

The Role of the Judiciary in the Enforcement of Arbitral Awards in Jordan

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This paper discusses the main role of the judiciary in the enforcement of arbitral awards in Jordan depends on the Law governing the enforcement of the arbitration under Jordanian Arbitration Law No. 31 for the year 2001 and Jordanian Law for the Implementation of Foreign Judgments No. 8 for the year 1952.

Keywords: arbitration in Jordan, Jordanian Arbitration Law, UNCITRAL

1. Introduction

There is no doubt that arbitration in Jordan may not have been very active in the past. It seems that utilizing arbitration has become more common in recent years, yet, arbitration in Jordan is still not as active as in European countries.

Jordan has ratified important bilateral and multilateral conventions and treaties concerning arbitration and enforcement, including: The New York Convention,¹ the Washington Convention,² the Riyadh Treaty on Judicial Collaboration and the Amman Convention.³ However, the main legislations in force at present time involving Arbitration are “The Law of Arbitration No. 31 of 2001” (the Arbitration Law)⁴ and “the Law of Enforcement of Foreign Decisions/Judgments No. 8 of 1952” (the Enforcement Law).

Arbitration is evolving in Jordan by the day, due to the fact that litigation in Jordan might take a long time as the Jordanian judicial system is based on the levels of litigation principle.⁵ Therefore, the

¹ Arbitral awards enjoy much greater international recognition than judgments of national courts. Over 134 countries have signed the 1958 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, known as the ‘New York Convention, 1958’.

² Jordan is a member to the Washington Convention (Convention on the Settlement of Investment Disputes between States and Nationals of Other States, 1965) Jordan has signed the Washington Convention on 14 July 1972; it was ratified on 30 October 1972, and entered into force on 29 November 1972. For more information see: Organization of American States Foreign Trade Information System, Commercial Arbitration and Other Alternative Dispute Resolution Methods/ The Washington Convention, http://www.sice.oas.org/dispute/comarb/intl_conv/caicwae.asp (1 March 2016)

³ Committee on International Commercial Arbitration, International Law Association London Conference (2000); for more information see: <http://www.ila-hq.org/download.cfm/docid/446043C4-9770-434D-AD7DD42F7E8E81C6> (2 March 2016)

⁴ The Jordanian (Arbitration Law) is mainly based on the UNCITRAL Model Law of 1985 on International Commercial Arbitration, however, it has no reference to the Model Law.

⁵ The Jordanian Constitution divides the domestic courts into three types:

1. Civil courts (the civil, criminal and administration jurisdiction is exercised under the title of civil courts as a following: the civil and criminal and Magistrates’ court/the courts of First Instance, the civil and criminal Court of Appeal, and the civil and criminal Court of Cassation [Supreme Court], and Administrative courts.)
2. Religious courts (Divided into Shari’a courts for Muslims and Tribunals of other Religious Communities)

Jordanian arbitration law permits arbitration for resolving non contractual disputes; many disputes are resolved by arbitration, particularly disputes arising from contracts and agreements.⁶

In general, arbitration, in its most simple form, is an agreement reached by parties to a defined legal relationship within the context of law to submit their financial dispute to a person or more, to be appointed, immediately or indirectly, by the parties, and for that person(s) to issue a final (binding) award in relation to the dispute instead of the official judicial system. Parties who have a dispute might wish to resolve it outside the national courts, or they may wish it to be settled in a totally different manner from that which a national court would adopt; in any event, they require a decision on the dispute.⁷

According to the traditional view, arbitration must have three basic elements:

- an agreement for arbitration between the parties;
- reference of a dispute covered by that agreement to a third party; and
- the result must be a decision, which is binding upon the parties in the same manner as a court judgment.⁸

It is important to state here that the arbitration process will not be active unless the enforcement of arbitral awards is guaranteed. The enforcement of an award as a procedural matter can be defined as “applying legal sanction to compel the party against whom the award was made to carry it out.”⁹

There are two methods of enforcing an international arbitral award: First, the arbitral award could be carried out voluntarily by the party/parties against whom the award is rendered.¹⁰ Secondly, in the absence of voluntary execution or enforcement, the successful party/parties could seek to enforce by compulsory execution through national courts.¹¹ However, enforcement of the arbitral award in Jordan governed by whether the arbitration is considered as national or international. For instance, if the arbitration is considered as national, the provisions of the Jordanian Arbitration Law No. 31 of 2001 would apply to enforce the national arbitral award. On the other hand, if the arbitration is considered as international, the provisions of the Jordanian Law for the Implementation of Foreign Judgments No. 8 for the year 1952 would apply to enforce the international arbitral award.

