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The Scope of the Application of Electronic Arbitration in Resolving Electronic Contract Disputes

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Abstract
This research aims to address the issue of electronic contract dispute settlement through electronic arbitration, which is considered a modern method utilized toresolveelectronic contract disputes between the parties to the legal relationship. This research also seeks to define the term ‘ electronic arbitration”and its problems, obstacles, how to implement its provisions and the procedures that must be followed to come up with a unified global model for the regulation of legal arbitration. The problem of this research lies indefining national and regional legislation to address all the issues presented by electronic contracts and how to arbitrate their disputes in an attempt to keep pace with the rapid developments of technology.The significance of this research lies in elucidating the substantive and procedural legal aspects of electronic arbitrationand understanding the law applicable to it in light of challenges in determining the place and time of the issuance of the electronic arbitrationawardbecause of the diverse locations where the parties to the disputes reside and the arbitral tribunal.Finally, its importance lies in attempting to guide how to implement electronic arbitration provisions.
Keywords: electronic arbitration, electronic contracts, settlement of commercial disputes, nature of electronic arbitration, arbitration judgment, arbitration procedures, arbitrators.
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Introduction

The scientific development in the digital field has led to the development of all areas of contemporary life, the most important of which is the commercial fields, and electronic commercial contracts are a view of the speed of concluding and implementing contracts. However, the huge volume of electronic commercial operations is accompanied by the emergence of various electronic problems affecting contracts and their implementation.

Resolving disputes electronically differs from the way they are resolved traditionally in terms of methods and modes[1]. Electronic arbitration is basically conducted and proceeds via the Internet until the conclusion of the trial by issuing an arbitral award of a digital nature. Therefore, this research will be divided into threemain sections: the first section deals with the nature of electronic arbitration, where the second deals with electronic arbitration procedures for settling commercial disputes, and the third section will address the problems arising from the electronic arbitral award.

Section One: The nature of electronic arbitration

In this section, the concept of arbitration, its legal nature and the scope of its application will be presented.

First: The concept of electronic arbitration

Arbitration is defined as “the agreement between disputants to submit the dispute that arises between them regarding the implementation of a specific contract, or to refer a dispute that has already arisen between them, to one or more individuals, who are called arbitrators, to decide on their dispute and claims[2].”It is also known as “a legal system for resolving commercial disputes outside the judiciary courts, where the parties to the dispute choose special arbitrators who determine the subject of the dispute, its applicable law as well asmakes a binding decision on the dispute[3].Some defineit as “an optional judicial institution chosen by the litigants'will to resolve a dispute among them.[4]”

Arbitration can be considered a legal act made up of three wills: the legislator's authorization of using traditional or electronic arbitration as a substitute for the judicial process, the partieschoice to use electronic

[1]Bakhramova, M. (2022). E-Arbitration and Its Role in Modern Jurisprudence. Journal of Ethics and Diversity in International Communication, 1(8), 15-20.
[2] Al-Zuhaili, Muhammad, Sharia and Legal Arbitration in the Present Era, Damascus University Journal of Economic and Legal Sciences - Volume 27 - Third Issue, 2011, p. 367.
[3] El-Feqi, Atef Mohamed, Multilateral Commercial Arbitration, A Comparative Study, Dar Al-Nahda Al-Arabiya, Cairo, 2005, p. 5.
[4] Al-Zahrani, Falah Bin Musa, Arbitration in Banking Disputes in the Gulf Cooperation Council Countries "An Applied Comparative Rooting Study", Master's Thesis, Naif Arab University for Security Sciences, College of Graduate Studies, Department of Criminal Justice, Specialization in Criminal Policy, 2010, p. 23

arbitration, and the arbitrator's decision to accept the task of conducting electronic arbitration.In other words, it is an agreement procedure between the disputants to resolve their disputes by resorting to a third party to settle the dispute between them by rendering a binding decision.This is what distinguishes arbitration from other systems comparable to it. Therefore, it can be concluded that electronic arbitration is a special judicial system, arising from the agreement between the parties to utilize electronic means to settle the dispute between them in electronic commerce contracts, and the award is issued using modern communication means[1].

