

**THE MARITIME ARBITRATION CLAUSE  
BY REFERENCE**  
in the Egyptian Arbitration law No. 27 / 1994

By Mr. / Usama Soliman  
Advocate before Supreme Court

**What is meant by the maritime Arbitration clause by reference ?**

The maritime Arbitration clause by reference means referring the Bill of lading that does not contain the arbitration clause to the text of charter - party that the Bill of lading is concluded in accordance with it and includes the arbitration clause in its text .

**Will the arbitration clause, mentioned in the charter - party in this case, be merged with the Bill of lading that is issued in accordance with it, so that the Disputes that arise from it can be settled through arbitration ?**

**When will this mergence be Done ?**

The Egyptian arbitration law , 1994 , in its article 10 / 3 states that : “ Each reference , mentioned in the contract , to a document including the arbitration clause is considered agreement , if the reference is clear , considering this clause part of the contract .

Therefore , the Egyptian Arbitration law determines the mergence of the arbitration clause , mentioned in the charter - party , with the Bill of lading issued in accordance with it .

This text , mentioned above, derives from Article7/2of the model law of the united Nations committee of the International commercial law,1985.

But the law did not decide when is the reference clear , considering this clause part of the contract ? consequently , it did not determine whether be it general reference , included in the Bill of lading to the text of charter party in general , or a special reference in the Bill of lading to the arbitration clause , mentioned in particular , in the charter party.

It is worth noting that the Egyptian Justice, before issuing the Egyptian Arbitration law, was satisfied with the general reference, included in the Bill of lading, to the charter - party in general; as the decisions of the Egyptian court of cassation , based on the reference of the Bill of lading to the charter - party whether be it general or special reference , will render the arbitration clause , mentioned in the stipulation , merge with the Bill of lading and is obligatory to its holder or to the consignee , even though the consigner did not sign the Bill of lading. which is no more , in this case , than a receipt of receiving the goods and loading them on board the ship .

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