

Excerpt of the Qatari Code of Civil and Commercial Procedure - Chapter Thirteen: Arbitration

Article 190

In an arbitration agreement (“Special Arbitration Deed”), one may agree to arbitration in a determined dispute. Likewise, one may agree to arbitrate all disputes arising out of the performance of a determined contract.

An arbitration agreement may only be proved in writing.

The subject-matter of the dispute must be determined in the arbitration agreement or during the proceedings, even if the arbitrators were “*amiables compositeurs*,” else the arbitration is void. There can be no arbitration in matters which the parties cannot settle amicably.

Only the parties having the capacity to dispose of their rights may resort to arbitration.

Article 191

The mission of conciliation or arbitration in equity, i.e. arbitration *ex aequo et bono* (amicable composition), may be entrusted to arbitrators if they are appointed by name in the arbitration agreement, or in a separate agreement.

Article 192

The conclusion of an arbitration clause entails waiver, by the parties of their right to resort to the Court originally having jurisdiction over the dispute.

If a dispute arises concerning performance of a contract containing an arbitration clause, and if one of the parties refers to the Court originally having jurisdiction, the other party may request this claim to be held inadmissible due to the existence of an arbitration clause.

Article 193

The arbitrator may not be a minor, under custody or deprived from his civil rights due to a criminal sentence or bankruptcy, unless he is rehabilitated.

Should there be several arbitrators, the number thereof shall in all cases be odd, else the arbitration is void.

Without prejudice to the provision of special laws, the arbitrators must be appointed by name in the arbitration agreement or in a separate agreement.

Article 194

The arbitrator’s acceptance must be made in writing, unless he was appointed by the Court. If the arbitrator withdraws, without serious grounds, he may be liable in damages to the parties,

An arbitrator can only be dismissed by the mutual agreement of the parties, or by a Court decision.

Arbitrators may be only challenges for grounds which arise after signature of the arbitration agreement. The request for challenge must be made according to the same procedure, and upon the same grounds, as challenge of judges. The request for challenge must be made to the Court originally having jurisdiction over the dispute within five days following the date of the notification to the other party of the appointment of the arbitrator.

The Court's judgment in this respect is subject to appeal in compliance with the rules mentioned in Article 205.

Article 195

Should a dispute occur and the parties have not agreed upon arbitrators or should one or more of the arbitrators refrain from work, or withdraws or be dismissed, and if there is no agreement in this respect between the parties, the Court originally having jurisdiction over the dispute may appoint the required arbitrators following request made by either party in conformity with normal proceedings for raising the relevant claim.

The Court examines this request in the presence of the other parties, or the absence thereof, after they have been summoned. The judgment of the court appointing the arbitrators is not subject to appeal. the judgment refusing to appoint arbitrators is subject to appeal in compliance with the rules foreseen in Article 205.

Article 196

Arbitral proceedings are interrupted for the same reasons as those indicated in the Code of Procedure. This interruption will have the same effects as those foreseen in this Code.

Article 197

The arbitrators must make their award within the time-period foreseen in the arbitration agreement, unless the parties agreed on an extension thereof.

If no time-period was foreseen by the parties in the arbitration agreement, the arbitrators must make their award on the dispute within three months following the date of acceptance of their mission.

If the arbitrators do not make their award within the time foreseen in the arbitration agreement or that foreseen in the above-paragraph or for any reason or force majeure, each of the parties may refer the question to the Court originally having jurisdiction over the dispute, so that the time-period be extended, or the case settled, or other arbitrators appointed.

Should one of the parties die, or arbitrators be dismissed, or a challenge against an arbitrator be made, the time period for making the award shall be extended by a period equivalent to the duration of the suspension resulting from one of those causes.

Article 198

The Arbitrators shall make their award without being bound by the procedures foreseen in this Code, except those foreseen in the present Chapter. The award must comply with the

rules of law, unless the arbitrators are empowered to act as “amiables compositeurs”, and provided they do not violate the rules of public policy and good morals.

If it was agreed that arbitration be conducted in Qatar, Qatari Law is necessarily applicable to the issues in dispute, unless the parties agreed otherwise.

Article 199

If, during the arbitration, an interlocutory question arises, which does not fall within the jurisdiction of the arbitrators, if a question of forgery arises or any criminal action is brought due to forgery or other criminal matters, the arbitration shall stay the proceedings and the time period for rendering the award, until a final judgment is made in this respect.

Article 200

The arbitrators shall make their award on the basis of the arbitration agreement and the memoranda submitted by the parties. The arbitrators must determine a time-period for the parties to present all documents, memoranda and arguments.

The parties must present to the arbitrators all evidence, papers and documents at their disposal. They must perform any request made by the arbitrators.

The Arbitral Tribunal may request the Court originally having jurisdiction over the dispute, to make an injunction to a third party to produce any document necessary for the arbitration and held by the third party, or to summon a witness to appear before the Arbitral Tribunal to give his statement.