Electronic arbitration is conducted exclusively through modern ICT means. An electronic arbitration agreement serves as the first step in the arbitration process, which is subsequently carried out utilizing contemporary communication tools. There is no physical meeting between the parties and the arbitrators, and no face-to-face discussions occur prior to the stage of issuing the electronic verdict[2]. The degree to which contemporary means of communication are utilized in its processes is what distinguishes traditional arbitration from electronic arbitration.

Second: The legal nature of electronic arbitration

Jurists have argued about the legal nature of electronic arbitration. Some of them considered it a consensual contract binding on both sides, as well as a netting contract. They justified this by the fact that the arbitration system is based on the principle of free will, in addition to the fact that the contractual character is also necessitated by considering arbitration as one of the tools of international transactions. International trade or international transactions are obstructed by legislation and the judiciary in various countries, and that international exchanges can only be liberated through a contract due to their international character. Hence, the arbitration will not be effective without its contractual basis[3].

Nevertheless,the basis of arbitration is to assign special arbitrators instead of the judiciary and at the same time define the procedural rules to be followed and the law to be applied. Therefore, the decision reached by the arbitrator, in the end, is a result of the application of the conditions agreed upon by the two parties, and therefore arbitration acquires a contractual character. This is the essence of the power of will and the binding force of contracts.

As for the holders of the second legal opinion, they considered arbitration to be judicial, because arbitration is a mandatory judiciary binding on the litigants, even if they agreed on it. The arbitrator does not act on the will of the opponents, which makes the judicial capacity that prevails over the arbitration[4]. The arbitrator’s verdict is a judicial act, as is the judicial act issued by the judicial authority in the country. This is in addition to the fact that both the arbitrator and the judge resolve the dispute underthe authority of res judicata[5]. While a third opinion considers arbitration to be of a mixed nature, namely the arbitration agreement and the arbitrator’s judiciary. The first is brought about by the disputants, and the second is brought about by the arbitrator.

It may be claimed that many contracts have been handled from the perspective that arbitration is a system that stands out from both the contract and the judicial system due to its unique characteristics. Arbitration is a long and difficult process made up of doctrinal and judicial components that are mixed in a unique system to advance the interests of international trade dealers rather than defend the interests of a certain nation[6].

The non-submission of arbitration to any national law, starting with the arbitration agreement and ending with the arbitration verdict, is the most appropriate theory for electronic arbitration due to the nature of its procedures. Where the lawsuit is filed, notices of the lawsuit are delivered via e-mail, and decisions and other communications are made in the same way. These procedures are preceded by the parties' agreement to accept the globalization of dispute solutions related to international trade and international commercial arbitration without being satisfied with what is decided by international agreements and legislation in force at present[7].

Third:The scope to which electronic arbitration is applied to electronic commercial disputes

Electronic disputes have become increasingly common since the advent of electronic commerce. It is any dispute between two parties, each claiming their ownership of the object in issue, even if the subject of the dispute is related to electronic commerce[8]. Therefore, commercial contracts through the electronic network are either contracts of a mixed commercial nature or contracts that benefit both parties.Thus, the commercial contracts that are concluded via the electronic network vary, they are either commerce contracts for its two parties or contracts

[1] Al-Yassin, Nafez, The Legal System for the Protection of Electronic Commerce, Ph.D. Thesis, Ain Shams University, 2007, p. 294.
[2] Al-Kuwaiti, Abdul-Haq, Electronic Arbitration as a Mechanism for Settling Electronic Trade Disputes, First Edition, 2016, p. 34.
[3] Burberry, Mukhtar, International Commercial Arbitration. Dar Al-Nahda Al-Arabiya, Cairo, 1995, p. 7
[4]Morsli, Ibrahim, Electronic Arbitration as a Means of Electronic Dispute Resolution, Research to Obtain a Bachelor’s Degree in Private Law, The Multidisciplinary College of Safi, 2015-2016, p. 19.
[5] Ibrahim, Ibrahim Ahmed, private international arbitration. Dar Al-Nahda Al-Arabiya, Cairo, 2000, p. 31.
[6] Al-Jamal, Mustafa and Abdel-Aal, Okasha, Arbitration in International and Internal Private Relations, Al-Halabi Human Rights Publications, Beirut, 1998, p. 47.
[7] Nassef, Hossam El Din Fathi: Implementation of invalid arbitration rulings issued abroad. Dar Al-Nahda Al-Arabiya, Cairo, 2005, p. 20.
[8] Abu Helou, Helou and Karim, Abbas, Al-Wajeez in Explanation of the Jordanian Commercial Law, 2nd Edition, Amman, 2002.

of a mixed commercial nature, that is, the commercial for one of its parties and civil for the other party, contracts concluded between a business institution and a governmental or local administration, or contracts between consumers[1].

