

Arbitration in Kingdom of Saudia Arabia and Malaysia (Recent Developments)

Dr. Mohammad Khaled Halawani, Assist. Prof. Dr. Muhammad Naim Omar

Post-Doctoral Fellow, Research Management Centre, Ahmad Ibrahim Kulliyyah of Law, Department of Islamic Law, International Islamic University Malaysia (IIUM).
Ahmad Ibrahim Kulliyyah of Law, Department of Islamic Law, International Islamic University Malaysia (IIUM)

Article Info

Volume 83

Page Number: 836 - 844

Publication Issue:

May-June 2020

Abstract:

There is a need for a quick and effective resolution for economic and commercial development when a dispute arises. Both Malaysian legislative authority and the Saudi lawmakers adopted procedures resulted in a series of regulations in promoting the legal system related to arbitration law in both countries. Hence, the observer of the legal system and of arbitration law in Saudi Arabia and Malaysia witness a distinct progress. This progress distinguished during new developments in the trade and economic that Saudi Arabia and Malaysia are experienced in all public and private sectors that requires an appropriate mechanism for dispute settlements, with taking into consideration that the new arbitration in Saudi and Malaysian legal systems arbitration act are subject to the UNCITRAL Model law. The establishment of the Saudi Center for Commercial Arbitration to improve the status of foreign and local investment is considered among the developments of arbitration in Saudi Arabia, of which going through the commercial dispute resolution. Malaysian legal system characterised by flexibility due to the existence and affective arbitration centers for economic and commercial dispute resolution in the country

Article History

Article Received: 11 August 2019

Revised: 18 November 2019

Accepted: 23 January 2020

Publication: 09 May 2020

Keywords: *Ambition in Kingdom, Developments, Effective Resolution for Economic*

I. INTRODUCTION

Arbitration is the one of most important modern judicial means and methods for the settlement of any dispute arises between the parties. Expanding of these judicial means in the areas where they are applicable has become a substantial issue of which an important in economic and commercial development whether at domestic or international or regional level. The issue of arbitration also took place in the different political and economic positions of several countries where it gave the matter a great care and supported national institutions to expand its scope to include all disputes resolution arises in commercial transactions.

Despite of the development in establishing of this alternative dispute resolution, and the extent of the

scope of law, the progress carried out on arbitration and its broad points of view were connected to the advancement of jurisdiction. Arbitration has lately become the prominent and most preferred means that parties rely refer to it for settlement dispute, especially that transaction connected to trade and commercial transaction.

Arbitration have proven its efficiency and superiority in settling the dispute, and managed to maintain a rebuttable occurring. No country can ever neglect to adopt it as alternative methods of disputes resolution. Regional and international centers have even codified rules for this purpose, and then it has become a core for disputing a resolution through arbitration between nations and individuals.

There is no surprise that the recent developments occurring related to arbitration in both Saudi and

Malaysia has significantly proved the increasing developments of arbitration in their legal systems.

Arbitration witnessed constant and observable developments whether in domestic, regional and international level, where it became a legal method for commercial dispute resolution. In this regard, the United Nation General Assembly have established the United Nations Commission on International Trade Law in 1996, (UNCITRAL) with the aim to harmonise international trade rules and regulations, where has set forth the UNCITRAL rules on arbitration in 1976 which were amended in 2010, and it then established the commission charged with this in 1985. The UNCITRAL Model Law on arbitration has been amended in 2006, and has elicited the basic law on arbitration and its procedural methods in comparison with other modern rules of arbitration.

II. ARBITRATION IN SAUDI ARABIA AND THE RECENT DEVELOPMENTS

Essentially there is a need to alternative means for dispute resolution whether this dispute is economic, financial, or commercial dispute. In Saudi Arabia, the regulatory bodies and authorities started to give great attention to arbitration through issuing a set of rules and regulations on arbitration.

