

**MARITIME ARBITRATION BY DOCUMENTS
AND DEEDS ONLY**
in the Egyptian Arbitration law No . 27 / 1994

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**What is meant by maritime Arbitration by Documents
and Deeds only?**

The maritime arbitration by documents and deeds only means the agreement of the parties that the arbitrators settle their dispute only through their documents and deeds , without holding any sessions for oral procedure or the acceptance of the parties the proposal of the arbitrators to settle their dispute on the basis of the documents and deeds only .

**When will the parties Resort to such a kind of
Arbitration ?**

The parties usually resort to such a kind of arbitration if the subject matter of their dispute is of a petty value or their dispute is great but they want to save their time and expenses . An example of these disputes that can be settled through documents and deeds is “ the arbitration of specifications”, wherein the settlement of the dispute about the specifications of the delivered goods needs no more than the material examination thereof the arbitrator can himself perform it or asks for the assistance of an expert .

Will the Arbitrators submit to the Desire of the parties in their choice of such kind of Arbitration? Will this Arbitration confiscate the Right of the parties to Hold an oral session of procedure or more?

If the parties chose their arbitration to be through documents and deeds only , the arbitrators should submit to their desire . They also have to submit to the parties desire if they want to hold an oral session ; for this kind of arbitration does not affect their right to ask for an oral session or more .

Will the Egyptian Arbitration law Recognize the Arbitration through Documents and Deeds only?

yes, the Egyptian Arbitration law, 1994 , recognizes the arbitration on the basis of documents and deeds only; as Article 33/1 states that the agreement between the parties to decide whether the arbitration will take place through oral sessions of procedure or through documents and deeds only , should be taken seriously . If there is no such agreement , the arbitration board should decide the suitable form for deciding the arbitration .

This text existing in the Egyptian Arbitration law is of the unique texts that rarely exist in the Arbitration laws of most countries .

This is due to the importance the Egyptian legislator extends to this kind of arbitration . But the will of the parties in this choice should be frank and emphatic , so that it may not be invested against the arbitration award , for its disrespect for the right of defense and the precept of confrontation . The arbitrator also , should not be the first to accelerate the ending of arbitration and the issuing of the award . He should be certain that the documents and the deeds are sufficient to cover all sides of the dispute , in order to over come the only defect that some specialists may find in the arbitration through documents and deeds , that is the insufficiency of the documents and deeds in setting the dispute .

This article provides for a general overview only and must not be relied upon as constituting advice in any specific case. Advice should always be sought before taking steps in proceedings- For Further information pls. Contact Mr. U. Soliman