First: Electronic commerce contract

The electronic contract is defined according to the method in which it is concluded It can be defined as "An agreement between the two parties to the contract through the convergence of the offer and acceptance via the internet, whether in the convergence of the two wills, contract negotiations, signature or any part of the molecules of its conclusion as, whether this behaviour is in the presence of the two parties to the contract in the contract council or by meeting through computer screens or any audio or visual electronic means[2].It is also seen as "A contract in which the offer and acceptance are made via an international telecommunications network utilizing electronic data interchange, with the intent of establishing contractual obligations."

Then, it can be said that an electronic contract, is an agreement based on an offer issued by the claimant regarding an offer presented electronically by audio or video, or both means on the communications and information network, and an identical acceptance issued by the counterparty by the same methods to attain a specific process or transaction that the two parties wish to accomplish[3].

European legislation considered electronic commerce contracts within distant contracts. Where the European Parliament defined it through the Directive on Consumer Protection in Remote Contracts No. 97/7 issued on: 20/05/1997 in Article (2) as: 'distance contract' means any contract concerning goods or services concluded between a supplier and a consumer under an organized distance sales or service-provision scheme run by the supplier, who, for the purpose of the contract, makes exclusive use of one or more means of distance communication up to and including the moment at which the contract is concluded."

Article 15 of the same law specifies that "The Member States shall bring into force the laws, regulations and administrative provisions necessary to comply with this Directive no later than three years after it enters into force.[4]"This kind of contract governs all electronic commercial transactions, including the exchange of electronic documents, between business entities located within the nation or abroad.

Third:Electronic disputes on a non-contractual basis

Electronic commercial disputes may occur as a result of the conclusion or the execution of the contract, or due to some elements related to electronic commerce, especially those related to website name disputes or the so-called domain names.However,when any statutory obligation is not upheld by any of the parties, these disputes arise. Some examples of non-contractual disputes include copyright disputes when parties utilize a material that is protected under copyright, without the permission of the concerned owner or use it more than the permissible limits of fair use[5].

Other disputes may arise as a result of the violation of data protection, and the privacy of data. free expression of ideas, and domain name disputes concerning trademark infringement.As some sites owner may register their site with an identical or similar name of a well-known trademark or add a pejorative phrase to its name.

Section Two: Electronic arbitration procedures for resolving commercial disputes

Electronic arbitration follows specific procedures to resolve commercial contract disputes due to the spread of modern communication techniques in the transmission of notices and documents. The management of the electronic arbitration process is also given special significance in terms of recognizing the verdict issued in the arbitration cases that have been considered and issuing the award on the Internet, as well as arbitration provisions that are based on arbitration clauses contained in e-commerce contracts.

Article (2/2) of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards obligated the states party to apply the recognition and enforcement of arbitral awards made in the territory of a State other than the State where the recognition and enforcement of such awards are sought within specific conditions including the agreement should be written and signed, and that the arbitral awards be ratified. Nevertheless, these conditions need to verify the availability of their requirements by electronic means to settle disputes, and the need to expand the concept of writing and electronic signature to keep pace with the development of trade contracts[6].

