

RESEARCH
ARTICLE**Electronic arbitration as a mechanism for resolving disputes in international trade contracts**

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Abstract

The international commercial arbitration system is regarded as one of the most significant alternative conflict resolution processes, despite the fact that there are other alternatives to the legal system, including mediation, conciliation, and reconciliation. If classic arbitration is consistently the most popular alternative method for resolving disputes between two or more parties to an international business contract, regarding the judiciary's ability to resolve a particular dispute but when these methods evolved and became electronic, the situation remained unchanged. Contracts for e-commerce are frequently of an international commercial character. The most significant method of settling disagreements resulting from different worldwide business dealings that depend on cutting-edge communications and information technology is electronic arbitration. This happens either before or after the disagreement develops, following an agreement between the two parties to an international business transaction. Along with some restrictions unique to electronic arbitration, the most crucial of which being the means of communication between the disputing parties and the arbitrators, electronic arbitration follows the same procedures as traditional arbitration.

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Introduction:

In recent years, the world has witnessed a qualitative shift in changing the methods and means of trade and concluding major deals, which used to require significant effort and money for travel to complete business transactions and sign contracts. The technological revolution in the field of communications and information technology, along with the emergence of what is known as the World Wide Web (the Internet), has transformed the world into a small village, where all commercial and non-commercial transactions can occur easily and conveniently, without the need for travel and waiting. It has also facilitated the resolution of disputes that may arise from the non-fulfillment of some international transactions, without the need for the physical presence of the parties involved in the settlement process at a specific location.

The widespread use of the Internet in the field of legal transactions in general, and in commercial transactions in particular, has led to the emergence of a new type of transaction known as electronic transactions, or what is commonly referred to as e-commerce. The Internet, which is considered a global revolution in our current era, comparable to the previous industrial revolution, is not confined by geographical borders. It has allowed participants to engage in various activities, such as shopping, advertising, and signing different contracts, without the need for travel and physical presence. As a result, the exchange of information and goods, making reservations, and other activities have become extremely easy, requiring minimal effort and time. It is worth noting that the electronic revolution, unlike the first industrial revolution, does not rely on natural resources, except to a small extent, while human resources represent the true capital necessary for this wealth. Human thought and the ability to innovate and develop are at the core of this revolution, while human effort is the means that transforms ideas into innovative, efficient, and profitable achievements.

Due to the increasing use of the Internet in various aspects of life, the number of disputes arising from these uses, especially in e-commerce, is on the rise, particularly with the establishment and registration of company websites, online trading, and the growing number of participants in e-commerce through online contracts, delayed delivery and payment processes, which lead to many disputes that require swift resolution away from regional and local judicial bodies, which have slow and tedious procedures and high costs. The burden of resorting to the judiciary has become significant for contractors in this field, making it no longer an acceptable means of resolving disputes arising from electronic transactions, especially e-commerce disputes that occur between parties of different nationalities and places of residence. Therefore, in light of this inefficiency, parties seek to take faster and more effective steps, agreeing to resort to arbitration to resolve any disputes that have arisen or may arise between them.

Given that ordinary arbitration does not keep pace sufficiently with the speed required for electronic transactions, what is known as electronic arbitration has emerged as a modern method for resolving disputes arising from the use of the Internet in transactions, particularly electronic transactions.² Electronic arbitration responds to the characteristics of the e-commerce environment and provides a solution to the numerous obstacles it raises, such as the applicable law and the competent court, among others. Many websites have been created to assist in resolving disputes through electronic arbitration, the most notable of which is the World Intellectual Property Organization (WIPO) center, and e-commerce sites have begun to contract with it to resolve disputes that may arise between them and their clients.

The study of the topic of electronic arbitration in itself brings us face to face with many contentious issues that deserve a dedicated research study on their own. However, we will limit ourselves to pursuing one goal of this research, which is to determine the essence of electronic arbitration as a term and clarify its role in resolving e-commerce disputes, reaching an understanding of the substantive and procedural legal aspects related to it, all of which is considered a means to resolve e-commerce disputes.