3. Special courts such as, military and state security courts.

For more information: see article 99 of the Jordanian Constitution for the year 1952 and its amendments.

⁶ The arbitration agreement may be concluded before the occurrence of the dispute whether in the form of a separate agreement or as a part of a specific contract between the parties. The arbitration agreement may also be concluded after the occurrence of the dispute, even if such dispute was the subject of an action before any ‘judicial body’. In such case, the agreement must precisely determine the subject of the dispute or, else, it is void. For more information see article 11 of Jordanian Arbitration Law No. 31 of 2001.

⁷ Delvolve Jean Louis, Jean Rouche, and H. Pointon: *French arbitration Law and Practice*. The Hague: Kluwer Law International, 2009, p 16.

⁸ Dr. Hamzeh Haddad: *The Notion of an Arbitration Agreement*. 2001, available at <http://www.aiadr.com/aiadr%20re/3> (20 April 2016)

⁹ Alan Redfern and Martin Hunter: *Law and Practice of International Commercial Arbitration*. 4th ed., Sweet & Maxwell, London, 2004, p. 517.

¹⁰ For example, article (32) of the UNCITRAL Model Law on International Commercial Arbitration states that “the award shall be binding on parties and they should carry it out without delay”.

¹¹ It should be mentioned here, that the courts have obligatory authority to enforce the award only by legal sanctions. For more information see article (36) of the UNCITRAL Model Law on International Commercial Arbitration (1985), with amendments as adopted in 2006.

2. Role of the Judiciary in the Enforcement of Arbitral Awards under Jordanian Arbitration Law No. 31 for the Year 2001

As mentioned above, enforcement of arbitral awards in Jordan is influenced by whether the arbitration is considered national or international. This means that if the arbitration is considered national, then the provisions of the Jordanian Arbitration Law No. 31 of 2001¹² would apply to enforce the national arbitral award. It is clear that the Jordanian arbitration law did not state a principle for distinguishing between international arbitration and the arbitration procedure, as it did not legislate any article relating to international arbitration under Jordanian arbitration law.¹³ According to article (3) of the Jordanian Arbitration Law, the provisions of this law shall apply to “every conventional arbitration conducted in the Kingdom and relates to a civil or commercial dispute between parties of public or private law persons whatever the legal relationship to which the dispute is connected, whether contractual or not.”¹⁴

Arbitral awards rendered in accordance with the provisions of the Jordanian Arbitration Law may not be challenged by any means provided in the Jordanian Law of Civil Procedures. On the other hand, an action to nullify the arbitral award may be instituted in accordance with the provisions of Article (49), (50) and (51) of the Jordanian Arbitration Law. An action for the nullity of the arbitral award shall not be admitted except in any of the following cases:

- If no valid arbitration agreement (and) in writing exists, or such agreement is terminated because of the expiration of its time limit.
- If, at the time of concluding the arbitration agreement, either of the arbitrating parties was (fully) incapacitated or minor pursuant to the law governing his capacity.
- If either of the arbitrating parties was unable to present his defense because he was not properly notified of the appointment of an arbitrator or of the arbitral proceedings or for any other reason beyond his control.
- If the arbitral tribunal excluded the application of the law agreed upon by the parties to govern the subject-matter of the dispute.
- If the composition of the arbitral tribunal or the appointment of the arbitrators was not in accordance with this law or the agreement of the two parties.
- If the arbitral award rules on matters not included in the arbitration agreement or exceeds the scope of such agreement. Nevertheless, if parts of the award relating to matters subjected to arbitration can be separated from those not so subjected, then nullity shall apply only to the latter parts.

