ANNUAL REPORT
ON THE CENTRE’S ACTIVITIES AND OPERATIONS 2019
GCC leaders during the (39th) GCC Summit
Kingdom of Saudi Arabia on 2 Rabi’ā Al Akher 1440 Hijra
corresponding to 9 December 2018
HH Prince Dr. Bandar bin Salman bin Mohamed Al Saud
Honorary President

Board of Directors 2019

Redha Juma Al Saleh
Chairman
Sultanate Oman

MOHAMED HILAL AL MAHARY
Vice Chairman
United Arab Emirates

Bader Saud Al Bader
Member
State of Kuwait

Dr. Shaikh Thani Bin Ali Al Thani
Member
State of Qatar

MANSOOR ABDULLA AL SHATHRY
Member
Kingdom of Saudi Arabia

Sami Mohammed Sharif
Member
Kingdom of Bahrain
Chapter 1
Vision and Mission of the Centre
Our Vision
To have an integrated judicial and arbitration system, independent of the GCC states, including the headquarters state, closely connected to the regional and international arbitration situation with the system and regulations drawn from a multi-party sovereign source that rises above laws in force in the GCC States.

Our Mission
To enhance the role of arbitration as a self-dependent system and a unique tool for resolving commercial disputes and for attracting foreign direct investment (FDI) and to qualify and train a new generation of arbitrators by conducting training programmes of high quality and spreading the arbitration culture.

Our Values
Complete neutrality and impartiality, integrity in the supervision of arbitration proceedings and ensuring that absolute and flexible justice is served that responds to the specifics of the dispute.

Our Strategic Objectives
1. To enhance the regional and arbitration nature of the centre in terms of its legal entity, sovereignty, benefits and the nature of its awards, considering that the GCC is the parent institution to which the centre is affiliated.
2. To co-operate on the regional level in order to introduce a new and modern legislation dealing with arbitration, relying upon the concept of the rule of the will prevailing on international commercial markets.
3. To co-operate with judicial and legal bodies in the GCC countries in the fields of arbitration management, appointment of arbitrators and pursuing the enforcement / execution of arbitral awards.
4. To provide assistance by way of giving legal opinions and advice when national arbitration centres are established in the GCC countries.
5. To provide advisory services on drafting arbitration agreements or providing a list to choose from the best cadres to undertake the arbitration process.
6. To co-operate on a regional level with chambers of commerce, judicial training institutes, labour unions and professional societies in organizing conferences and seminars and implementing arbitral and legal training programmes.
7. To expand the scope of the Centre’s services on a regional level and publishing academic journals and publications and to improve and sustain the satisfaction of stakeholders.
Board Chairman’s Message

During year 2019, the Centre continued to achieve successes in all areas; whether in the number and diversity of training courses or the growth in the number of disputes that the Centre is receiving, which reflects the confidence of the disputants in the strength of the judgments issued by the Centre. There is also good demand on the registration in the arbitrators’ roll/panel and the experts register.

Since the Centre moved all of its operations and executive management to its new building on 14 October 2018, it continued to develop its facilities during 2019 and equip the premises with the best equipment and technology to provide comprehensive services and satisfy the customers’ needs. A new training room equipped with modern technologies was set up on the seventh floor which was a major addition to the Centre’s facilities. No less than 26 training events were conducted in the new facility which highlights the Centre’s role in spreading the culture of arbitration. Such training courses in the Kingdom of Bahrain were used to be held previously in hotels.

During the year, the Centre’s Board of Directors issued many important decisions that serve the interests of the Centre. The most prominent of these was the decision to add “conciliation” as an alternative means for resolving disputes before resorting to arbitration. The Centre is now working on taking the necessary official steps to add this new service to the Centre’s functions. The other major decision taken by the Board included the creation of an assistant secretary-general post and a secretariat post for the Board of Directors, along with allocating an office for the Chairman of the Board of Directors.