This first law adopted in Saudi Arabia that provides rules on arbitration was the Law of Commercial Court in 1350h, 1931, which includes provisions govern the issue of arbitration. In 1389h, 1969. The first law adopted in Saudi related to labour was enacted earlier in which also includes provisions related to arbitration considering it as the most efficient mean for resolving the dispute related to labour. Meanwhile, the Saudi regulatory bodies realised that there is need to meet the recent rapid economic and financial developments in Saudi Arabia, accordingly, the Saudi arbitration law of which primarily enacted in 1403h, 2012, as a new law of arbitration, however, the Saudi has recently been enacted a new arbitration law which is called the new Saudi arbitration law which is based on the UNCITRAL Model Law.

The need for an effective resolution of commercial dispute was for long time, and that is why a recent arbitration law recognised in Saudi Arabia. The judicial authority has taken some steps that resulted in a series of regulations on arbitration.

In 1350h, 1931g, the Law of Commercial Court was adopted in Saudi Arabia which provides provisions that governs arbitration. In 1389h, 1969, the Saudi Law of Labour likewise pointed out to arbitration to be considered as a mean for resolving labour dispute. The Saudi enacted the first new arbitration law in 1403h, 1973 as a step to fulfill the demands of the rapidly growing of economy in the country. In recent years, the Saudi adopted the latest version of the arbitration law which is based on the UNCITRAL Model Law.

III. RECENT DEVELOPMENTS OF ARBITRATION IN SAUDI ARABIA

Arbitration in Saudi Arabia has witnessed real reforms since 2012 when Saudi Arabian regulatory body enacted a new arbitration law to replace the old arbitration laws. The Saudi arbitration law enacted by royal decree No (34/M) which came to effect on 7th July 2012 has positively affected arbitration in Saudi Arabia by bringing a number of resolutions with modern reforms.

In general, this new law of arbitration is based on the UNCITRAL Model Law with some modifications to ensure its consistency with the culture and traditions of the people of Saudi Arabia which abides by principles of Islam law. Under the economic and financial developments and the extent of investments in the kingdom, the new Saudi law of arbitration represent itself as an alternative mean for dispute resolution in commercial and any economic and financial transaction, to bring the Saudi in line with recent economic and financial development. The new Saudi law of arbitration stands in line with the progress in arbitration in general, whereas it is in harmony with the UNCITRAL Model Law which is considered a standard for arbitration in all developed and other countries. This law is landmark advancement in arbitration in Saudi Arabia. Another

recent development in the arbitration in Saudi Arabia is going through with the establishment of arbitration center in the country, and the attempts made to improve foreign and local investments. The Council of Ministers have issued the decision No (257) in 1435-2014 to establish the Saudi Center for Commercial Arbitration, and the center has been establish for this purpose.

IV. SAUDI CENTRE FOR COMMERCIAL ARBITRATION (SCCA)

The center was establish by ministerial Decree No.257, dated 1435H, 2014 to administer arbitration proceedings in civil and commercial dispute when parties agree to refer their dispute to the SCCA, in accordance with regulations and judicial principles of civil and commercial procedure in force in Saudi Arabia. However, the SCCA has no power and jurisdiction on the issues or dispute arise related family, administrative, criminal disputes, and other issues excluded from SCCA jurisdiction. The center provides an Alternative Dispute Resolution services (ADR), including arbitration and mediation. SCCA services are provided in accordance with international and professional standards in Arabic and/or English.

The center also provides users with professional services by staffs trained at American Arbitration Association (AAA) and International Center for Disputes Resolution (ICDR), and the latest technology methods and facilities that contribute to the rapid and effective settlement of domestic and international commercial dispute. The establishment of the center was motivated by a desire to encourage investors and investments in Saudi Arabia since arbitration is considered as preferred means for dispute resolution.

SCCA's goal is to create a safe environment that attracts both foreign and domestic investment to Saudi Arabia by eliminating obstacles and difficulties, and to secure investors' capital. The center has created rules inspired by UNCITRAL

Arbitration Rules with clear, concise, and efficient dispute resolution proceedings.