The importance of the research stems from the reflection of the tremendous development in the world of communications and information technology on the completion of transactions in record times and resolving any disputes that may arise between parties using modern means that are compatible with the nature of electronic business conducted over the internet, which possesses advantages that are lost in courts and even traditional alternative dispute resolution methods. The significance of researching electronic arbitration lies in the fact that it has become an undeniable reality, especially in the world of cyberspace, regardless of the obstacles it faces, whether legal or technical.

As for the methodology adopted, we relied on the approach required by the subject of the study, which is represented in the descriptive analytical method, as we are in the process of analyzing some texts of international and regional agreements concerned with the subject of the international commercial arbitration system, including electronic arbitration, and the legal rules governing it, distinguishing them from the procedures governing traditional arbitration rules on the other hand.

The study presents the legal systems of the most prominent electronic arbitration centers and the procedures followed until the issuance of the decision, in addition to the position of the most significant related international treaties and some Arab arbitration laws regarding the binding nature of the arbitration decision and methods of proof.

Our research aims to understand the electronic arbitration system as one of the means of resolving disputes arising from international electronic trade contracts, and to understand the legal and procedural relationship between traditional arbitration and electronic arbitration, as well as its advantages and disadvantages, the mechanism by which it operates, and how electronic arbitration awards are enforced.

The issue: This study comes to analyze and answer a fundamental question:

What is the importance of the electronic arbitration system in resolving disputes related to international trade contracts?

This issue branches out into several sub-questions, which are:

- What is the concept of arbitration in international trade contracts?
- How does electronic arbitration differ from traditional arbitration?
- What are the main advantages of the electronic arbitration system?

1. The Concept of Electronic International Trade and Electronic Arbitration

1.1. The Definition of an electronic international commercial contract

The World Trade Organization defined electronic commerce as: (an integrated set of operations for concluding deals, establishing commercial links, distributing, marketing, and selling products via the Internet), as defined by the Organization for Economic Cooperation and Development. However, the United Nations Commission on International Trade Law (UNCITRAL) approved a model for a unified draft law for electronic commerce, but it did not define the electronic international commercial contract. OECD It is defined as any business transaction based on the electronic exchange of data that occurs between businesses or individuals.).(Saad, 2024, p. 7)

International electronic commerce contracts refer to the integration of communication methods, data management, and security capabilities that facilitate the exchange of information related to the sale of goods and services. It is also defined as the process of selling, buying, or exchanging products, services, and information through a computer network, including the Internet. It is also defined as commerce conducted through an electronic medium, including commerce conducted via television, fax, the Internet, and dedicated communication networks(Shaah, 2018, p. 27)

What is meant by electronic contract? A contract that is subject in its organization to the general rules and provisions that govern the general theory of contract. It is concluded by agreement and consent between its two parties: the obligor and the acceptor. However, it is distinguished by being a contract concluded remotely between absent parties who are not present, using electronic media such as information devices and programs and other modern technical means that operate automatically and automatically once operating orders are issued to them.), and the electronic contract is used

for all actions subject to agreements on the network, mainly downloading programs or files from the network by entering the site's services, specifically those that sometimes require a special subscription or a financial fee. Or for the purpose of obtaining a service such as chat, news groups, advertising, and directories) or for the purpose of registration and contractual commitment to implement the service offered free of charge according to the terms of the site such as free mail services, free hosting, etc., and concluding legal transactions online such as buying, selling, renting, and other commercial transactions.

And Some have defined an e-commerce contract as a contract in which offers of goods and services are accepted by people in the same country or other countries through various electronic media, including the international information network (the Internet), with the aim of concluding the contract.

E-commerce also represents all types of commercial transactions that take place electronically via the international information network (the Internet). These transactions take place either between projects (between companies and suppliers of production inputs, or marketing or distribution facilities), or between companies and their consumer customers, or between establishments and official agencies.