¹² In Jordan, the first official legislation to regulate arbitration was the Arbitration Law of 1953 and its amendments, which was annulled by the current Arbitration Law of 2001. The Law of 2001 is mainly derived from the Egyptian Arbitration Act number 27 from the year 1994, which was based on the UNCITRAL Model Law of 1985 on International Commercial Arbitration. However, Jordanian arbitration is considered as voluntary and private. For more information see: Jordanian Arbitration Law no. 31 of 2001; Hammouri Tariq, Khleifat Dima, and Mahafzah Qais: *Arbitration and Mediation in the Southern Mediterranean Countries: Jordan*. Kluwer Law International, Walters Kluwer, Netherlands, Volume 2, Number 1, January 2007, p. 9.

¹³ Nayef Elhamaideh, Mohammed Alsoelemi, and Murad Shanikat, Implementation Of The Provisions Of Foreign Arbitral Awards Between The Theory And Practice, *European Scientific Journal* November Edition Vol. 8, No.25, 2016, p 248.

¹⁴ Article (3) of the Jordanian Arbitration Law no 31 for the year 2001.

If the arbitral tribunal has not complied with the conditions of the award in a manner affecting its content, or that the award was based on void arbitral proceedings affecting it.¹⁵

An action for nullification of the arbitral award must be raised within thirty days following the date on which the arbitral award was notified to the party against whom it was rendered; and such action is admissible even if the party invoking nullity had waived his right to do so before the issuance of the arbitral award.¹⁶

According to Article (52) of Jordanian Arbitration Law: “arbitral awards rendered in accordance with this law are deemed to have the authority of *res judicata* and shall be enforceable by complying with the provisions of this law.”¹⁷

A final decision can generally be obtained only by recourse to the courts or by arbitration. As arbitral awards are not subject to appeal, they are much more likely to be final than the judgments of courts. In other words, it must be a final arbitral awards and no longer subject to appeal in order to have the arbitral awards enforced.

However, according to the Jordanian Arbitration Law some procedural steps should be followed in order to enforce an arbitral award; for instances, an application to the Appeal Court¹⁸ (competent court) to enforce the award must be submitted.¹⁹

An application for enforcement shall be submitted to the competent court and accompanied with the followings: a copy of the arbitration agreement, the original award or a signed copy thereof, and an Arabic translation of the arbitral award authenticated by an accredited authority if the award was not issued in Arabic.²⁰

The Appeal Court shall review the application for enforcement without hearings, and shall order its enforcement unless it finds out that the award includes violation of public order in the Kingdom. If that

¹⁵ Article (49) of the Jordanian Arbitration Law, *supra*.

¹⁶ If the Appeal Court approves the arbitral award, it must decide its execution. Such a decision is final. If the court decides the nullity of the award, its decision is a subject to challenge before the Court of Cassation within thirty days following the date of notifying that decision. The final decision nullifying the award results in extinguishing the arbitration agreement. For more information see: articles (50) and (51) of the Jordanian Arbitration Law, *supra*.

¹⁷ In international commercial arbitration the arbitral award will inevitably have to be made in writing. The arbitration agreement, the law of the seat of the arbitration or the rules under which the arbitration is conducted may also require that the award conform to certain formal requirements. The arbitral award will be final and binding as to the matters which it decides. For instance article (31) of UNCITRAL Model Law on International Commercial Arbitration (1985) (as adopted by the United Nations Commission on International Trade Law on 21 June 1985) states that “(1) The award shall be made in writing and shall be signed by the arbitrator or arbitrators. In arbitrator proceedings with more than one arbitrator, the signatures of the majority of all members of the arbitral tribunal shall suffice, provided that the reason for any omitted signature is stated. (2) The award shall state the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is an award on agreed terms under article 30. (3) The award shall state its date and the place of arbitration as determined in accordance with article 20 (1) The award shall be deemed to have been made at that place. (4) After the award is made, a copy signed by the arbitrators in accordance with paragraph (1) of this article shall be delivered to each party.”