Arbitration under SCCA Arbitration Rules is a formal procedure as of the arbitration tribunal which renders binding awards. The decisions taken by the center are enforceable pursuant to both domestic arbitration law and international treaties such as the 1958 New York Convention. In keeping with the approach adopted by many of the world's premier arbitral institutions, SCCA Rules define a structured, institutional framework intended to ensure transparency, efficiency and fairness in the process of arbitration.

SCCA Rules adopt the best practice standards of leading international arbitral institutions, particularly AAA-ICDR and respond to the needs of modern international trade practices. These innovations include the availability of emergency arbitration proceedings for cases which demand instant solutions. SCCA have been drafted to be consistent with the current Saudi Arbitration Law issued in 1433H, 2012, which is also based on UNCITRAL Arbitration Rules.

The center has the Expedited Procedure Rules Appendix , in force as of October 15, 2018- Safar 6, 1440 which provides parties with a fast track, simplified and reduced cost proceedings. The expedited proceedings shall apply in any case where the aggregate amount in dispute does not exceed 4,000,000 SAR exclusive of costs of arbitration whereas if the arbitration agreement was concluded after October 15, 2018. All of this indicates the extent of the notably recent developments of arbitration in Saudi Arabia.

V. COMPARISON BETWEEN SAUDI NEW AND OLD ARBITRATION LAW

The new law of arbitration came to be critical of the weaknesses contained in the old law of arbitration which the new law have modified whether these shortcomings are related to procedures or public principles of domestic and international arbitration while maintaining its consistency with Islamic principles.

The arbitration agreement in the old arbitration law was briefly stated that "it may be agreed to resort to arbitration with regard to a specific, existing dispute, and it may also be agreed beforehand to resort to arbitration in any dispute that may arise as a result of the execution of a specific contract". While Article 9 in the new law of arbitration came to mention several issues related to the arbitration agreement as it is considered the base depending on which arbitration could be made clear, which is important to direct the disputants.

The above mentioned Article is giving a clear idea of the new form of adoption being added by the Saudi judicial system demonstrating the quality of arbitration agreement which is well-written in a way that consists with the arbitration agreement and the requirements of modern time, which relies heavily on the electronic media. The arbitration agreement adoption mechanism in the 1983 Law of Arbitration was referred to in Article 5 which states that "parties to a dispute shall file the arbitration agreement with the authority originally competent to hear the dispute, and the said agreement shall be signed by the parties or their officially delegated and by the arbitrators, and it shall state the subject matter of the dispute, the names of the parties, names of the arbitrators and their consent to have the dispute submitted to arbitration. Copies of the documents relevant to dispute shall be attached".

One of the main criticisms of the 1983 arbitration law is that, it never mentioned international arbitration, parties to the agreement may resort to arbitration outside Saudi Arabia, and was not stated in the old law of arbitration, but the new arbitration law in Article 3 states that clearly that "under this law, arbitration shall be international if the dispute is related to international commerce".

Conditions required by the arbitration council are the same between the two laws as for eligibility and good conduct, but the new amended law states that the arbitrator be a holder of at least Sharia or Law. If the arbitration tribunal is composed of more than one

arbitrator, it is sufficient that the chairman meet such requirement according to the Article 14.

When referring to Articles 9,10,11,12,13,14, and 15 of the 1983 law of arbitration, proceedings stated in these starts by approving to the arbitration agreement by the competent authority to hear the dispute in coordination with the secretary of the competent authority originally authorised to hear the dispute, the clerk of the competent authority shall be in charge of notifying the parties of the arbitrators' decision to hear their dispute by their own consent or as an offer to do so, police department shall be in aid of the competent authority in assuming its duty.

The old arbitration law also stipulates that arbitration proceedings should be introduced in Arabic Language, and it did not provide the right to the disputants to choose the place of arbitration as the arbitration committee normally meet with the judicial competent authority to hear disputes in the venue where they are in competence to arbitrate.