Hence, electronic contracting has become characterized by the following characteristics (Bin Saeed, 2010, p. 37):

- 1- It is concluded remote, Without the physical presence of its parties.
- 2- It is concluded using electronic media..
- 3- It is often characterized by a commercial and consumerist nature..
- 4- It is often international in nature..
- 5- Electronic cash payment methods replacing regular cash.
- 6- It is carried out and implemented online without the need for physical presence .Example: books and the works and recordings.

1. 2. Electronic arbitration To settle international trade disputes

When it comes to settling commercial disputes, arbitration is thought to be an alternative to the legal system. In international contracts, it has become more popular, particularly in the sense that it is rare to find one without an arbitration clause for settling disputes arising from the contract. Arbitration is unquestionably a helpful tool. Its origins in settling disputes between people go back to the dawn of time, and it would be true to say that this is where the judiciary got its start. It got up and put on its beautiful garments, and its back was strengthened by the trust of those who looked to its judiciary (Salama, n.d., p. 5).because it is the closest to achieving justice. When deciding the dispute, Professor John Robert confirmed that: By defining the arbitration system as (achieving private justice, and according to it, disputes are removed from the jurisdiction of the general judiciary, in order for them to be decided by individuals entrusted with this task in the financial incident)(Robert, 1993, p. 6)Arbitration was also defined as (a method for settling disputes arising between countries by neutral official, diplomatic, or judicial figures, or by a mixed committee that investigates rights and justice. International arbitration requires the agreement of the two disputing parties)(Khadrawi, 2014, p. 10). and Optional arbitration It is arbitration In which the parties to a commercial contract agree to settle disputes that will arise or have arisen between them in relation to that contract by resorting to arbitration ,For example, Algerian company (A) buys a commodity from Egyptian company (B).,The contract stipulates that any dispute between the two parties arising from or related to the contract shall be referred to arbitration in accordance with the provisions of Egyptian law, or in accordance with the rules of the International Chamber of Commerce in Cairo, for example. In this example, if a

dispute actually arises between the two parties, it must be referred to arbitration at their discretion. If one of them resorts to the judiciary, the court before which the dispute is filed must refer it to arbitration if the conditions for such referral are met under its national law.

Arbitration in general is an agreement to refer a dispute to a specific person or persons to decide it without the competent court. (Abu Al-Wafa, 2007, p. 15). It is an agreement between two or more parties to refrain from resorting to natural justice and to resort to arbitration. It specifically refers to an agreement between two or more parties to resolve disputes that have arisen or will arise as a result of a contractual or non-contractual legal relationship by arbitration through one or more third parties chosen by them, who shall issue a binding ruling to resolve the dispute according to the applicable law, place, language and time chosen.

The arbitration system differs from the judiciary in several points, including:

- Arbitration requires the consent of the parties, both with regard to resorting to arbitration and choosing the arbitrator, unlike a judge whose jurisdiction is general and the litigants cannot choose the judge of their own free will.
- Arbitration has a specific jurisdiction and specific limits, while the judiciary has a general jurisdiction and a broader scope.
- In arbitration, the parties can remove the arbitrator before the ruling is issued, unlike the judiciary, where the litigants cannot remove or remove the judge, because his removal is within the jurisdiction of the authority appointed to him, and he is bound by the laws of the country in which he assumed the position of judge (Juman, 2008, p. 18).

1. 2. 1 the concept of electronic arbitration

Arbitration is a way to resolve the matter. the topic of contention, and this issue is left to one or more individuals known as the arbiter. Arbitrators or judges must be neutrally qualified, and the two arbitrators will resolve the disagreement in accordance with the agreement reached. They will serve as arbitrators between them and the parties, and their decision will be final and enforceable, (Al-Najjar, 2009, p. 17). It is a system for settling conflicts between natural or legal persons, whereby the parties to the dispute leave the responsibility of resolving it to arbitrators whom they pick of their own free will, instead of going to the judiciary. (Chatillon, 2007, p. 285) The jurist Jena Robert defined electronic arbitration as: "Creating a special space to withdraw disputes from the general judiciary and resolving them by resorting to arbitrators who possess the authority of judges to resolve a specific dispute." However, the Algerian legislator did not provide a legal definition for electronic arbitration and did not explicitly state this alternative system to the judiciary. Nevertheless, we can implicitly derive it by referring to Article 1040 of the Civil and Administrative Procedures Law 08. 09 dated February 25, 2008, amended and supplemented by Law No. 22. 13 dated July 12, 2022, where the legislator expanded the means of concluding an arbitration agreement that allow for written evidence, including various types of modern communication methods, including the internet. (Salawi& Lamia, 2025, p. 1170).