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[1]Obeidat, Lawrence Muhammad, Evidence of the Electronic Editor, House of Culture for Publishing and Distribution, Amman, 2009, p. 130.
[2] Al-Matlaqa, Muhammad Fawaz, Al-Wajeez in Electronic Commerce Contracts, Amman, 2006, pg. 28.
[3] Ibrahim, Khaled Mamdouh, The conclusion of the electronic contract, Dar Al-Fikr Al-Jamii, 2005, p. 51.
[4] Jamal, Samir Hamed Abdel Aziz, Contracting through Modern Communication Techniques (A Comparative Study), Edition 2, Dar Al-Nahda Al-Arabiya, Alexandria, 2007, pg. 64.
[5] ADVANI, H. (2021). Jurisdictional Aspect in E-Commerce Transaction: Indian Perspective.
[6] Al-Shdeifat, Mahmoud Abdel Rahim, Consent in the formation of the contract via the Internet, 1st floor, Dar Al-Thaqafa for Publishing and

First: How to initiateelectronic arbitral proceedings

The referral of a commercial contract dispute to electronic arbitration follows different procedures starting from determining the competent arbitral tribunal which has its method and specific rules within the framework of electronic arbitration, especially when the arbitral tribunal faces a non-traditional electronic arbitration agreement. In addition to the procedure used for hearing and resolving the dispute on one hand and the other hand the employment of modern communication technologies in proceeding with the case, and the essential results it raises that differ from what is found in traditional arbitration.

The appointment of the arbitral tribunal is due to the solo will of the parties to the dispute, which takes the form of an agreement to assign a neutral, qualified individual, who is known as an arbitrator, to resolve the dispute. So, the will of the parties is the main reference for the appointment of the arbitral tribunal[1], hence, if the parties agree to choose the arbitrators, then what was agreed upon must be adhered to. Before resorting to the arbitration centre, a set of procedures must be taken to submit the dispute to the arbitration centre, which can be summarized as follows[2]:

1. Filing a Statement of Claim.The Statement of Claim should provide the details of the dispute, including relevant dates, names of entities and individuals involved, the type of relief requested and the respondents from whom the claimant is seeking relief or damages.
2. Nominating representatives to represent the dispute parties during arbitration or mediation proceedings, defining contacting information, determining the number of arbitrators, choosing the method of procedures to be followed, as well as determining the arbitration period.
3. Submitting documents, and evidence supporting the right of each party, with a copy of the arbitration agreement document attached. The centre then contacts the parties by e-mail to follow up the procedures according to certain periods, with the payment of specific administrative fees (which vary from one arbitration centre to another).
4. The arbitration process begins as soon as the Statement of Claim was filled and the required documents were submitted to the assigned centre. The centre notifies the respondent of the request for arbitration to prepare his defences and provide evidence and data supporting it. Pursuant to the general principle of arbitration, arbitration procedures commence from the day the respondent receives the request for arbitration from the claimant unless the parties to the arbitration agree otherwise.
5. The date of the hearing is set by the arbitration centre to enable each party to present its evidence and data, and then the arbitration process begins, which ends with the issuance of the arbitral award. The E-award is rendered online and the parties are notified of it either by publishing it on the institution site with access restricted to the parties for confidentiality considerations or by sending it to them digitally.

Second: Arbitration procedures and the subject of electronic arbitration

Arbitration procedures are the steps that must be followed after the arbitral tribunal is constituted until the issuance of the decision that settles the dispute[3]. The determination of the applicable law is important in determining the administration of the evidentiary system and the technical means that would ensure respect for the principles of confidentiality, merit and defence rights. In addition to organizing the process of exchanging regulations and organizing meetings on the Internet.In the main sections of the arbitration proceeding, the question of applicable law is raised. a) The arbitration clause's or submission agreement's applicable law. b) The law that establishes the arbitration's procedural rules; c) the law that governs the crucial disputes between the parties[4].Thus, procedural rules include rules that must be followed after the appointment of the arbitrator or the arbitral tribunal until the issuance of the arbitral award.

Accordingly, parties to arbitration have considerable freedom to choose the procedural rules that are consistent with their needs to govern their arbitration or to choose the type of legal system for the arbitration procedures. However, this issue has two cases. The first is the capability of the parties to agree on the applicable law to govern their arbitration procedures. e Parties to an arbitration agreement must express an unequivocal desire to authorize a certain statute to set up the arbitration's administrative processes. If there is no explicit will, the arbitrator is not entitled to obtain this will implicitly, as it does not seem to have a role in this case, given the importance of procedural issues.

As for the second opinion, it provides a solution when the parties' expressed or implied choices are

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Distribution, Amman, Jordan, p. 66.

[1] Al-Kuwaiti, Abdul Haq, Electronic Arbitration as a Mechanism for Settling Electronic Trade Disputes, First Edition, d.m, p. 72.