As for the new law of arbitration, the regulator gives permission to both disputants to agree upon proceedings taken by the arbitration committee, and it states their right to submit arbitration proceedings by virtue of regulations in force to any arbitration organisation, center, or agency in Saudi Arabia or abroad as long as these proceedings abides by the Islamic rules. If there is no such agreement between the parties, the arbitration committee may decide procedures as it deems fit and without prejudice to Islamic Sharia. The arbitration proceedings shall start on the day one of the arbitrators receives a request for arbitration sent to it by another party to arbitration unless otherwise agreed upon by both parties to arbitration.

Additionally, the new law of arbitration is more flexible as for reports drafting and validities in comparison with the previous law, the new law offers several means of notification. Reports made and submitted to the arbitration tribunal by either party to arbitration and shall be sent to the other party to his specified address or they may give authority to one another to write reports. Another advantage of the new arbitration law that it allows

the parties to agree upon the venue of arbitration within Saudi Arabia or abroad, and it also gives the parties freedom to agree upon specified proceedings, arbitration shall mainly be concluded in Arabic, but the Saudi judicial system made it permissible for parties to arbitration to agree on another language.

Appeal to arbitration award was briefly stated in 1983 law of arbitration, as it does not mention its mechanism or cases in which the award may be appealable, it even did not state that an arbitration award may be nullified. The only thing that Saudi regulator referred regarding this matter is that objection to the award of arbitrators shall be decided by the competent authority originally to hear the disputes. However, the new law of arbitration inspires the UNCITRAL Model Law as to not admitting any action to nullify by any means of appeal an arbitration award before any jurisdiction, except for an action to nullify an arbitration award filed in accordance with the provisions of this law.

Article 8 of the new arbitration law provides for issues concerning jurisdiction to consider an action to nullify the arbitration award and matters referred to the competent court in pursuant to this law which shall be for the court of appeal originally deciding the dispute. In case that arbitration affects the international commerce within Saudi Arabia or abroad, the court of appeal originally deciding the dispute in the city of Riyadh shall have jurisdiction, unless the two parties to the arbitration agree on another court of appeal within Saudi Arabia

VI. ARBITRATION IN MALAYSIA AND THE RECENT DEVELOPMENTS

The history of the arbitration law in Malaysia is traced to the Arbitration Ordinance (13) in 1809 which was applicable to all Indian-controlled Straits Settlement of Penang, Malacca, and Singapore. Rules of the arbitration ordinance remained in force for 150 years before they were replaced by the Arbitration Law dated 1952 (Law 94). The 1952 Arbitration Act in Malaysia was an annex to the 1950 Arbitration Act applicable in British which is a simple and clear law to practice arbitration process.

Subject to the Arbitration Act dated 1952, courts in particular were vested much authority to intervene in and control of arbitration process. The 1989 amendment of the 1952 law created a non-sense gap related to choosing arbitration rules specified by the arbitration agreement. Article 34 (1) states that "notwithstanding anything to contrary in this Act or in any other written law but subject to subsection (2) in so far as it relates to the enforcement of an award, the provisions of this act or other written law shall not apply to any arbitration held under Convention on the Settlement of Investment Disputes between states and nationals of other States 1965, or under the United Nations Commission on International Trade Law Arbitration Rules 1976, and the Rules of the Regional Centre for Arbitration at Kuala Lumpur.

RECENT DEVELOPMENT OF ARBITRATION IN MALAYSIA

Arbitration in Malaysia is one of the legal Alternative Dispute Resolution forms conducted outside of the conventional courts. The aims of the arbitration in Malaysia are to provide a just and unprejudiced dispute resolution. Arbitration in Malaysia is subject to the Malaysian Arbitration Act 2005 with amendments as adopted in 2011 which is modelled on the UNCITRAL Model Law on International Commercial Arbitration. Malaysia is a signatory to the 1958 Convention on Recognition and Enforcement of Foreign Arbitral Awards (New York Convention). As such, an arbitration award from Malaysia is enforceable in more than 148 countries. There are several arbitration organisations and centers in Malaysia, most notably:

Asian International Arbitration Center(AIAC)
Chartered Institute for Arbitrators (CIA)
The Malaysian Institute for Arbitrators

Asian International Arbitration Center (AIAC) is the main center that administers international arbitration proceedings in Malaysia.