The quick creation and execution of contracts is the foundation of e-commerce, yet this is in contrast to the drawn-out processes of traditional courts. The parties to the dispute do not have to be in person before the arbitrators in electronic arbitration; instead, they can be heard by satellites and other electronic communication tools. Furthermore, the ease of the procedures speeds up the release of verdicts because documents and papers may be sent by email, and experts can be contacted directly or discussed online. As a result, there are many different types of international arbitration bodies, such as committees, chambers, organizations, or arbitration centers. The majority of nations have complied with the norms and principles set by the United Nations, including the UNCITRAL Model Law on International Commercial Arbitration and the UNCITRAL norms of 1976, as well as a number of arbitration agreements.

An electronic arbitration agreement means that the parties to the arbitration agree on an arbitration clause via modern means of communication (Suleiman, 2011, p. 112). Electronic arbitration can be defined as arbitration whose procedures are conducted over the Internet. It gains its electronic nature from the method in which it is carried out, as it

is done in an audio-visual manner through an open international network for remote communication, without the need for the parties in dispute and the arbitrators to meet in a specific location..

1. 2. 2 the Scope of application of electronic arbitration

Despite the legal issues that parties to these disputes may face when resorting to electronic international arbitration, particularly in the enforcement of foreign judgments under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1957, the situation becomes more complicated when the consumer enters the contractual relationship, making it not purely commercial, but of a mixed nature dominated by the aspect of adhesion, especially with the legislations' emphasis on issuing specific laws to protect consumers from abusive terms.

- Resorting to the electronic arbitration system can be done in two ways:
- - The arbitration institution has a pre-prepared model for this request available on its website, where the parties fill out this form and then click the submit button to send it directly to the arbitration institution via its website.
- - Writing the requests in the form of an electronic data message on a computer connected to the internet, using one of the electronic writing programs such as DOC, PDF, or RTF. Once the concerned party finishes writing the electronic arbitration request in this manner, they submit it. (Zaazoua&Zaazoua, 2022, p. 144)

1. 3. the Dimensions and advantages of electronic arbitration

Disputing parties resort to choosing the electronic arbitration system as an alternative system for settling disputes that arise between them regarding the implementation of international trade contracts, for the purposes or advantages they see in arbitration, compared to other means of resolving commercial disputes and disagreements.

1. 3. 1 Dimensions of electronic arbitration

Electronic arbitration aims to purify and secure the electronic work environment and related matters by settling or resolving existing electronic disputes, and providing advisory services that can prevent disputes from occurring, in order to create a healthy digital community, through the following:

- Providing arbitration services through external arbitrators via electronic communication channels to settle or resolve disputes arising from a legal relationship of an economic nature, whether contractual or non-contractual, whether in the public or private sector, or between them.
- Providing advisory expertise in electronic transactions, such as responding to requests from entities to complete a specific contract that has some deficiencies, or reviewing the provisions of a specific contract under certain circumstances that have arisen after its conclusion..

1. 3. the Advantages of Electronic Arbitration

The arbitration system holds significant importance in resolving disputes related to international trade contracts, due to the simplicity of procedures and the speed in resolving disputes, unlike the judiciary, which is characterized by complicated procedures and prolonged dispute resolution times. The international commercial arbitration tribunal includes specialized arbitrators in the technical aspects of the arbitration subject, facilitating a quicker resolution

compared to regular courts. Furthermore, the arbitration system is primarily based on the will and agreement of the disputing parties, who choose to resort to arbitration instead of litigation and select the type of arbitration (ad hoc or institutional), either in the form of a clause or an arbitration agreement, before or immediately after the dispute arises. After reaching a friendly resolution to the dispute through arbitration, the parties maintain their amicable relationship and their reputation in the field of commercial transactions, in addition to the freedom of the parties to choose the applicable law for resolving the international commercial dispute.