[2] Abu Al-Haijaa, Muhammad Ibrahim, Arbitration via the Internet, 1, 2002, Scientific House for Publishing and Distribution, House of Culture for Publishing and Distribution, Amman - Jordan, p. 39

[3] Al-Haddad, Hafizah, Appealing the Nullity of Arbitral Awards Issued in International Private Disputes, Dar Al-Fikr Al-Jamii, 1997, p. 191

[4] Jaberi, M. S. (2014). Online arbitration: A vehicle for dispute resolution in electronic commerce. Available at SSRN 2128242.

absent[1].Undoubtedly, the absence of the parties will, their failure to specify the law applicable to the arbitration agreement, andthe insufficiency of the procedures agreed upon by the litigants such as the seating of the electronic arbitrationmay lead to inconsistent outcomes. Based on international practices, in the absence of party autonomy, arbitrators are responsible to choose appropriate law.

To overcome these issues, especially determining the seat of electronic arbitration, the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awardsprovide solutions in this respect in Article (5/1): "The parties to the agreement referred to in article II were, under the law applicable to them, 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." This indicates thatthe parties have complete freedom to choose the law applicable to the arbitral procedures and that the law applicable to them is typically the law of the State of their incorporation[2]. Nevertheless, within the framework of electronic arbitration, serious difficulties appear in terms of determining the place (seat) of arbitration, and even the foundations that were chosen to overcome these difficulties[3].

As a result, there were several options mentioned for selecting the place of arbitration. Some of them required settling the dispute in light of the seat of the arbitral tribunal or the arbitrators. This suggests applying the law of the jurisdiction where the arbitral tribunal is located, resolving the issue by applying the law of the place where Internet service is provided, or choosing the theory of non-national arbitration, which necessitates acknowledging the non-national character of electronic arbitration.

The fact that there is no actual place for electronic courts makes it seem like it would be best to provide the parties with entire freedom in choosing a virtual place for arbitration[4]. The submission of electronic arbitration procedures to the power of the arbitral tribunal is one of the options, even in the absence of the parties to the dispute having the intention to select the procedural rules.As the parties tend to authorize the electronic arbitration bodies with this authority, they are the best able to organize the procedures of this arbitration due to their special capabilities that qualify them to do so[5].

Regarding the issue of electronic arbitration, it is established practice that the parties to the arbitration agreement have absolute freedom to choose the law that will apply to the specifics of the dispute that will be the subject of the arbitration. If the rules governing the dispute's subject matter were not chosen by the parties, the arbitrator will be asked to do so. The arbitrator will then select the appropriate legal principles that will guide his decisions in making a verdict[6].

Section Three:Problems arising from the electronic arbitration award

The processes for issuing an electronic arbitral award are similar to those used for traditional arbitration. The deliberation can be conducted electronically via the Internet through video conferences that transmit images and sound accurately and directly, and through which the arbitrators can practice their work in a confidential and secure deliberation.This was confirmedby the Swiss Supreme Court's decision, which stated that the arbitrators do not need to meet in person and have the freedom to conduct deliberations via electronic means, which is guaranteed by email, so long as security precautions are taken, such as preventing any unauthorized party from accessing the deliberation and preventing the disclosure of any information about it[7].

This section discusses the issue of the legality of the electronic arbitration award by showing how it is issued and implemented.

1. Issuance of an electronic arbitral award.

The arbitral award is issued in writingand signed either by all or the majority of arbitrators within a specified period. the names and addresses of the parties to the dispute and their addresses, the names of the arbitrators, their addresses, nationalities and capacities, a summary of the arbitration agreement, the facts of the dispute and of the party's claims, sayings defences and documents, the text of the ruling (award), the date and place it was rendered, and the reasons on which the award is based when the citing of such reasons is mandatory. Additionally, the arbitrator's fees and costs of arbitration shall be included.