A BRIEF ON ASIAN INTERNATIONAL ARBITRATION CENTER (AIAC)

The center was founded in (1978) under the supervision of Asian-African Legal Consultative Organization (AALCO), and it leading regional center established by the consultative organisation in Asia to support the proceedings related to dispute resolution through alternative disputes resolution such as Arbitration, Conciliation, and Mediation, which are to be carried out by an impartial and independent authority whether these disputes occurred in Malaysia, Asia, or international disputes. The center was formed pursuant to the host country agreement between Malaysia and AALCO which the latter provide aid and assist for in disputes resolution with no charge in return.

The center was the first in the world to adopt the UNCITRAL Rules for Arbitration which makes it accredited by the international organisation. To cater to the growing demands of the Asian regional community, the AIAC introduced new rules represented in the AIAC Arbitration Rule other than UNCITRAL Rules, the AIAC Fast Track Rules and the AIAC Mediation Rules. The special attention that the center gave for arbitration rules qualified is to win several awards as "GAR award 2012 best innovation by an individual or organisation".

The center provides the best possible services in Asia and the pacific region, as well as the provision of assistance and coordination of activities carried by different arbitration institutions currently operating in the region. It also serves in issuing publications on arbitration, facilitating the enforcement of arbitration awards, submitting arbitration proceedings under the auspices of the center, and performing functions indicated in the agreement with the International Center for Settlement of Investment Dispute.

The center offers another option for dispute resolution like mediation in accordance with the center rules on mediation. It also plays a vital role in resolving vast disputes. The center signed a memorandum of understanding with the Asian Domain Name Dispute Resolution Centre and the

"Hong Kong International Arbitration Centre (HKIAC)".

The center has authority to appoint arbitrators upon request in case of parties' dispute. The center is entitled to hear disputes on "construction payment" in accordance with "Construction Industry and Payment Adjudication Act (CIPAA).

The center is recognised internationally, it has a committee of more than 700 international and domestic experienced and competent arbitrators. The center also allows non-local attorneys to appear in arbitration proceedings before the center and it doesn't impose tax on arbitrators.

ASIAN INTERNATIONAL ARBITRATION CENTER RULES

The several rules adopted by the center is a remarkable feature of recent and modern developments arbitration in Malaysia in general is witnessing. These rules are as follows:

1. Arbitration Rules.
2. Islamic Shariah Rules.
3. Fast Track Rules.

A BRIEF STUDY ON ARBITRATION RULES

Arbitration Rules of The Asian International Arbitration Centre and latest amendments effective as 9th March 2018. These rules are briefly represented as follows:

- Arbitration Rules
- UNCITRAL Arbitration Rules
- Schedules

The rules Includes general provisions, commencement of arbitration, notifications, appointment, challenge to arbitrations, arbitration proceedings, awards, facilities, costs, deposits, mediation to arbitration, confidentiality, no liability, non-reliance.

Includes arbitration rules and articles under UNCITRAL Arbitration Rules 2010-2011, as revised in 2013, which regulates arbitration

proceedings in international centers.

The Schedules consists: International Arbitration Fees, Administrative Fees of Arbitration (US Dollar). Domestic Arbitration consist Arbitrator's Fees in (Malaysian Ringgit), Arbitrator's Fees in (US Dollar), Administrative Fees of Arbitration in (Malaysian Ringgit), Registration Fees, The Arbitral Panel Fees, AIAC Administrative Fees, The Advance deposit and /or Additional Deposit, Standard Arbitration Clauses and Arbitration Agreement Form. AIAC Rules have been amended several times in 2013, in 2015, in 2017, and in 2018.