¹⁸ Article (2) of the Jordanian Arbitration Law defines the Competent Court: the court of appeal within its jurisdiction the arbitration is conducted unless the parties agree to the jurisdiction of another court of appeal in the Kingdom. Article (2) of the Jordanian Arbitration Law; *supra*.

¹⁹ Within thirty days following the date on which the arbitral award was notified to the party against whom it was rendered. The arbitral award is delivered to the parties to ensure that the claim of voidance period has passed. Article (53/a) of the Jordanian Arbitration Law: “a. the application for enforcing the arbitral award shall not be accepted unless the period of time given to the action for nullity expires.” Regarding to article (50) of the Jordanian Arbitration Law specified the period with 30 days as a following: “An action for nullity of the arbitral award must be raised within thirty days following the date on which the arbitral award was notified to the party against whom it was rendered; and such action is admissible even if the party invoking nullity had waived his right to do so before the issuance of the arbitral award.” For more information see: articles (53) and (55) of the Jordanian Arbitration Law, *supra*.

²⁰ Article (53/b) of the Jordanian Arbitration Law, *supra*.

part in the award including such violation can be separated (from others), the court may order the execution of the other part. Further, if the Appeal Court found out while reviewing the application for enforcement that the award was not duly notified to the party against whom it was rendered then it must not order to enforce the award as a result of not notification of that party. However, a decision of the court ordering the enforcement of the arbitral award is subject to no appeal while the decision refusing the enforcement is subject to challenge before the Court of Cassation within thirty days following the date of notification (of that decision).²¹

3. Role of the Judiciary in the Enforcement of Arbitral Awards under Jordanian Implementation of Foreign Judgments Law

Jordan has ratified important bilateral and multilateral conventions and treaties concerning Arbitration and Enforcement, including the New York Convention.²² The Convention established an international regime to be adopted in national laws which facilitates the recognition and enforcement of both arbitration agreements and awards. The New York Convention was followed by a series of bilateral and multilateral Conventions. They had varied purposes and were directed generally to different areas of international business.²³

In Jordan, enforcement of foreign arbitral awards is governed by the Law for the Implementation of Foreign Judgments No. 8 for the year 1952. As mentioned above, if the arbitration is considered international, then the provisions of the Jordanian Law for the Implementation of Foreign Judgments No. 8 for the year 1952 would apply to enforce the international arbitral award. However, article (2) of the Jordanian Enforcement of Foreign Awards Law defines a '*foreign award*' as (rough translation) "any award issued by a court outside of the Hashemite Kingdom of Jordan (including Religious courts) relating to civil proceeding and which provides for the payment of monies or in-kind assets or liquidation of accounts and which includes *decisions of arbitrators in arbitral proceedings if the award has become, by virtue of the laws of the country which issued the award, enforceable as an award issued by the courts in the aforementioned country.*"²⁴

According to Article (2), a judgment is considered foreign when it is rendered by a non-Jordanian foreign court. It should be mentioned here, that arbitral awards are treated in Jordan exactly like judgments and limited to judgments or arbitral awards of civil cases. Thus, arbitral awards limited to civil cases and not including criminal cases.

As a requirement to execute a foreign judgment or an arbitral award, it must be final. Also a judgment or an arbitral award is final when it is not subject to an objection in the country where it was rendered (for instance, the judgment was rendered by the highest court), or that the time limit within the objection must be taken already expired and accordingly the judgment became final.²⁵

²¹ Article (54) of the Jordanian Arbitration Law, *supra*.

²² Arbitral awards enjoy much greater international recognition than judgments of national courts. Over 134 countries have signed the 1958 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, known as the 'New York Convention, 1958'.

²³ D.M. Lew Julian, A. Mistelis Loukas and M. Kroll Stefan: *Comparative International Commercial Arbitration*. London, Kluwer Law International, 2003, p. 27.

²⁴ Article (2) of the Jordanian Enforcement of Foreign Awards Law No.8 of 1952.

