

**INDEPENDENCE OF THE  
MARITIME ARBITRATION CLAUSE**  
in the Egyptian Arbitration law No . 27 / 1994

By Mr. / Usama Soliman  
Advocate before Supreme Court

**What is meant by the independence of the maritime Arbitration clause ?**

Independence of the maritime arbitration clause means the independence of the arbitration clause concluded in the form of the arbitration clause included in the texts of the original contract from this contract and the effects that may affect its invalidity, so that the argument of independence of the arbitration clause in relation to the arbitration clause concluded in the form of the stipulation of arbitration may not arise. The stipulation is, essentially , a separate contract concluded independently from the original contract to settle the disputes that stemmed from it .

Therefore, will the arbitration clause be considered a simple text included in the other terms of the contract and is destined the same destiny? Or on the contrary, should be considered an independent term from the other terms of the contract, or should it be considered a contract included in the original contract; consequently, its destiny is not connected with the destiny of the original contract, and is considered independent from the original contract, that is not affected in its existence or correctness by the existence and correctness of the original contract?

The Egyptian Arbitration law , 1994 , frankly decides the precept of independence of the arbitration accord from the original text that includes in its Article 23 : “ the term of arbitration accord is considered independent from the other terms of the contract . The contract , being invalid , cancelled or terminated , does not bring about any effect upon the term of arbitration included therein , if this term is correct in itself” .

Thus , the Egyptian Arbitration law , 1994 , has laid the legal basis to what the justice and jurisprudence approved before it is issued . It decided the independence of the term of arbitration from the original contract that contains it ; consequently , it decided the existence of the term and its correctness , regardless the invalidity , the cancellation or the termination of the original contract , whenever the term of arbitration is extant and correct .

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