Witness may be heard before the Arbitral Tribunal under oath. Any person having given false witness statement before the Arbitral Tribunal shall be held to have committed the same felony before a Court of Law.

The Court originally having jurisdiction over the dispute may, after having been notified by the Arbitral Tribunal, question such a person in this respect and summon him to be sentenced the penalty legally foreseen.

Article 201

The parties shall refer to the Court originally having jurisdiction to the following:

sentence a witness refraining from appearing or replying to the penalties foreseen in Chapter 3 of the Second Book of this Law.

order necessary rogatory commissions to settle the case.

Article 202

Arbitral awards are made after deliberation at a majority. They must be made in writing and must notably contain a copy of the arbitration agreement, a summary of the claims and arguments of the parties, the findings and reasons therefore, the indication of the date and place of issuance as well as the signature of the arbitrators.

If one or several arbitrators refuse to sign the award, this must be mentioned therein and the award is held to be valid if it was signed by the majority of arbitrators.

Arbitral awards are held to be rendered at the date when they are signed by the arbitrators after having been drafted, even if this date precedes the date when the award is read to the parties or was filed.

Article 203

The original of all arbitral awards –even if made for investigation proceeding –must be filed with the clerk of the Court originally having jurisdiction over the dispute. It must be accompanied by the original of the arbitration agreement. This deposit must be made within fifteen days following the issuance of the award.

The clerk of the Court shall make a record regarding this filing and notifies copy thereof to the parties.

If the arbitration was made in appeal, this filing must be made with the clerk of the Court of Appeals.

Article 204

Arbitral awards are only enforceable upon leave to enforce granted by the President of the Court with whose clerk the award was registered upon request of the concerned party. This leave is granted after consideration of the award and the arbitration agreement and after having made sure that there is no obstacle against its enforcement. The leave to enforce shall be endorsed on the award. The enforcing judge has jurisdiction over all questions relating to enforcement.

Article 205

Arbitral awards are subject to appeal according to the rules foreseen for appeal against judgments made by the Court originally having jurisdiction over the dispute. Such an appeal must be made within fifteen days following the date of filing the original award with the clerk of the Court, and it must be made before the competent Court of Appeals.

However, the award is not subject to appeal if it was made by arbitrators acting as “*amiables compositeurs*” or arbitrators in appeal or if the parties explicitly waived their right to appeal.

Article 206

Except in the cases foreseen in Article 175(5) and 178(6), arbitral awards are subject to a request for review according to the same rules foreseen for court decisions.

This request for review must be presented to the Court originally having jurisdiction over the dispute.

Article 207

Any interested party may request setting aside of arbitral awards in the following cases:

If the award was made without an arbitration agreement, or on the basis of a void or expired arbitration agreement, or if the award breaches one of the rules of public policy or good morals.

If there was a breach of the provisions of paragraph 3,4 and 5 of Article 190 or paragraph 1 of Article 193.

If the award is made by arbitrators irregularly appointed, or if it was made by some arbitrators who are not empowered to make the award without the other arbitrators.

If the award is void or there was an error of procedure which affects the award.

Article 208

The request for setting aside must be made according to formal rules normally applicable before the Court originally having jurisdiction over the dispute. Waiver of the right to have the award set aside, before such award is made, does not lead to the inadmissibility of such a request for setting aside.

The request for setting aside the award stays enforcement thereof, unless the Court decides to continue enforcement.

Article 209

The court having jurisdiction over the request for setting aside may either confirm the award, or set the award aside totally or partially.

If the award is totally or partially set aside, the Court may refer the case back to the arbitrators to repair the violations contained in the award, or the Court may decide on the merits of the case itself if it hold that it has jurisdiction to do so.

Judgments thus made not subject to “opposition.” However, they may be subject to appeal, under the legally foreseen conditions.

Article 210

Arbitrator’s fees are determined by the parties’ agreement, either in the arbitration agreement or later agreement.

Failing such agreement, the fees shall be determined by the Court originally having jurisdiction over the dispute, upon request of the interested parties, in the presence or absence of the others, one they have been summoned. The Court’s decision in this respect is final.

On Performance of Judgments, Orders and Official Foreign Titles

Article 379

Judgments and orders made in a foreign country may be performed in Qatar under the same conditions foreseen by the law of this foreign country for performance of Qatari judgments and decrees.

The request for enforcement must be referred to the judge of the court of first instance, by summoning the other party to appear, under the normal conditions for legal proceedings.

Article 380

Leave to enforce will only be granted after verification of the following:

That the Qatari courts do not have exclusive jurisdiction over the dispute and that the courts who made it has jurisdiction according to the international rules of jurisdiction foreseen in its law;

That the parties to the proceeding where the award was made were regularly summoned and represented;

That the judgment or award has become res judicata according to the law of the court which made it;

That the judgment or award is not contrary to prior judgment made by a Qatari court and does not breach the rules of public policy and good morals in Qatar.

Article 381

The provisions of the two above Articles are applicable to arbitral awards made in a foreign country. The award must be made in matters which, under the laws of the State of Qatar, are arbitrable.