Traditional international commercial arbitration is characterized by numerous advantages, most notably that the diversity of international commercial transactions and their relation to contracts that sometimes involve complex conditions and technical details make the expert arbitrator more capable of understanding them than a legal practitioner. Additionally, the arbitration tribunal enjoys broader freedom regarding litigation procedures, such as managing and organizing sessions, notifications, and presenting data, which leads to the parties' confidence in the decision that the arbitrator or arbitration tribunal will issue to resolve the dispute (Bariri, 2004, p. 10).

1- There are other benefits to using electronic arbitration rather than traditional commercial arbitration or even national courts in e-commerce and e-contract issues. Among these benefits are:

2- 1. Using electronic arbitration, or online arbitration, eliminates the need for the disputing parties, witnesses, and experts to travel to the arbitration site, which may be distant from their homes or places of business. Because the disputants may be heard through online talks, this saves time and money on travel (Al-Rumi, n.d., p. 93).

3- This prevents the parties to the contract from being subject to legal and judicial oversight of electronic contracts. This avoids the legal non-recognition of these contracts or the difficulty of determining the applicable law and the competent court. This is not an easy matter under ordinary courts when a dispute is referred to them.

4- Speed of resolution in disputes: This feature greatly surpasses the slow pace and backlog of cases that typically occur in the corridors of national courts, especially with the increase in e-commerce contracts. This arbitration significantly outpaces the speed of resolving disputes presented to it compared to resorting to regular commercial arbitration, which requires a much longer duration than this arbitration. The reason for this is the physical presence of the parties and the arbitration panel, as well as the exchange of pleadings and documents between the parties to the case. (Mansour, 2009, p. 482).

5- Desire to present the dispute to experienced people: A private and trusted company that cares about and keeps pace with the development of e-commerce, especially in the technical and legal fields of this trade.

6- Confidentiality: This is an advantage of arbitration in terms of its existence and results at all stages, which prevents any damage to the reputation of the parties to the arbitration.

7- Ease of obtaining a ruling: Because documents can be submitted by email or through a unique interface created by the arbitrator or the electronic arbitration center, it is simple to submit data and receive arbitrators-signed awards.

8- The existence of a global pact pertaining to the acceptance and implementation of arbitral rulings It is depicted in: Convention of 1948-1958 AD in New York on the Recognition and Enforcement of Arbitral Awards This contrasts with court decisions because, while regional and bilateral agreements exist to implement it, there is currently no agreement governing international recognition and implementation, such as the New York Convention. (Mansour, p. 482).

9- Speed of issuing the arbitration award: This is achieved due to the ease of electronic arbitration procedures, which are completed by submitting documents via email. It is also possible to directly contact and dialogue with experts and technicians via the Internet.

10- Reducing the costs of electronic arbitration: Due to the fact that neither the parties, witnesses, nor arbitrators must travel across national borders, electronic arbitration is distinguished by its low costs. In line with the size of e-commerce contracts, this eliminates the need for hotel stays, airfare, and court and expert fees. (Bilal Abdul Muttalib, 2006, p. 95).

From the foregoing, it is evident that the electronic arbitration system in international business transactions offers numerous benefits that benefit the two parties to the contract, or parties to it, in the event that a disagreement emerges between them. The most notable of these benefits are the ease of the arbitration process, the speed at which the dispute

is settled, the speed at which the arbitration award is issued, and the lower costs of electronic arbitration, all of which contribute to the maintenance of cordial relations and the continuation of business dealings between them.

2. Electronic Arbitration Award

The electronic arbitration award is considered one of the most prominent issues that establishes the legitimacy of electronic arbitration, as it represents the fruit of the agreement and the procedures of the arbitration process as a whole for the parties involved in arbitration on one hand, and a part of the state's authorities and sovereignty represented in the judiciary on the other hand.