We look to the future with an ambitious plan towards raising the level of communication and cooperation between the Centre and the Gulf chambers of commerce and industry and with their respective arbitration Centres. We also have a vision towards strengthening joint work with the rest of the official bodies emanating from the Supreme Council of the Cooperation Council States, as well as with the ministries of justice, government agencies that are concerned with local/internal and foreign/external investments, considering that arbitration is a sure guarantee and one of the main incentives to attract foreign investments.

The GCC Commercial Arbitration Centre is looking forward and exerting every effort to be the strongest and largest arbitration centre by maintain its good reputation, integrity and independence of arbitrators and avoiding conflicts of interest in commercial arbitration. We aim to be the best by respecting the principles of impartiality and independence.

We would like here to extend our sincere thanks and appreciation for the excellent team work of the members of the Board of Directors and the staff of the General Secretariat of the Centre who worked hard to achieve these successes. We also extend our thanks to all the official bodies that supported the Centre, including the chambers of commerce in GCC countries, official entities and in particular the Omani Ministry of Justice, the Omani Ministry of Housing, Abu Dhabi Commercial Conciliation and Arbitration Centre and the Saudi Council of Engineers. We wish the UAE every success in assuming the presidency of the Centre during the year 2020. We look forward to work together to achieve more and more successes in serving the investment environment and economic sectors in the Gulf Cooperation Council states.

Engineer Reda bin Juma Al Saleh
Chairman of the Board of Directors - Representative of the Sultanate of Oman
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Business and Activities of the Centre in 2019
First: Board Meetings

The Centre’s Constitution stipulates that the Board of Directors shall meet at least once every six months or whenever the need arises. The Board of Directors convened five meetings in 2019 during which a number of resolutions were passed, the most important of which are as follows:

1. Meeting No. (72) in Muscat, Sultanate of Oman – Wednesday 20th March 2019:
   • Approval of the external auditor’s (Grant Thornton – Abdul Aal) Report on the Centre’s Accounts for financial year ending 31.12.2018.
   • Approval of the Management Letter received from the external auditors.
   • Approval of the re-appointment of Grant Thornton – Abdul Aal as auditors for the Centre’s accounts for financial year 2019.
   • Approval of the Annual Report on the business and activities of the Centre in 2018.

2. Meeting No. (73) in Muscat, Sultanate of Oman – Sunday 21st July 2019:
   • Approval of the creation of the new post of “Assistant Secretary-General“.
   • Allocating an office for the Chairman of the Board of Directors and the appointment of a secretary for Board affairs.
   • Submission of management and financial reports to the Board of Directors every three months.
   • Discussing the comments and observations of the members of the Board of Directors on the Centre’s draft staff affairs regulations.

3. Meeting No. (74) at Kuwait Chamber of Commerce and Industry, State of Kuwait – Sunday 15th September 2019:
   • The formation of a committee headed by the Deputy Chairman of the Board and the membership of the representatives of the Kingdom of Bahrain and State of Kuwait to review to review the law establishing the Centre, the Board of Directors work regulations, and the staff affairs regulations.
   • Acceptance of the resignation of the Centre’s Secretary General.
   • Formation of a caretaker committee to run the business of the Centre, headed by the Chairman of the Board and the membership of the Deputy Chairman and the representative of the Kingdom of Bahrain.
   • Assigning the representative of the Kingdom of Bahrain to be Acting Secretary-General on a temporary basis.

4. Meeting No. (75) at the Centre’s headquarters in the Kingdom of Bahrain - Monday and Tuesday 28th and 29th October 2019:
   • The Board approved the opening of new bank accounts at Al Salam Bank and Mashreq Bank.
   • Approval of the hiring of an external auditor to audit all the work of the Centre.
5. Meeting No. (76) at Oman Chamber of Commerce and Industry, Sultanate of Oman - Monday and Tuesday 10th and 11th December 2019:

• To conduct a study to add the word “conciliation” to the name of the Centre and submit it to the Secretariat General of the Gulf Cooperation Council.
• Forming permanent committees - technical committee - financial and administrative committee - internal audit committee.
• To postpone the opening ceremony of the building to September 2020 to coincide with International Law Day.
• Transferring the presidency of the Centre to the United Arab Emirates from 01 January 2020 until 31 December 2020.
• Appointing the representative of the Kingdom of Bahrain as Deputy Chairman of the Board of Directors from 01 January 2020 until 31 December 2020.

