



# Objections with Temporary Impediment Effect in International Commercial Arbitration

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## Abstract

Commercial disputes in the international area are basically settled through arbitration mechanism. In the course of arbitration, as a suitable and reliable authority for resolving commercial disputes, the issue of objections as a form of parties' defense is introduced. Objections in terms of the impacts they might have on arbitration process could be categorized into the objections with the effect of permanent and temporary impediment (to the proceedings). Although most applicable governing laws on objections are among the supplementary rules and considering them depends on expressing consent by the party or parties in dispute as the case may be, however some of the objections are mandatory provisions and are related to the public policy. Despite the fact that the Iranian Law on International Commercial Arbitration in its part is regarded as a commendable evolution in the international commercial arena, since it has not elucidated the issue of objections and merely has discussed its totality, leads it to encounter a fundamental gap. The study proceed with objections with temporary impediment effect and arbiters decisions by considering parties can what objections proposed and what are their effects in international commercial arbitration.

**Keywords:** International commercial arbitration, objections, temporary impediment, withdrawal, Jus Cogens , international public order;

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## 1. Introduction

Today, international commercial arbitration plays an important and increasing role in resolving disputes between individuals in the international arena, in such a way that, except in rare cases, the parties to the dispute do not want to hand over the fate of their litigation to national courts.

The reason for this approach can be seen in the fact that the parties to the dispute do not trust the domestic courts and prefer to resolve their dispute in the jurisdiction of an Impartial and at the same time reference expert who is not affiliated with any country. In the event of a dispute between the parties to the international commercial agreement, each of the parties tries to bring his documents to Judicial battleground for defending himself. Objections are considered as one of the defenses at

this stage. This defensive way plays an effective and efficient role in the course of arbitration and can Change the fate of fight.

The significance of this form of defense in international commercial arbitration is emerging the time, although there is no doubt about the accuracy of the objection, the arbiter's reference based on certain rules and other requirements that are required in international arbitration, don't effect the raised objection.

It should be noted that the objections are not merely the final constituencies of the Code of Conduct of public and revolutionary courts in civil affairs, but as a result of an international commercial contract, there are other issues that the beneficiary can cite.

Iran's International Commercial Arbitration Law, despite its goodwill, has a major vacuum in the

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debate and the reason for this is that the Iran's law has been adapted to changes in the law of the Anticline Code.

The recent law has consistently raised the issue; In such a way that the effect of the objection or some of it has not been paid attention. In this way, it is imperative that the Iranian legislator, in accordance with the laws of the advanced countries and the arbitration procedure, overcome and complete the deficiencies of the International Commercial Arbitration Law.

The action of the objections is basically the rights of the parties, so that they are free, like any other right, in the action or the non-action of it. However, some of the objections are either customary or public order. In this assumption, even if the objection has not been cited, the court will quash the judgment of the arbitral which is issued without regard to the objection, as the regulatory authority. This Iranian legislator's approach can be seen in two directions: On one hand, it does not specify the realm of public order and did not answer the question whether the purpose of the general order prescribed in the International Commercial Arbitration Law is the internal public order and related to the country of the court or The international public order is free from internal regulations. The explanation of this concept could end many of the issues involved in the judicial process, and expanded the scope for arbitration in the field of foreign trade. On the other hand, it is imperative that Supervision of courts in arbitration be reduced in particular international arbitration. In general, in such laws, which aim at gaining the trust of foreign and domestic businessmen, due to various and sometimes vague reasons, the cases of void voting by the judge should not be developed by the court, so that it may be argued that The Iranian legislator has different ways to override what they do not see fit to implement.

Due to the efficiency of the arbitration institution, the supervisory aspect of the establishment should be sacrificed to the supportive aspect in order to obtain the trust of the parties to the contract. The main question of the present research is, what objections can parties bring up in the course of the arbitration and what will be its effect? In response, he should say that the objections can be classified into two general categories, with due regard to the effect that may have on the course of the arbitration, namely: the acceptance of which imposes a temporary impediment to the course of arbitration, and whose acceptance imposes a permanent impediment to the course of arbitration Creates. In this research, only objections are considered that temporarily suspend the arbitration proceedings. Other questions will be raised to the mind that will be answered in future discussions, including when

is the deadline for the submission of the objection? What will be the decision of the referee or referees in the event of bringing up objection? The guarantee of the implementation of the refusal is objected to by the referee and is it possible to involve the court in this matter or not?