The electronic arbitration award raises numerous questions not only regarding its form but also concerning its implementation. Should we consider the arbitration award valid if it is issued in electronic form? Consequently, is this award enforceable by the national courts in the state where enforcement is sought? In light of the fact that most Arab arbitration laws do not regulate electronic arbitration awards, and to answer these questions and others, as well as to understand the nature of the arbitration award, how it is issued, and how to challenge it, we will divide this section into two demands: the first will address the nature of the arbitration award, and the second will discuss the effects of the arbitration award.

2. 1. What is the electronic arbitration ruling?

The definition of an electronic arbitration award is no different from the definition of an arbitration award in general, as the electronic arbitration award is made over the Internet, a medium limited by international agreements and protocols for the exchange of documents and information. Therefore, an arbitration award refers to all decisions issued by the arbitral tribunal over communications networks, whether final, interim, or partial, without the need for the physical presence of the arbitral tribunal members in one location..

2. 1. 1 Issuance of the arbitration award

An electronic arbitration award means: (all decisions issued by the arbitration panel via communication networks such as the Internet, whether final, interim, preliminary or partial decisions, without the need for the physical presence of the arbitration panel members in one place). The electronic arbitration award represents the fruit of the arbitration process from beginning to end, and it is what determines the extent of the legitimacy of the arbitration. Issuing the award is the most important stage of the arbitration process, and a question arises as to whether the electronic arbitration award has a special form that differs from issuing a traditional arbitration award (Salawi & Lamia, 2025, p. 1180). However, Most texts that require writing do not stipulate a specific form for their formulation or method of recording. They may be handwritten or electronically. Therefore, issuing a ruling in electronic writing fulfills the form requirement required by national legislation and international agreements. The electronic arbitration award data is distinguished by the fact that it is written electronically and signed electronically, which is what the nature of this type of arbitration allows, as it was permitted by the Model Law on Electronic Signatures of 2001 (United Nations, 2001, Art. 6(1)). As well as the United Nations Convention on the Use of Electronic Communications in International Contracts of 2005 (United Nations, 2005, Art. 9). However, the electronic arbitration award and all paper documents must be extractable on paper so that they can be submitted to the courts for confirmation and enforcement of the electronic award, making it binding.

With regard to signing the award, Article 30 of the Model Law on International Commercial Arbitration stipulates that the arbitration award must be issued in writing. Article (31) of the same law stipulates that the arbitrator and arbitrators, if there are multiple arbitrators, must sign the arbitration award. This is the practice in ordinary arbitration, where the arbitrators sign the award by hand, but handwriting is not available in electronic arbitration. Therefore, some have suggested - to address the problem of the absence of handwritten signatures by the arbitrators - sending a printed copy of the award to the members of the arbitration committee for signature.

2. 1. 2 Completion of electronic arbitration procedures

Following an email interaction between arbitrators (if there are numerous arbitrators) and deliberations, which are frequently performed via videoconference, the electronic arbitration award is issued. However, does the arbitrator's or the arbitration panel's function cease after the arbitration award is issued? Before rendering a final decision regarding the dispute, is there anything the arbitration panel can do to prepare? It is undeniable that the arbitration panel's responsibilities continue after the arbitration award is issued. Instead, in cases when the award is unclear, lacking, or may need explanation—discussed in turn—the panel maintains part of its authority in the dispute.. (Bin Saeed, 2010, p. 234) Laws vary in their requirement for the reasons for an arbitration award, but most stipulate that “the arbitral tribunal must provide reasons for its decision unless the parties agree not to provide reasons.”

We can infer from this requirement that the arbitration decision is issued after the trial is resolved and the procedures are completed unless exceptional circumstances arise that prevent this, with clarification to the individuals if any, and it is required that the decision be issued in writing, and a majority is sufficient for its issuance with the signature of the president and members with mention of the opinion of the dissenting member if the ruling is not unanimous, and a summary of the statements of the parties. Their documents, the reasons for the ruling, its operative part, the place where it was issued, and the date of its issuance..