A copy of the arbitral award shall be delivered to each of the two parties within the specified date in the

[1] Mansi, Mohamed Abdel Aziz, Arbitration Agreement in Electronic Commerce Disputes, 1st Edition, Al Falah Library for Publishing and Distribution, Cairo, 2011, p. 239

[2]ACERIS LAW LLC. (2021, Feb). Laws Applicable to an International Arbitration. https://www.acerislaw.com/laws-applicable-to-an-international-arbitration/

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[4] Imad Al-Din, Al-Muhammad, previous reference, p. 1053

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[7] Matlub, Mustafa Nathiq Saleh, Electronic Commercial Arbitration, Al-Rafidain Journal of Rights, Volume (11), Issue (39), Year (2009), p. 171

arbitration agreement[1].The arbitrators must abide by this date unless it is extended by agreement of all, and therefore the extension of the date is not related to public order[2].

It should be noted that the recognition of arbitral awards related to e-commercial contracts is a subject of controversy, although most national legislation on e-commerce contracts has recognized this type of commerce[3]. Despite this, we find that domestic laws relating to arbitration and most of the international conventions and rules require the arbitral award to be in writing, as stated in Article (41) of the Jordanian Arbitration Law No. 31 of 2001 and Article (26) of the rules of the London Court of International Arbitration for the year 1998.

International conventions, national laws and regulations of arbitral tribunals also emphasized giving full authority to the arbitral award as a judicial ruling, as the 1985 New York Convention stipulated in Article (3) that: "Each Contracting State shall recognize arbitral awards as binding,"The 1985 Model Law stipulated in Article (35) that the arbitral award is binding regardless of the state in which it was issued, and the Jordanian Arbitration Law stipulated in Article (52) that "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."

It can be said that this agreement gave electronic writing a recognized legal authority and equal to normal writing. Likewise, it was also stipulated by New York, which originally required that the arbitral award is in writing and with a traditional signature. Accordingly, the above-mentioned United Nations Convention allowed the recognition and implementation of the electronic arbitral award in its current form, and this is of course at the international level and among the contracting countries under this agreement.

It is noted that this agreement is not the only one at the international level that has recognized electronic writing and signature, but many national laws have recognized it, as well as international rules and conventions in arbitration and arbitration institutions that are concerned with the method of electronic commercial arbitration in several countries in the world that have focused on the means of modern technologies and communications to resolve commercial disputes.This was confirmed by the Arab Federation of Electronic Arbitration concerning the mandatory rulings issued by it, which regarded the arbitral award as binding as the ruling of the court.

After the electronic arbitral award is issued, it is obligatory to notify the litigants by an arbitrator or the arbitral tribunal and that is by sending the final decision to the arbitral centre to notify the parties of the dispute. The parties to the dispute have the right to refer to the arbitral tribunal to correct the material and arithmetic errors in the decision or to request it to explain any ambiguous clause.

2. The implementation of the electronic arbitral award

One of the important issues in the electronic arbitration process is to determine how to implement the electronic arbitral award and how to save it and refer to it later because the issuance of the award without the ability to implement it makes it useless.[4]If the respondent does not intend to voluntarily perform the decision and fails to do so, the enforcement of the decision shall take place[5].

However, considering the arbitral award enforceable is different from that in the lawsuit, as it is an integral part of the arbitration process, and the aim is not to dispute a specific thing.Rather, it is a procedure required by the legislator before a competent court.[6]Article (3) of the New York Convention of 1958 and Article (35) of the Model Law of the United Nations in 1985 stipulated that the enforceable award is the duly authenticated original award or a duly certified copy thereof, and the original arbitration agreement.

As for the 1996 Model Law on Electronic Commerce, Article (8) stipulates that a certified copy can be used asthe authenticated original award, under two conditions: The first is that there is a guarantee that it will be notified, and the second is that this notice is sent to the person to whom the copy of the arbitral award is submitted.[7]

As for the recognition and implementation of the electronic arbitral award, the official authorities competent in the implementation begin with the competent court to issue the executive decision and other enforcement bodies will not easily accept the implementation of the electronic arbitral award unless there is a national law, or an international agreement obligating the national authorities to recognize and implement electronic arbitral awards[8].