The present article is divided into four parts: in the first part, the concept of the objection and the conditions for its cancelation are examined; the second part deals with the study of the objections that cause temporary impediment for the process of arbitration.

In the third part, the deadline and the effects of the drafting of the objections will be studied and in the fourth part, it will be discussed the guarantee of failure to pay attention to the actioned objection by the referee.

#### 1. The concept of the objection and its types

objection in the word means to scum, to excuse and to protest [1]. Some writers define that it's a problem have known that one of the parties can take from the claim or the judge or the other party, or on the court or the agent of one of the parties [2]. Others have considered the objection to be a means that a defendant usually seeks to impose a temporary or permanent impediment to the proceedings in order to interrupt a temporary or permanent refusal to take a victory) [3].

Finally, a number of objections have been defined in terms of self-denial and self-defense, regardless of the nature of the claim [4]. Despite these definitions, the legislator did not define a definition in the Law on Public Procurement and the Civil Procedure Revolution in 2000. The new French Code of Civil Procedure states in paragraph 73 defines objection in this way "Any means that caused the proclamation of illegal or degraded proceedings to be declared or proceedings to be suspended is considered as an objection of trial. The common denominator of all these definitions is that the objection is due to the lack of a form of dispute that can be observed by the parties to the dispute, their representative, the arbitrator, the court or the court itself; not only the defendant, but also the plaintiff, can also use this objections.

Basically, the bringing up objection is one of the rights of parties ; therefore, the respondent or plaintiff of arbitration can disregard to bring it up; in fact, the withdrawal from the action is a one-way legal action, which is realized by the will of one side. And its legal effect is on the person that do it [5].

Withdrawal is based on explicit and implicit abandonment. In the first instance, the abandonment from the right to bring up object is explicitly made, but in the latter case, some actions occur from the person that implies the abandonment of that right. Thus, in order to certainty of the implied withdrawal, a clear and

unambiguous action should be occurred. The content of Article 5 of the International Commercial Arbitration Rules of Iran is consistent with the definition of implied withdrawal, since it considers the continuation of the arbitration with the knowledge of the non-existent objection to the issues of the right of withdrawal. According to this article: "In the event that each of the parties, knowing the non-observance of non-statutory provisions of this law or the Applicable arbitration agreements, continue the arbitration and doesn't adduce his objection immediately or in moratorium that has been stated for this purpose it will be deemed to have disregarded the right to object". This material is inspired by Article 4 of the UNCITRAL Arbitration Examination Act. This article stipulates: "Whatever the fact that either of the parties, despite the knowledge of the failure to comply with some of the provisions of this law or with the requirements of the arbitration that the parties can withstand, will continue to review the arbitration, and make no objection to it without delay, or if the deadline has been set. This deadline does not raise any objection; it will be deemed to have neglected its objection. The difference between the two articles is that the ancillary prototype law conveys a justified excuse as a factor in delaying the objection. In accordance with the general rules of Iranian law, a justified excuse can be a factor in accepting the delay in bringing up the objection.

Objections can be divided in different ways. Including the timing of the draft resolution that is before the substantive defense or during the process of consideration, as well as the subject and parties to the arbitration agreement, such as an objection to the arbitrator, including a complaint to the arbitrator and the objection to personal or thematic competence of arbitrator and objection related to claim like the validity of closed objection or whether the objection is preemptory or not.

It seems that the proper division that can be made from objections in international commercial arbitration is to divide it from the effects of the objection. Adherence to this division that follows some of the modern world laws, such as the New French Code of Civil Procedure (in Article 73), the objections are in two ways:

First, the objections that the adoption of the act is a temporary impediment to the course of the arbitration, and when it is eliminated as no other obstacle, the course of the arbitration proceeds to its normal state, and secondly, the objections that the adoption of it creates a permanent impediment in the course of arbitration.