2. 2. Effects of electronic arbitration

The issuance of an electronic arbitration award entails some effects, the most important of which is the enforceability of that award immediately upon its issuance, and at the same time the ability to be preserved in confirmation of the principle of confidentiality - which is considered the basis for resorting to electronic arbitration - therefore it is necessary to address the validity of the electronic arbitration award and the extent of its ability to be appealed in the first paragraph, and its implementation..

2. 2. 1. The validity of electronic arbitration and its appeal

Most legislations recognize the res judicata effect of arbitration awards. Regarding electronic arbitration, the situation is not much different, as paragraph 25 of the Space Court Regulations states that arbitration is considered final and cannot be appealed. Paragraph 6 of the aforementioned article stipulates that the parties' agreement to submit the dispute to arbitration in accordance with the Space Court Regulations constitutes a waiver of their right to appeal the award by any means. This ruling is consistent with the system of the virtual judge, unlike the system of the Space Arbitration Court, which allows for the appeal of its rulings before the competent court for appeals against judgments issued by first-instance courts. Therefore, the parties cannot request the enforcement of the award until it becomes final, either by the expiration of the appeal deadlines or by the rejection of the appeal.

Some scholars argue that the arbitration award takes effect from the date specified for issuing the arbitration decision. In contrast, others believe that the res judicata effect of the award is not absolute, although the arbitration award enjoys this effect, indicating that the scope of this effect is determined by the scope of the arbitration agreement. Thus, the award has res judicata effect only within the limits of the issues addressed in the arbitration agreement.

As for the legislative aspect, many legislations have recognized the authority of the res judicata of arbitration awards. Article 55 of the Egyptian Arbitration Law No. 27 of 1994 states that "the awards of arbitrators issued in accordance with this law shall have the authority of res judicata and shall be enforceable in accordance with the provisions set forth in this law." Similarly, the Jordanian Arbitration Law No. 31 of 2001 stipulates in Article 52 that "the awards of arbitrators issued in accordance with this law shall have the authority of res judicata and shall be enforceable in accordance with the provisions set forth therein." Thus, the Jordanian legislator has followed the Egyptian legislator regarding the authority of res judicata for electronic arbitration awards. In Algerian legislation, electronic arbitration awards also have the same legal authority as traditional arbitration, provided that they meet the legal requirements. One of the most important effects of an arbitration award is that it acquires the authority of res judicata, as the arbitration award, once issued, immediately possesses this authority in the dispute that has been definitively resolved, even though it is subject to appeal

by one of the means such as a review. The authority means that the ruling does not become final; it is a temporary authority that ceases if the ruling is annulled and is confirmed if it becomes final (Terki, 1999, p. 125)

2. 2 Enforcement and preservation of electronic arbitration awards

Firstly. Enforcement of electronic arbitration award:(New York Convention, 1985)

International enforcement of arbitration awards is based on international agreements, such as the New York Convention of 1958, the European Convention on International Commercial Arbitration of 1961, the Washington Convention of 1965, and the Model Law on International Commercial Arbitration of 1985.

secondly. Procedures for implementing the judgment:(Geneva Agreement, 1961)

1. Filing the arbitration award with the court clerk of the competent court.
2. Expiration of the period for filing a nullity action against the arbitration award.
3. Obtaining an order to enforce the arbitration award.
4. Submitting a petition to the competent judge to issue the enforcement order.
5. Attaching the necessary documents for the enforcement process (original award, a copy of the arbitration agreement, a copy of the documents indicating the filing of the arbitration award with the court clerk).
6. Providing evidence of the accuracy of the information contained in the (award and agreement) if they are electronically signed.

In conclusion, we would like to point out that electronic arbitration, which has recently emerged and is still in the process of legal and technical updating and regulation, still requires intervention from international organizations and countries to establish a comprehensive framework that ensures the recognition and regulation of this new type of arbitration.