Second: Management of Arbitration Disputes

A. Arbitration Requests:
A party wishing to refer a dispute to arbitration will submit an arbitration request (application) to the General Secretariat of the Centre (Arbitration Section Secretariat). The Secretary General will vet the application to ensure that it fulfils all the conditions required in an arbitration application as stipulated in Article 9 of the Arbitration Procedures, especially the existence of an arbitration agreement to refer disputes to the Centre. The Centre received sixteen arbitration applications from a number of companies of different nationalities. These applications were checked to ensure that the Centre has proper and clear jurisdiction to look into each dispute.

Ten arbitration requests in respect of which all procedures have been completed were moved to the arbitration stage - arbitration tribunals were formed according to the rules and legal procedures, and the dispute file was transferred to them. As for the remaining six requests, the parties have not yet completed some of the procedures necessary to proceed with the arbitration process.

We summarize below the ten arbitration requests for which all registration procedures have been completed. These are the cases that were referred to the tribunals:

Dispute No. (120/2019):
A Bahraini closed joint stock company against two Bahraini companies, one of which is a closed joint stock company and the other a single-person company. The dispute relates to a breach of obligations in respect of a real estate development contract. The contract is governed by Bahrain law. The tribunal is made up of three arbitrators and the arbitration is conducted in Arabic.
Dispute No. (121/2019):
A Bahraini closed joint stock company against two persons (a Bahraini and a Saudi national). The dispute relates to a property development contract. The contract is governed by Bahrain law. The tribunal is made up of three arbitrators and the arbitration is conducted in Arabic.

Dispute No. (122/2019):
A Bahraini closed joint stock company against the owners of a project (Bahrainis and Saudi nationals). The dispute relates to breach of obligations in respect of a real estate development contract. The contract is governed by Bahrain law. The tribunal is made up of three arbitrators and the arbitration is conducted in Arabic.

Dispute No. (123/2019):
A Bahraini closed joint stock company against the owners of a project (Bahraini nationals). The dispute relates to breach of obligations in respect of a real estate development contract. The contract is governed by Bahrain law. The tribunal is made up of three arbitrators and the arbitration is conducted in Arabic.

Dispute No. (124/2019):
A Bahraini national against a Bahraini single-person company. The dispute relates to breach of obligations in respect of sale contracts to purchase 3 flats. The contracts are governed by Bahrain law. The tribunal is made up of three arbitrators and the arbitration is conducted in Arabic.

Dispute No. (125/2019):
A Saudi sports club against a UAE company. The dispute relates to breach of obligations in respect of a contract to supply of goods. The contract is governed by UAE law. The tribunal is made up of a single arbitrator and the arbitration is conducted in Arabic.

Dispute No. (126/2019):
An Omani company against an Omani government entity. The dispute relates to breach of obligations in respect of contracts to supply goods. The contracts are governed by Oman law. The tribunal is made up of three arbitrators and the arbitration is conducted in Arabic.

Dispute No. (127/2019):
A Saudi company against a Saudi company. The dispute relates to a contract for the execution of work. The contract is governed by Saudi law. The tribunal is made up of a single arbitrator and the arbitration is conducted in Arabic.

Dispute No. (128/2019):
A Saudi company against a quasi-governmental entity in the Kingdom of Saudi Arabia. The dispute relates to a contract for the execution of a project. The contract is governed by Saudi law. The tribunal is made up of a 3 arbitrator and the arbitration is conducted in Arabic.

Dispute No. (129/2019):
A Saudi establishment against a Saudi establishment. The dispute relates to a real estate development contract. The contract is governed by Saudi law. The tribunal is made up of a single arbitrator and the arbitration is conducted in Arabic.
$13.7 million - Total of 7 arbitration requests received from Bahraini companies.
$16.8 million - Total of 4 arbitration requests received from Saudi companies.
$6.0 million - Total of an arbitration request received from an Omani company.
$24.0 million - Total of an arbitration request received from a Cypriot company.
$1.0 million - Total of an arbitration request received from a UAE company.