ISLAMIC ARBITRATION RULES

It consist Islamic Arbitration Rules, UNCITRAL Arbitration Rules and Schedules Islamic Arbitration Rules includes general provisions, commencement of arbitration, notifications, appointment, challenge to arbitrators, facilities, arbitration proceedings, procedure for reference to sharia advisory council or sharia expert, awards, costs, deposits, mediation to arbitration, confidentiality, no liability, and non-reliance.

Also includes arbitration rules and articles under UNCITRAL Arbitration Rules 2010-2011, as revised in 2013 which regulates arbitration proceedings in international centers.

The Schedules of the Rules consists International Arbitration Fees, Aadministrative Fees of Arbitration in (US Dollar). Domestic arbitration consist Arbitrator's Fees (Malaysian Ringgit), Arbitrator's Fees in (US Dollar), Administrative Fees of Arbitration (Malaysian Ringgit,Registration Fees, The Arbitral Panel Fees, AIAC Administrative Fees, The Advance deposit and /or Additional Deposit, Standard Arbitration Clause, Arbitration Agreement Form.

FAST TRACK ARBITRATION RULES

These rules consist of 3 parts:

1. Fast Track Arbitration Rules
2. Schedules of Fees and Arbitration Fees
3. Model Arbitration Clause under Fast Track Arbitration Rules.

The Fast Track Arbitration Rules: include: definitions, written notifications or communications, appointment, independence, and impartiality of the arbitral tribunal bas to law, proceedings, and jurisdiction, it also includes statement of claim and statement of defense if exist, documents-only arbitration, case management meeting, substantive oral hearings, awards, extension period of time for arbitration, costs, waiver of receipts and date of submission, exceptions, one party substantive oral hearings. It also covers the issue of confidentiality, arbitration tribunal fees and deposits, and correction of awards. Also include Administrative Expenses and Fees schedule;

International Arbitration Calculations are done as follows: Arbitrators' fees, amount in dispute, claim + counter claim, specific amount.

Domestic Arbitration, Calculations are done as follows: Amount in dispute, claim, counter claim, and specific amount.

The Fast Track Model Arbitration Clause covers the Model Arbitration Clause which regulates the rules of the agreement form regarding to the intention of both parties to resort to arbitration, indicating the number of arbitrators, time periods, and costs.

VII. CONCLUSION

The Saudi and Malaysia legal system of arbitration noticed distinguished developments. This can be perceived under the recent financial, economic development and advancement having in the two counties and experienced in all public and private sectors, which urge the need for alternative methods to resolve financial, commercial, economic dispute of which can be decided through arbitration.

FINDINGS

1. The new Saudi law of arbitration and the Malaysian arbitration Act are keeping in track with significant developments in arbitration arena.
2. The consistency of the Saudi law and

Malaysian act with UNCITRAL Model Law of Arbitration

3. The Model Law is a standard form of arbitration which is applicable in all developed countries and others.

VIII. RECOMMENDATIONS

1. The researcher recommends harmonising the arbitration law with the rules of Islamic Sharia, specially the development in arbitration arena in Saudi Arabia and Malaysia.
2. Merge the Islamic Sharia Rules with the UNCITRAL Model Law of Arbitration instead of adopting the Positive (UNCITRAL) Rules by the domestic arbitration rules.