Conclusion:

Based on the above, we can say that the resort of contractors to electronic arbitration, as an unusual alternative means of resolving e-commerce disputes, is aimed at settling the disagreements that arise between them regarding the implementation of international electronic trade contracts. We presented the nature of e-commerce, its characteristics, the concept of electronic arbitration, its emergence, and scope of application, as well as how to resort to electronic arbitration and its selection by the disputing parties as an alternative to international courts, due to its ease, low cost, and other advantages. We reviewed how to complete the electronic arbitration agreement, its forms, electronic arbitration procedures, and how the arbitration process proceeds, leading to the goal of resorting to arbitration and choosing an arbitration center or body, which is to reach and obtain the issuance of the electronic arbitration award, its enforceability, and ways to appeal it before executing this award issued by the civil arbitrator or the arbitration court, without delay or procrastination. However, the losing party may be acting in bad faith and refuse to implement the award, which forces the benefiting party to resort to the national judiciary of the state with jurisdiction over enforcement, to request the execution of this award. Since the issued award may not be satisfactory to one of the parties, what is the solution in the face of its obstinacy or non-compliance with the arbitration decision, especially since the electronic arbitration award may not be binding? Given that electronic arbitration is a hybrid system that cannot be divorced from its traditional origin; the principle is that the electronic award should be executed by the same mechanism used for executing traditional arbitration awards, if possible. Due to various considerations that make it difficult to follow the same previous mechanism, it may be implemented in ways that align with the peculiarities of the virtual world without the need to

follow the procedures for enforcing foreign arbitration awards, provided that the arbitration award is deposited with the court clerk of the court where the competent judge for its enforcement is located in order to obtain the judgment in the form of an enforcement order. In the case of determining the place of arbitration, the electronic judgment has its own nationality, similar to regular arbitration awards. We can categorize arbitration awards in terms of enforcement into two types: enforcement in the country of issuance of the arbitration award, which is subject to the procedures for enforcing regular judgments and is considered like any local arbitrator, and enforcement and recognition in foreign countries, which is subject to the 1958 New York Convention, the provisions of which also apply to electronic arbitration awards.

In conclusion, we can say that electronic arbitration is still in the process of modernization and legal regulation, and it still requires intervention from countries and international organizations to establish a comprehensive framework that ensures the universality of recognition and regulation of this new type of arbitration, which is an effective system that provides many advantages not offered by traditional arbitration. The only barriers to its development and effectiveness are the lack of a specific international legal framework for it, in addition to the approval of national legislations regarding electronic transactions, especially concerning the specifics of electronic arbitration.

Results:

1. Electronic arbitration is a means of resolving disputes that arise in an electronic environment, and the intention to resort to it, raise the dispute, and conduct the proceedings until the issuance of the ruling and its notification is all done electronically.
2. Electronic arbitration is conducted using electronic means at all stages of resolving international commercial contract disputes from the beginning until the issuance of the arbitration ruling.
3. The electronic arbitration agreement does not differ much from the traditional arbitration agreement regarding substantive conditions, as much as it differs in the fulfillment of formal conditions, which are represented in that writing and signature are done electronically.
4. Electronic arbitration is the best means for resolving many disputes, including those related to intellectual property and disputes arising from electronic actions in general and e-commerce in particular.
5. The inability of arbitration laws, especially the Arab ones, to keep pace with the advancements brought about by the communications revolution and its implications on the nature of contracting and the non-material contexts used in it.
6. A reconsideration of some national legislations and an attempt to amend them to align with international agreements concerning electronic international trade contracts and electronic arbitration.

Suggestions:

1. A reconsideration of some national legislations and an attempt to amend them to align with international agreements concerning electronic international trade contracts and electronic arbitration.
2. The necessity of holding seminars and legal sessions to raise awareness of the role and importance of electronic arbitration across all academic and governmental axes.
3. Conducting training courses for specialized human resources "arbitrators" in the electronic arbitration system.
4. The necessity for national laws to recognize the validity of electronic arbitration sessions and to accept the evidence presented therein and the defenses raised.
5. The necessity of reaching a mechanism that provides legal security for transactions conducted via the internet.

6. Finding a legal legislative solution that permits resorting to electronic arbitration if this solution is more suitable for the consumer.

7. Engaging in global and regional agreements for international commercial arbitration.

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