Chart No. (1): Percentages of total arbitration requests by nationality of the parties

Chart No. (2): Percentage of total arbitration requests by subject of dispute
Table No. (1)
The value of arbitration disputes that have been decided in the arbitration procedures

<table>
<thead>
<tr>
<th>Dispute No.</th>
<th>Date of Registration of the Arbitration Request</th>
<th>Value of Dispute</th>
</tr>
</thead>
<tbody>
<tr>
<td>120/2019</td>
<td>28.1.2019</td>
<td>2,603,679</td>
</tr>
<tr>
<td>121/2019</td>
<td>13.3.2019</td>
<td>255,732</td>
</tr>
<tr>
<td>122/2019</td>
<td>23.3.2019</td>
<td>714,058</td>
</tr>
<tr>
<td>123/2019</td>
<td>23.3.2019</td>
<td>435,648</td>
</tr>
<tr>
<td>124/2019</td>
<td>16.5.2019</td>
<td>99,204</td>
</tr>
<tr>
<td>127/2019</td>
<td>29.10.2019</td>
<td>408,083</td>
</tr>
<tr>
<td><strong>Total Value of Arbitration Disputes</strong></td>
<td></td>
<td><strong>12,703,790</strong></td>
</tr>
</tbody>
</table>

B. Final Arbitration Awards Issued In 2019:

An arbitration award will have a number of effects, including those relating to the arbitral award itself, in that it is binding and enforceable. The other effects relate to the arbitral tribunal in terms of the termination of the arbitral proceedings and the ending of the tribunal’s work except in respect of correcting or clarifying an award. Article (15) of the Constitution and Article (36/1) of the Arbitration Procedure stipulate that “An award passed by a tribunal pursuant to these Rules shall be binding upon the two parties and final. It shall be enforceable in the concerned states once an order is issued for the enforcement thereof by a competent judicial authority”.

The arbitral tribunals at the Centre have issued the following awards, listed in the order of the date of issuance:

1. An arbitration tribunal comprising three arbitrators issued a final award on 06 January 2019 on a dispute filed by a claimant, a Bahraini closed joint stock company, against the respondents, a UAE joint stock company and a Bahraini closed joint stock company, with respect to a total dispute amount of BD 2,840,381/-. The tribunal rejected the defence of the respondents that the dispute should not be heard because of time limitation. It further dropped the case against the second respondent and ordered the first respondent to pay to the claimant a sum of BD 391,633/- together with legal interest at the rate of 2% from 31 December 2016 until the date of full payment. The award was based on the provisions of Article (366) of the Civil Law promulgated by Legislative Decree No. (19) of 2001 which states that “(a) Save where there is a provision in the law to the contrary, the term of prescription for sums payable periodically at recurring intervals such as the rent of buildings and of agricultural land, salaries, wages and pensions, is five years, where the debt is not admitted by the debtor”. Article (379 / a) of the same law states that “The Court of its own initiative cannot invoke
prescription. Prescription must be invoked by the debtor, his creditors or any party who has interest in the case, even if the debtor has failed to do so”. The cassation court explained that the phrase “sums payable periodically at recurring intervals” mentioned in Article 366 of the Civil Law “ means that that such sums must be due on specific periodic dates, and that it should be ongoing and renewable by its nature and on its own on the specific periodic dates as long as the cause or reason for it continues to exist, such as the rights stipulated in Article 366 itself. This provision applies to any right that is “periodic and recurring” in nature” (Appeal 588 of 2007).

2. An arbitration tribunal comprising a single arbitrator issued a final award on 31 January 2019 on a dispute filed by a claimant, a Bahraini company with limited liability (WLL), against the respondent, a Bahraini establishment, with respect to the supply of electronic data. The contract is substantively governed by Bahrain law and the total amount of the dispute is BD 85,994/430 Bahraini dinars. The tribunal ordered the respondent to pay to the claimant an amount of BD 83,649/430 together with legal interest at the rate of 4% from the date of filing the arbitration claim on 25 April 2018 until the date of full payment. The award also obligates the respondent to pay the expert’s fees of BD1,250/-, legal fees of BD 300/- and arbitration fees of BD 6,720/-.