IX. REFERENCES

1. Muhsin, I. (1999). International Commercial Arbitration. Cairo: daralnahdaalarabyia.
2. Hafiitha, H. Challenge to Arbitration Decisions issued in International Private Dispute. Alexandria: Dar alfikrAlaraby.
3. Aleesa, A. (2016). The New Saudi Law of Arbitration (pros and cons), Comparative Study. Kuala Lumpur.
4. Alfayez, A. (2018). The Old and New Saudi Law of Arbitration "Comparative Study". Riyadh.
5. Hamdi, O. (2003). Arbitration Tribunal's Award in Administrative Dispute. Cairo: Dal Alnahda Al-Arabiya.
6. Alzahrani, F. Saudi Arbitration Jurisdiction's Supervision on Arbitrator's Independence and Impartiality, Commercial Court Revokes Arbitration Tribunal Award for Verifying the Claimant's Communication with the Arbitrator, Saudi Newspaper, 13/8/2018, Correspondence to 2/12/1439H. edi. No. (16755).
7. Arbitration Act 2012 (CIPAA).
8. Kenawy, EZZAT MOLOUK. "Potential economic impacts of Ethiopian renaissance dam on Egypt." International Journal of Economics, Commerce and Research (IJECR). ISSN (2013): 2250-0006.
9. Saudi Law of Labour, 1389H/2014.
10. Council of Ministers' Resolution No. (257)

Dated, 1435H-2014 to Create the Saudi Center for Commercial Arbitration.

11. Alturki, Khalid Hamad. "Corporate governance and the role of forensic accountants in Saudi Arabia." International Journal of Accounting and Financial Management Research (IJAFMR) 7.2 (2017) 17-24
12. Uncitral Arbitration Rules 2010 as revised 2013.
13. Barough, Azin Shakiba, Mojtaba Valinejad Shoubi, and Christopher Nigel Preece. "Evaluating the effectiveness of mediation and arbitration processes in resolving disputes in the Malaysian construction industry." International Journal of Civil Engineering (IJCE) Vol, 2, 21 28 (2013).
14. Uncitral Arbitration Rules 2010 as revised 2010-2011.
15. Barough, Azin Shakiba, Mojtaba Valinejad Shoubi, and Christopher Nigel Preece. "Evaluating the effectiveness of mediation and arbitration processes in resolving disputes in the Malaysian construction industry." International Journal of Civil Engineering (IJCE) Vol, 2, 21 28 (2013).
16. AIAC Islamic Arbitration Rules, 20th December 2012.
17. AIAC Fast Track Arbitration Rules, 24th October 2013.
18. Beg, S. A. N. A., and NaushadulHaqueMullick. "Increasing financial inclusion through Islamic banking in India." International Journal of Business Management and Research 6.1 (2016).
19. AIAC Arbitration Rules with latest amendments effective as of 9th March 2018.
20. Abulmaaty, Atif A. "Alienation in Leila Aboulela's the Translator." International Journal of English and Literature (IJEL) 6 (2016): 37-46.
21. AIAC Arbitration Rules as amended 2018.
22. International Islamic Fiqh Academy in Jeddah, Resolution No. 91 (9/8), Arbitration Principle in Islamic Fiqh (abudhabi) 1995, Accounting and Auditing Organisation for Islamic Financial Institutions , Bahrain, standard No. (32). 2007.
23. Marjani, GustianaIsya. "Contribution of the Islamic Education in Southeast Asia." International Journal of Humanities and Social Sciences (IJHSS) Vol 7 (2018): 25-34.
24. Saudi Law of Arbitration 2005.

25. Saudi Law of Arbitration 2012.
26. About-AIAC, <[https://www.aiac.world/About-AIAC->](https://www.aiac.world/About-AIAC-) (accessed 12 October 2018).
27. About SCCA, <<https://www.sadr.org/about-scca?lang=en>> (accessed 1 October 2018).
28. British Arbitration Act. 1950.
29. Convention of Investment Dispute Resolution, 1965.
30. International Commercial Arbitration Act. 1976.
31. Laws of Malaysia Act 646, the Arbitration Act 2005, as Amended 2011.
32. Malaysian Arbitration Act. 1809.
33. Malaysian Arbitration Act. 1952.
34. Malaysian Arbitration Act. 1952.
35. Malaysian Arbitration Act. 1952.
36. SCCA Profile, Saudi Center for Commercial Arbitration, Riyadh, Kingdom of Saudi Arabia.