²⁵ Article (7) of the Jordanian Law for the Implementation of Foreign Judgments, *supra*. It seems that the Jordanian Arbitration Law adopted the same provision in article (35) of UNCITRAL Model Law on International Commercial

The fact that the enforcement of the foreign arbitral award is governed by a competent court, hence the competent courts generally apply of the Jordanian Code of Civil Procedure which clarifies procedures that should be followed during litigations.²⁶ According to the general rules of civil proceedings, the decision of the court may be challenged before the Court of Appeal and after that before the Court of Cassation.²⁷

However, the Jordanian Law for the Implementation of Foreign Judgments requires the following, in order to enforce arbitral awards via judiciary power:

- An application that should be submitted to the First Instance Court in order to enforce the foreign arbitral award,²⁸
- Providing an authenticated copy of the award and an official translation to Arabic thereof with another copy to be delivered to the party against whom the award is invoked.²⁹

The First Instance Court's role is limited to merely reviewing the application for execution of the arbitral award without hearings. The Court must order its enforcement without touching on the merits of the case, except in certain cases such as when the matter of the award involves violation of the public order in Jordan. In this case, the Court's role is the mere refusal of the enforcement of the award.³⁰

The refusal of the enforcement of foreign awards are, according to article (7) of the Jordanian Law for the Implementation of Foreign Judgments³¹, based on the following conditions:³²

1. Competence jurisdiction. The court that issued the foreign award must have competence jurisdiction including having both the geographic and specific jurisdiction.³³
2. Place of business or resident. Defendant must have his place of business or resident in an area under the jurisdiction of the court that issued the foreign award. The award is not enforceable in Jordan if the defendant did not have his place of business or was not resident in an area under the

Arbitration – (Recognition and enforcement) Article (35) of UNCITRAL Model Law stated that: “(1) An arbitral award, irrespective of the country in which it was made, shall be recognized as binding and, upon application in writing to the competent court, shall be enforced subject to the provisions of this article and of article 36. (2) The party relying on an award or applying for its enforcement shall supply the duly authenticated original award or a duly certified copy thereof, and the original arbitration agreement referred to in article 7 or a duly certified copy thereof. If the award or agreement is not made in an official language of this State, the party shall supply a duly certified translation thereof into such language.”

²⁶ Article (8) of the Jordanian Law for the Implementation of Foreign Judgments, *supra*.

²⁷ Jordanian Law of Civil Procedure No.23 of 1971 and its amendments.

²⁸ Article (3) of the Jordanian Law for the Implementation of Foreign Judgments, *supra*.

²⁹ Article (6) of the Jordanian Law for the Implementation of Foreign Judgments, *supra*.

³⁰ The average length of such procedure is six to eighteen months.

³¹ The Jordanian Law for the Implementation of Foreign Judgments seems to adopt a provision similar to Riyadh Convention. Article (37) of Riyadh Convention stated that: “the competent judicial authority of the requested party may not discuss the subject of such arbitration nor refuse to execute the judgment except in the following cases:

(a) If the law of the requested party does not permit the settlement of the subject of the dispute by arbitration.

(b) If the adjudication of the arbitrators is made in execution of a condition or arbitration contract that is void or has not become final.

(c) If the arbitrators are non-competent under the contract or condition of arbitration or under the law on the basis of which the adjudication was made.

(d) If the litigants have not been served subpoenas in the proper manner.

(e) If any part of the adjudication be in contradiction with the provisions of Islamic Shari'a, the public order or the rules of conduct of the requested party.”

³² Article (7) of the Jordanian Law for the Implementation of Foreign Judgments.

³³ *Supra*, paragraph (1/a)

jurisdiction of the court; or if the defendant did not attend the court by his own choice and has not acknowledged its jurisdiction.³⁴

3. Notifications. The Jordanian court can refuse to enforce the award if the defendant was not served notice to attend the court who issued the said ruling, and he or she did not appear before the said court despite the fact that he or she has his place of business or is resident in an area under the jurisdiction of the said court.³⁵

4. Final, binding and enforceable award in the country in which it was issued. Not open to challenge (on whatever grounds and for whatever reason) in the country that issued the decision. The burden of proving that the foreign award is not binding and enforceable lies with the defendant. If the defendant is able to prove the decision does not satisfy the above conditions then the award is not enforceable.³⁶