3. An arbitration tribunal comprising three arbitrators issued a final award on 24 March 2019 on a dispute filed by a claimant, a Bahraini closed joint stock company, against the respondents, two Bahraini single-person companies, with respect to a total dispute amount of BD 843,227/-. The tribunal rejected the respondents’ defence that the tribunal has no jurisdiction to hear the dispute. The tribunal affirmed that it has jurisdiction to hear the dispute and ordered the two respondents to pay to the claimant the following:
   • A sum of BD 764,995/- representing the value of the works done on the properties subject of the dispute and the management and maintenance fees due for year 2018.
   • Legal interest on the amount awarded in the above paragraph, at 4%, from the date of filing the arbitration claim on 24 June 2018, 2018 until the date of full payment.
   • A sum of BD 67,040/- representing the total expenses of this case, including the Centre’s administrative fees and the arbitration tribunal’s fees, as well as a sum of BD 3,000/- in legal fees incurred by the claimant company.

4. An arbitration tribunal comprising a single arbitrator issued a final award on 30 May 2019 on the dispute filed by a claimant, a Bahraini company with limited liability (WLL), against two respondents, a Bahraini national and a Saudi national, with respect to a construction contract. The contract is substantively governed by Bahrain law and the total amount of the dispute is BD 595,840/-. The tribunal ordered the two respondents to pay to the claimant the following:
   • A sum of BD 75,985/070 together with legal interest at the rate of 3%.
   • Appropriate costs of arbitration amounting to BD 6,520/-. The tribunal rejected all the other claims and counter-claims.
   • To set-off the legal fees. Article (31) of the Centre’s Arbitration Procedures stipulates that “If there is a single arbitrator on the tribunal, he shall pass the award after the
closing of the pleadings”. Article (36) of the said Procedures stipulates that “An award passed by the Tribunal pursuant to these Rules shall be binding and final. The award shall be enforceable in the GCC member states once an order is issued for the enforcement thereof by a relevant judicial authority”. In this, the Bahraini Court of Cassation ruled that “The work of the expert is an element of factual evidence in the case and the court of the subject matter shall have the discretion to accept his assessment and conclusions as long as they are based on justifiable reasons. Meaning that the court did not find anything in the defence directed against the report that deserves a reply other than what is mentioned in the report itself”. (Appeals No. 593 and 634 of 2012 - Hearing 20/10/2014).

5. An arbitration tribunal comprising three arbitrators issued a final award on 29 August 2019 on a dispute filed by a claimant, a Bahraini closed joint stock company, against the respondent, a Bahraini public joint stock company, with respect to a total dispute amount of BD 5,955,000/-. The tribunal issued the following award:

First: All contracts between the claimant and the respondent pertaining to investment in the project subject of the arbitration are annulled, and the respondent must pay a sum of BD 5,655,000/- to the claimant.

Second: The respondent must pay a sum BD 150,000/- as compensation. All other requests were rejected.

Third: The respondent must pay a sum BD 4,000/- as legal fees.

Fourth: The respondent must pay all costs and expenses of the arbitration case and its registration fees amounting to BD 155,373/-.

The award was based on Article (1), Definitions, of Law No. (64) of 2006 promulgating the Central Bank of Bahrain and Financial Institutions Law, which stipulates the definition of Portfolios and Investment Funds as “Investment schemes offered and marketed in the form of negotiable securities mainly originated for the purpose of raising funds from the public and investing them in specific investment schemes on the basis of risk distribution. Shares in such schemes shall be directly or indirectly repurchased, redeemed or repaid for from the assets of the scheme according to the desire of the investors in any of such scheme”. Article (39) of the same law defines Regulated Services as “(a) For the purposes of this law, Regulated Services shall mean the financial services provided by the financial institutions, including those governed by Islamic Sharia principles. (b) The Central Bank shall issue regulations specifying the Regulated Services and organizing the delivery of these services. The Central Bank shall supervise and regulate any licensees providing such services.”

