communal conflicts. However, this legislation signifies a positive step in establishing a more robust and credible mediation environment in Saudi Arabia (Alshallali, 2023).

In one of the cases, it has been observed that a lawsuit against Amerijet International, Inc., the International Brotherhood of Teamsters ("IBT") filed a petition in the United States District Court for the Southern District of Florida to compel arbitration of two separate sets of disputes with the company ("International Broth-

erhood of Teamsters v. Amerijet International, Inc.," 2015). However, the district court allowed Amerijet's move to dismiss Counts I, II, and III of IBT's case on the grounds that it lacked subject-matter jurisdiction over IBT's claims. IBT challenged the district court's rulings on two main grounds: first, that nine unresolved grievances were "minor disputes" as defined by the Railway Labour Act ("RLA"), and second, that the RLA could not be applied extraterritorially, thereby precluding jurisdiction over grievances arising from Amerijet's operations in Port of Spain, Trinidad ("International Brotherhood of Teamsters v. Amerijet International, Inc.," 2015). Since Amerijet operates as a freight airline and common air carrier subject to RLA regulations, this legal struggle arose because IBT is the only representation of Amerijet's pilots and flight engineers. In this instance, two identical collective bargaining agreements ("CBAs") were in effect, each of which established a series of procedures for resolving grievances between the parties ("International Brotherhood of Teamsters v. Amerijet International, Inc.," 2015). In the event that these measures fail to resolve the conflict, the parties might next resort to arbitration. In light of these developments, the Court of Appeals overturned the District Court's earlier finding and sent the matter back for additional consideration in light of this new interpretation ("International Brotherhood of Teamsters v. Amerijet International, Inc.," 2015).

Implications for Enforcement of ADR Outcomes:

Contracts often have ADR provisions to delineate the specific aspects through which the involved parties would pursue settlement in the event of a disagreement. Although arbitration is often used as a kind of ADR clause, other methods like mediation, settlement conferences, and facilitation might also be required (Crestpoint University, 2024). The purpose of these provisions is to expedite dispute resolution and maintain the contractual relationship without resorting to expensive and time-consuming litigation. Given the inherent impossibility of accurately predicting all potential disputes that may arise within a contractual agreement, the inclusion of an ADR provision serves as a proactive measure for effectively addressing and resolving such issues in the future (Crestpoint University, 2024).

ADR provisions to possess enforceability, they must include all essential information; re-

8-The process of enforcing arbitration rulings should contribute to improving the business environment, by guaranteeing the rights of local and international investors to obtain quick and effective enforcement of arbitration rulings, which enhances investor confidence and encourages them to invest more in the Kingdom.

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the tiality and efficiency among arbitrators in the arbitration proceedings conducted under the legal framework of Saudi Arabia (“Law of Arbitration,” 2012). Compliance with the Arbitration Center’s Rules has been enclosed in which the obligation has been imposed on the parties (Tabbara, 2022).

Conclusion:

The main findings and recommendations are as follows:

The most important results:

1. The new Saudi Arbitration Law of 2023 is an important step in organizing the arbitration mechanism in the Kingdom, as it aims to facilitate procedures and achieve justice between the parties. However, it is noted that the actual implementation of arbitration rulings faces some challenges related to judicial procedures and the lack of quick response in some cases.

2. The Kingdom of Saudi Arabia follows the New York Convention of 1958, which guarantees the enforcement of arbitration rulings at the international level. This commitment strengthens the Kingdom’s position as an arbitration center in the region, but it also requires improving some aspects of local legislation to speed up enforcement procedures and ensure standardization.

3. It is noted that the rate of improvement in cooperation between local courts and arbitration bodies, and the speed of implementing arbitration bodies’ rulings, has increased.

4. With the increasing use of modern technologies in arbitration procedures, it has become necessary for the Kingdom to keep pace with this trend to increase the speed and efficiency of judgments, such as using electronic systems to submit applications and follow up on the progress of procedures.

5. There are procedural requirements for arbitration, which are related to how the dispute is submitted to arbitration, the language used, the system governing the sessions, the place of arbitration, how the facts are recorded, the question of the publicity of the sessions, the provisions of the suspension and interruption of the proceedings, and the arbitration proceedings as reconciliation, abandonment, or judgment.

abandonment of the arbitration dispute in any way results in the cancellation of all arbitration proceedings and the expiration of the litigation, but the original right continues to exist despite the expiration of the litigation and is not extinguished by its abandonment in any way whatsoever, and therefore the applicant can start arbitration proceedings as long as the original right is not extinguished by the statute of limitations or the expiration of the arbitration order.

Recommendation:

1- Judicial procedures related to the enforcement of arbitral rulings should be simplified, including reducing the time taken to recognize and enforce the ruling. By setting clear timelines for courts to complete procedures related to the enforcement of arbitral rulings.

2- Clarifying public order standards, it is important to clarify public order standards in the Kingdom more precisely, and to specify the situations in which refusal to enforce arbitration rulings is allowed, to ensure that they are not used as a pretext to delay enforcement.

3- Enhance cooperation between courts and arbitral tribunals and provide advanced legal training for judges and arbitrators on how to deal with arbitral rulings, especially regarding their recognition and enforcement in the Kingdom’s courts.

4- Saudi Arabia should ensure that its domestic laws are compatible with international standards to speed up the processes of recognizing and enforcing international arbitration rulings.

5- Introducing new technologies to improve procedures and adopting modern technologies such as the Electronic Arbitration Management System (EAMS), which facilitates remote follow-up of enforcement procedures and improves transparency and efficiency in the process.

6- We recommend the establishment of courts specialized in the enforcement of arbitration rulings, so that these courts are qualified to deal with arbitration cases efficiently and quickly, which enhances the credibility of the judicial system in the Kingdom.

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