For nations that do not recognize the electronic writing and signature procedure, it is technically conceivable to issue the arbitral award electronically, provided that it is emptied into a written form and

[1]Jordanian Arbitration Law No. 31 of 2001, text of Article (41)
[2] Hayawi, Nabil Abdel Rahman, Principles of Arbitration, 3rd Edition, Al-Atak Book Industry, Cairo, 2007, pp. 145 and 146.
[3] Study: A proposal to develop a unified system for Arab electronic commerce to keep pace with the information revolution, p. 2, published and on the website: www.news.maktoob.com
[4] Ghaleb, Abdul Qadir, op.cit, p. 8
[5] Al-Aboudi, Abbas, Explanation of the Provisions of the Execution Law, House of Culture, Amman, 2005, p. 72.
[6] Al-Zoubi. Awad, Principles of Civil Trials, Dar Wael, 2nd Edition, Amman, 2006, p. 50
[7] Matlub, Mustafa Nathiq Saleh, previous reference, p. 173
[8] Jumaa, Hazem Hassan, Electronic Arbitration Agreement and Methods of Proof through Modern Communication, Research Presented to the First Scientific Conference on Legal and Security Aspects of Electronic Operations, Police Academy, Dubai - UAE, 26-28/4/2003, p. 36.

presented to the courts for approval[1].In order to avoid implementation barriers, it is essential to consider the opposing country's law when conducting electronic arbitration as well as the law of the country from which the judgment is intended to be recognized and implemented, including the degree to which it recognizes electronic writing or not.

This was confirmed by the text of Article (27) of the rules of the International Chamber of Commerce in Paris for the year 1998, which considered the arbitration decision when it was issued to be final and binding and may not be appealed for any reason. Also, the Jordanian Arbitration Law stipulated in Article (48) that it is not acceptable to challenge the arbitration rulings by any method of Methods of appeal, but it is permissible to file an action to nullify the arbitral award.

This was confirmed by the text of Article (27) of the rules of the International Chamber of Commerce in Paris for the year 1998, which considered the arbitral award when it was issued to be final and binding and may not be appealed for any reason[2]. Also, the Jordanian Arbitration Law stipulated in Article (48) that Arbitral awards rendered in accordance with the provisions of this law may not be challenged by any of the means of appeal, However, an action for nullity of the arbitral award may be instituted.

Results

1. Electronic arbitration emerged to help with the quicker resolution of commercial disputes originating from international trade relations as a result of the considerable scientific advancement in the sectors of information technology and modern communication methods.
2. The use of electronic arbitration to resolve disputes relating to electronic commerce offers benefits that support and aid in the growth of the industry, giving dealers trust in it.
3. Since traditional writing was not initially required to be done on paper, electronic writing has been adopted by laws and international law as a significant formal need for the arbitration agreement.
4. The potential for using some standard arbitration clauses in electronic arbitration to resolve trade contract disputes in lieu of using the official state judiciary, with the goal of attaining mutually agreeable justice between the disputing parties.
5. There are still numerous issues that need to be addressed before governments can accept and accommodate this type of arbitration, particularly in regard to the recognition and regulation of legal centres that result from the use of electronic arbitration and the execution of the awards made by it.

Conclusion

The scientific and technological advancement of electronic commerce has resulted in issues that call for definite and organized positions to be taken in order to be procedurally fair and objective in the resolution of disputes relating to electronic commerce.This matter called for expediting the development of the necessary principles and foundations that this type of trade needs to be a structured and clear law for it.

Despite this, it is very challenging to develop legal means to deal with disputes that are relevant to and consistent with their nature, which occurs in the digital environment. This difficulty led to the adaptation of traditional legal means to resolve disputes to address the privacy of electronic commerce, making arbitration in an electronic format the best option.

Recommendations

1. Keeping up with the development of treaties and regulations relating to the application of electronic arbitration provisions, as well as the change of national laws and international commercial arbitration laws pertaining to electronic arbitration, which encompasses its different parts and issues.
2. Given that it has become a reality that is being practised and a life necessity that must be taken seriously, electronic arbitration should be given more importance within the curricula of law faculties. This is because it represents the desire of contemporary human society, which was compelled by the need to become an electronic society par excellence.
3. Electronic arbitration procedures and sessions must be conducted under the fundamental principles established in traditional arbitration, including the principle of confrontation between opponents and the principle of respect for the rights of the defence, the principle of equality in the treatment of the parties to the dispute, as well as the principle of continuity in arbitration sessions.

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