6. An arbitration tribunal comprising three arbitrators issued a final award on 27 October 2019 on a dispute filed by a claimant, a Bahraini closed joint stock company, against four Bahraini respondents, with respect to a total dispute amount of BD 714,058/-. The tribunal issued the following award:

First: The first respondent is not a party to the dispute.

Second: The fourth respondent is removed from case without incurring any costs or fees.

Third: The second and third respondents must pay the following to the claimant:
7. An arbitration tribunal comprising a single arbitrator issued a final award on 03 November 2019 on a dispute filed by a claimant, a Bahraini closed joint stock company, against a Bahraini woman, with respect to a total dispute amount of BD 111,169/-. The tribunal ordered the respondent to pay to the claimant the following:

- A sum of BD 82,656/-, together with past due interest at an annual rate of 2% on an amount of BD 39,663/- dinars from 01 July 2017, and also interest at the same rate on an amount BD 42,993/- from 01 October 2017 until full payment. All other claims were rejected.

- A sum of BD 5,769-808 as appropriate fees and expenses, and BD 100/- for legal fees.

The award referred to the provisions of Article (335) of the Civil Law which stipulates that “In terms of Article (15) of the Property Rent Law, court cases relating to decreasing rent or returning a raise in rent due to decrease or increase in leased property area shall not be heard if one year has lapsed from the date of actual handing over of the leased property”. Since the claimant has insisted not to accept payment because of the expiration of time, the defence of the respondent regarding reducing the rent becomes unacceptable. The Bahrain Court of Cassation ruled that “The lessor shall refrain from doing anything which may affect the lessee in his enjoyment of the leased property – Article (519) of the Civil Law. The lessor may withhold the rent until he receives the benefit of the leased property even if he did not file a lawsuit, based on Article (150) of the same law. The reason for this is whatever may be inferred by way of legal action can be indicated by way of payment of rent,” (Appeal No. 249 of 2006). The Court of Cassation ruled that “Articles (538) and (530) of the Civil Law stipulates that the lessee shall exercise due care in the use and preservation of the leased property with the care exercised by a reasonable person, and that the lessee shall be bound to restitute the leased property in the condition in which it was at the time he took delivery thereof. If
the leased property is handed back to the lessor without providing a statement of its condition, it shall be assumed that the lessor has received it in good condition unless evidence to the contrary is presented”, (Appeal No. 450 of 2008, hearing of 11 May 2009 - Court of Cassation – hearing of 11 May 2008).

8. An arbitration tribunal comprising three arbitrators issued a final award on 04 November 2019 on a dispute filed by a claimant, a Bahraini closed joint stock company, against two respondents, a Saudi national and a Bahraini national, with respect to a total dispute amount of BD 255,732/-. The tribunal issued the following award:

First: To reject the plea that the arbitration clause is invalid.

Second: The plea that the tribunal has no jurisdiction to hear the case against the second respondent has been rejected. The tribunal affirmed that it has jurisdiction to hear it.

Third: The first respondent was ordered to pay to the claimant a sum of BD 110,751/005 towards contractual compensation for the delay in the completion of the construction with the contractual interest.

Fourth: The first respondent was ordered to pay to the claimant a sum of BD 5,347/752 for development services fees for the years 2017 and 2018.

Fifth: The two respondents were ordered to jointly pay to the claimant a sum of BD 107,690/- for resale fees before the completion of the construction.

Sixth: The two respondents were ordered to pay, each in respect of the amount he is ordered to pay, interest at a rate of 4% per annum from 13.03.2019 until full payment.

Seventh: The two respondents were ordered to jointly pay the arbitration expense, and in set-off the legal fees.

Eighth: All other claims/requests were rejected.