5. Fraud. The foreign award must not have been obtained fraudulently.³⁷

6. Public Order or Morals. The award must not infringe or breach of public order or public morals.³⁸

7. Reciprocity. A foreign country in which the judgment was rendered allows the enforcement of Jordanian judgments in its territories. In other words, the principle of reciprocity in order to enforce foreign judgments in Jordan.³⁹

These conditions relate to the merit of a foreign judgment, jurisdiction, notification, fraud, public order, and reciprocity.⁴⁰

The Jordanian Arbitration Law seems to adopt a provision similar to that of UNCITRAL Model Law on International Commercial Arbitration. Article (36) of UNCITRAL Model Law on International Commercial Arbitration – Grounds for refusing recognition or enforcement – states that: “1. Recognition or enforcement of an arbitral award, irrespective of the country in which it was made, may be refused only: (a) at the request of the party against whom it is invoked, if that party furnishes to the competent court where recognition or enforcement is sought proof that: (i) a party to the arbitration agreement referred to in article 7 was under some incapacity; or the said agreement is not valid under the law to which the parties have subjected it or, failing any indication thereon, under the law of the country where the award was made; or (ii) the party against whom the award is invoked was not given proper notice of the appointment of an arbitrator or of the arbitrator proceedings or was otherwise unable to present his case; or (iii) the award deals with a dispute not contemplated by or not falling within the terms of the submission to arbitration, or it contains decisions on matters beyond the scope of the submission to arbitration, provided that, if the decisions on matters submitted to arbitration can be separated from those not so submitted, that part of the award which contains decisions on matters submitted to arbitration may be recognized and enforced; or (iv) the composition of the arbitral tribunal or the arbitral procedure was not in accordance with the agreement of the parties or, failing such agreement, was not in accordance with the law of the country where the arbitration took place; or (v) the award has not yet become binding

³⁴ *Supra*, paragraph (1/b)

³⁵ *Supra*, paragraph (1/c)

³⁶ *Supra*, paragraph (1/d)

³⁷ *Supra*, paragraph (1/e)

³⁸ *Supra*, paragraph (1/f)

³⁹ *Supra*, paragraph (2)

⁴⁰ Dr. Hamzeh Haddad, Enforcement of Foreign Judgments and Award in Jordan and Iraq, (www.aiadr.com/aiadr%20re/2.pdf) accessed on 25, April, 2017.

on the parties or has been set aside or suspended by a court of the country in which, or under the law of which, that award was made; or (b) if the court finds that: (i) the subject-matter of the dispute is not capable of settlement by arbitration under the law of this State; or (ii) the recognition or enforcement of the award would be contrary to the public policy of this State. 2. If an application for setting aside or suspension of an award has been made to a court referred to in paragraph (1) (a) (v) of this article, the court where recognition or enforcement is sought may, if it considers it proper, adjourn its decision and may also, on the application of the party claiming recognition or enforcement of the award, order the other party to provide appropriate security".⁴¹

Further, it should be mentioned here that the Jordanian Law for the Implementation of Foreign Judgments adopted the same method in order to enforce the foreign arbitral award under the New York Convention, the governing provisions are the ones stated in the Convention, mainly article (4) and (5). The local court proceedings stated in the Law of Civil Proceedings no.24 of 1988 and the (Enforcement Law) are applied, and therefore the decision of the Court of First Instance can be challenged by appeal before the Court of Cassation.

It should be also mentioned that some obstacles might arise during the process to enforce foreign arbitral awards, are resulting from the lack of understanding of arbitration or international enforcement treaties such as the New York Convention (NYC) by the panel courts members.⁴²

4. Conclusion

It is clear that the Jordanian arbitration law did not state a principle for distinguishing between international arbitration and the arbitration procedure, as it did not legislate any article relating to international arbitration under Jordanian arbitration law.⁴³ Article 3 of Jordanian Arbitration Law stipulates that: "This Law shall apply to all arbitration agreements are in the Kingdom and the conflict civil or commercial."⁴⁴

⁴¹ The same wording under Article 49 of the Jordanian Arbitration Law: "a. An action for the nullity of the arbitral award shall not be admitted except in any of the following cases:

- 1) If no valid arbitration agreement (and) in writing exists, or such agreement is terminated because of the expiration of its time limit.
- 2) If, at the time of concluding the arbitration agreement, either of the two arbitrating parties was (fully) incapacitated or minor pursuant to the law governing his capacity.
- 3) If either of the two arbitrating parties was unable to present his defence because he was not properly notified of the appointment of an arbitrator or of the arbitral proceedings or for any other reason beyond his control.
- 4) If the arbitral tribunal excluded the application of the law agreed upon by the parties to govern the subject-matter of the dispute.
- 5) If the composition of the arbitral tribunal or the appointment of the arbitrators was not in accordance with this law or the agreement of the two parties.
- 6) If the arbitral award rules on matters not included in the arbitration agreement or exceeds the scope of such agreement. Nevertheless, if parts of the award relating to matters subjected to arbitration can be separated from those not so subjected, then nullity shall apply only to the latter parts.
- 7) If the arbitral tribunal has not complied with the conditions of the award in a manner affecting its content, or that the award was based on void arbitral proceedings affecting it..."

⁴² Michael Hwang and Yeo Chuan Tat, 'Recognition and Enforcement of Arbitral Awards' in Michael Pryles and Michael Moser (eds), *The Asian Leading Arbitrators' Guide to International Arbitration* (2007), p. 453.

⁴³ Nayef Elhamaideh, Mohammed Alsoelem, and Murad Shanikat, *Implementation Of The Provisions Of Foreign Arbitral Awards Between The Theory And Practice*, *European Scientific Journal* November Edition Vol. 8, No.25, 2016, p 248.

⁴⁴ Article 3 of Jordanian Arbitration Law, *supra*.

In line with the above, the enforcement of arbitral awards in Jordan depends on whether arbitration is considered national or international.

If the arbitration is considered national, then the provisions of the Jordanian Arbitration Law No. 31 of 2001 would apply to enforce the national arbitral award. A request before the Appeal Court to enforce the award should be submitted, providing a copy of the arbitration agreement, the award or a copy thereof, and an official translation to Arabic of the award.⁴⁵ The Appeal Court shall decide the award to be enforced and executed unless it finds that the award contradicting Public Order and/or that the party against whom the award is invoked was not given a valid notice of the award. The decision of the Appeal Court – if it decided that the award is not to be enforced – can be challenged before the Court of Cassation.⁴⁶

On the other hand, if the arbitration is considered to be international, then the provisions of the Jordanian Law for the Implementation of Foreign Judgments No. 8 for the year 1952 would apply to enforce the international arbitral award. A request before the Court of First Instance to enforce the foreign arbitral award is submitted, providing an authenticated copy of the award and an official translation to Arabic thereof with another copy to be delivered to the party against whom the award is invoked. The Court may decide to refuse the request to enforce the foreign award. As mentioned before, the refusal of the enforcement of foreign awards are based on the seven conditions of article (7) of the Jordanian Law for the Implementation of Foreign Judgments. These conditions relate to the merit of a foreign judgment, jurisdiction, notification, fraud, public order, and reciprocity.⁴⁷ According to the general rules of civil proceedings, the decision of the court may be challenged before the Court of Appeal and after that before the Court of Cassation.

Finally, some obstacles might still exist during the process of enforcement of foreign arbitral awards, resulting from the lack of understanding of arbitration or international enforcement treaties such as the New York Convention by the panel courts' members. Thus, the international community should cooperate in order to launch training courses, conferences, and workshops for judicial staff and arbitrators to enhance arbitration skills and increase the knowledge of arbitration in general and international enforcement treaties such as the New York Convention.

⁴⁵ Article (53/b) of the Jordanian Arbitration Law, *supra*.

⁴⁶ Article (54) of the Jordanian Arbitration Law, *supra*.

⁴⁷Dr. Hamzeh Haddad, Enforcement of Foreign Judgments and Award in Jordan and Iraq, (www.aiadr.com/aiadr%20re/2.pdf) accessed on 25, April, 2017.