The award was based on the fact that the arbitration agreement, like any other voluntary act, effects and binds its two direct parties and their universal successors in accordance with the provisions of Article (133) of the Civil Law. The arbitration agreement also binds particular successors in accordance with the provisions of Article (134/a) which stipulates that “Obligations and personal rights created by contracts relating to a certain asset that has subsequently been transferred to particular successors in title are transferred to such particular successors in title together with the asset”. Paragraph (b) of the same article stipulates that “However, the obligations relating to the asset shall not be transferred to a particular successor in title unless upon conclusion of disposal the particular successor in title had knowledge of or was able to know thereof unless otherwise provided for by the law.”
Third: Registration in Arbitrators’ Roll/ Panel and Experts’ Register

The Centre’s Constitution provides that an arbitrator must satisfy certain conditions before accepting his request for registration on the arbitrators’ roll. The second paragraph of Article (11) stipulates that “An arbitrator shall be a legal practitioner, judge or a person enjoying wide experience and knowledge in commerce, industry or finance. He must be reputed for his good conduct, high integrity and independence of opinion”. At the same time, Article (12/1) of the Arbitration Procedures restricts the authority of the Secretary-General in appointing arbitrators from the Centre’s roll/panel of arbitrators in that he shall do so only in the event that the parties did not appoint them within the specified legal period.

Some 250 arbitrators and experts joined the list of arbitrators and experts in 2019, compared to 236 arbitrators and experts in 2018, an increase of 14 arbitrators and experts representing a growth rate of about 6%. The new enrolments covered various fields of specialization, the most prominent of which were law and engineering. The attached Chart No. (3) shows the distribution of specializations amongst the memberships registered in year 2019.

New registrations from the Kingdom of Bahrain on the Arbitrators’ Roll/Panel and Experts’ Register during year 2019 came on the top with a total of 173 arbitrators and experts joining the lists representing 69% of the total number of new registrations in year 2019. The Kingdom of Saudi Arabia came in the second place with 45 new arbitrators and experts, followed by the United Arab Emirates with 14 arbitrators and experts, then the Sultanate of Oman with 8 arbitrators and experts, the State of Kuwait with 4 arbitrators and experts, the United Kingdom with 3 arbitrators and experts, the State of Qatar with 2 arbitrators and experts and finally one member from the Republic of Lebanon, as shown in Chart No.(4).

<table>
<thead>
<tr>
<th>Specialization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shipping and sea freight</td>
</tr>
<tr>
<td>Economics and Finance</td>
</tr>
<tr>
<td>electronic Engineering</td>
</tr>
<tr>
<td>Valuation and real estate registration</td>
</tr>
<tr>
<td>Business Administration</td>
</tr>
<tr>
<td>Accounting</td>
</tr>
<tr>
<td>Sharia and comparative jurisprudence</td>
</tr>
<tr>
<td>Engineering arbitration and contracting contract (construction) in light of FIDIC</td>
</tr>
<tr>
<td>Maritime arbitration</td>
</tr>
<tr>
<td>Stock disputes</td>
</tr>
<tr>
<td>Law</td>
</tr>
</tbody>
</table>

Chart No. (3) Memberships Registered in year 2019 according to specialisation
Fourth: Training Programmes, Workshops and Conferences

A. Arbitrators Qualification and Development Programme and Specialization Programmes:

1. Professional Certificate in Arbitrators Qualification and Development:

The Centre conducts a programme designed to qualify and develop arbitrators. The programme comprises an orientation stage “The Concept of Arbitration and its Legal Nature” followed by five consecutive stages covering all phases of arbitration (the arbitration agreement and guidelines on how to draft it, procedures for the administration of arbitration cases, arbitral award: fundamentals and methodology, enforcement or annulment of an arbitral award and finally a mock up practical case). Demand on this programme is high amongst citizens and residents in GCC countries. This programme is part of the Centre’s requirements and conditions for registration on the Arbitrators’ Roll.

The programme, which was passed by 199 participants, was implemented in cooperation with:

- Ministry of Justice of Oman – Muscat
- The Labour Fund (Tamkeen) – Kingdom of Bahrain
- Abu Dhabi Commercial Conciliation and Arbitration Centre - Abu Dhabi - UAE.
- Saudi Council of Engineers - Jeddah
- Qassim Chamber of Commerce and Industry – Qassim, Kingdom of Saudi Arabia
2. **Engineering Arbitration and Construction Contracts in the View of FIDIC:**

The Centre conducted a “Professional Certificate Program in Engineering Arbitration and Construction Contract in the View of FIDIC”. The programme which used to consist of three stages now consists of four successive stages, with increased emphasis on the legal element in international construction disputes and FIDIC contracts. Sixty-one (61) participants passed this programme which consists of the following stages:

- **Stage 1:** Nature of Arbitration and the provisions/ clauses of a construction contract
- **Stage 2:** Construction contracts
- **Stage 3:** FIDIC contracts (conditions, claims and settlements)
- **Stage 4:** Practical workshops and case studies on resolving disputes involving building and construction contracts.

The programme was implemented in cooperation with and support of the following entities:

- Labour Fund (Tamkeen) - Kingdom of Bahrain.
- Ministry of Housing - Sultanate of Oman.

3. **Professional Certificate Programme in Maritime Arbitration:**

The Centre conducted a “Maritime Arbitration Programme” this year in the Kingdom of Bahrain with the support of the Labour Fund (Tamkeen). Twenty (20) trainees from the GCC states participated in this programme which consists of four stages as follows:

- **Stage 1:** The concept of arbitration and its legal nature
- **Stage 2:** The principles of maritime law and international maritime treaties
- **Stage 3:** Insurance, carriage of goods by sea and marine accidents
- **Stage 4:** Arbitration in shipping documents and ship charter contracts.

**B. - Conferences**

1. **Annual Conference of the Centre in Salalah:**

Under the patronage of His Excellency Mohammad bin Sultan bin Hamoud Al Busaidi, Minister of State and Governor of Dhofar, the Centre held its 24th annual conference in cooperation with the Oman Chamber of Commerce and Industry, Dhofar Branch. The conference was held during the period 21-22 August 2019 in Salalah, Sultanate of Oman under the theme “Arbitration in the fields of foreign investment in the GCC countries”, with the support of the Abu Dhabi Arbitration and Conciliation Centre and the Salalah Methanol Company, and the participation of twelve speakers. Some (120) participants including judges, arbitrators and investors from the GCC countries and the Arab world attended the conference.

2. **Participation in “Arbitration and Dispute Resolution in Engineering Projects” Forum:**

At the invitation of the Saudi Council of Engineers, the Centre participated in the “Arbitration and Dispute Resolution in Engineering Projects” Forum which was held at the Chamber of Commerce and Industry, Eastern Province, Kingdom of Saudi Arabia on Sunday, 22 December 2019.
The Managing director of the Centre presented at the forum a working paper titled “The Nature of the Arbitration Process and the Provisions of Construction Contracts”. The paper said that non-administered (ad hoc) arbitration may endanger or harm the rights of litigants. In contrast, experience proved that institutional arbitration is the most successful way to resolve commercial disputes compared to non-administered arbitration. It pointed out that the Arbitration Centre “Dar Al-Karar” was established in accordance with an international agreement and its rules are based on international law. The Centre is an international legal entity and its arbitration at the regional level is part of the international commercial arbitration. The paper cautioned against alleged arbitration centres in some Arab countries that are nothing more than training centres.

The paper made a comparison between the non-administered arbitration and institutional arbitration, referring to the GCC Commercial Arbitration Centre as a model for institutional arbitration, and the Saudi Arbitration System as a model for non-administered arbitration. It explained how the Centre was established and shed light on its functions and role at the local, international and regional levels. It added that there may be certain arbitration cases in which an arbitrator can be rejected during the process of arbitration, such as when an arbitrator fails to disclose his connection to or interest in one of the parties. The purpose of allowing the rejection of an arbitrator is to assure the litigants of the independence and neutrality of the arbitrators, and thus ensuring that the arbitration process is fair and impartial.

The forum was opened by Dr. Kamal bin Abdullah Al Hamad, director of the Saudi Council of Engineers branch in the Eastern Province, in the presence of a number of judges from the Eastern Province courts, in addition to 60 participants mainly lawyers, engineers and contractors, including Dr. Eng. Nabil Abbas, Dr. Eng. Zuhair Mohammad Al-Sarraj, and Mr. Moaibed Al-Rasheedi - Engineering Arbitration Department at the Saudi Council of Engineers. A total of 5 work papers were presented at the forum.