In the light of what has been said, the problem can be defined according to the work involved in the process: the means by which each parties use it in

the way to provide temporary or permanent impediments to arbitration proceedings.

## **2. Objections with temporary effect on the action of arbitration**

The objection of regulation of the incomplete application of the arbitration, the objection of inactivity and the objection of the arbitrator's personal jurisdiction is one of the defects that the effect of passing it by the court of reference, provides a temporary impediment to the process of arbitration; each of these objections is examined as follows:

### *2-1. The objection of regulation of the incomplete application of the arbitration*

And in order for the arbitral proceeding start validly and correctly and the arbitrator or the arbitrators find the duty for resolution and settlement of the dispute between the parties. the petitioner must properly arrange the referral of the dispute to the arbitration. This request must include the points and conditions specified by the law governing arbitration or the agreement of the parties, because, in order to observe the principle of correspondence, he has the right to be informed from the petitioner's will clearly and unambiguously, in order to be able to deal with it and, in order to prove the right not to the other party, provide his documents and defend himself. The International Commercial Arbitration Rules of Iran, in clause (b) of Article 4, have provided this decree.

However, it is sometimes possible that plaintiff does not comply with the requirements for starting an arbitration, such as the demand haven't been properly calendar; the reason for the disclosure is not disclosed; or the arbitration request is set out in a language other than the agreed language. What, in principle, causes the incomplete regulation of an application for an arbitration or its excessive elaboration should be in general terms in the general sense of the content of the arbitration clause in the arbitration rules. Because different rules or rules of arbitration differ on the terms and conditions of the request for initiation of arbitration. Some only have a short, brief explanation of the claims and demand, and others, a detailed request for arbitration is considered necessary [3-5]. Therefore, due to the lack of precise criteria, it may be wise to ask for an arbitrary request for an arbitrary arbitration and to set the grounds for the objection. For example, Paragraph 3 of clause B of Article 4 of the International Commercial Arbitration Rules of Iran giving a brief mention of the general nature of the claim and the amount of the request considered enough and In comparison, Article 4 of the Rules of the International Chamber of Commerce (ICC) stipulates that the request for

arbitration shall include an explanation of the nature of the disputes, circumstances and circumstances which led to the occurrence of the dispute and the statement of the basis of the claim. The question is, what is the fault with which, if plaintiff regulate his application incomplete and not comply with the legal or contractual requirements? Whenever he wants to complete his application at the usual time before the beginning of arbitration proceeding, no specific problem be created [6]. Otherwise, the respondent may, at the first hearing, raise objections to failure to comply with the terms of the request for arbitration because in case of not inserting cases of necessity in the application for arbitration, the legal claim cannot be called the "request for review" in the correct and legal sense it knows, so it works the "request for arbitration" will not be filed. So that, the arbitrator or the arbitral tribunal shall make a decision after considering the objection.

If the respondent is aware of the initiation of a lawsuit, failure to comply with some of the requirements of the plaintiff's request for arbitration will not prevent arbitration from valid starting. For example, in the case of the 7071 Iranian public rights lawyers, as a plaintiff, regardless of the terms of the contract signed on December 9, 1974, submitted the request for arbitration without a proper legal basis; The issue was rejected. The arbitration panel of the International Chamber of Commerce (ICC), in its vote of February 8, 1994, reviewed the objections raised and decided, as follows: "Regarding the observance of the requirements for the expression of the claim, although the application for arbitration does not have a good composition for full expression, it is sufficiently clear that the reader can understand and respond to it. It reads from the defenses that the claim has been properly understood and acted upon. From the point of view of arbitration, the minimum requirements of paragraph 2 of Article 3 of the Rules of Arbitration shall be observed in the settlement of the request for arbitration and the request is valid [7].

There is no general criterion about knowing what to do without the effect of the objection; in each case it depends on the particular circumstances. In general, it can be said that the answer to the nature of the dispute can lead to a rejection, and if the respondent does not provide an answer, his objection may be accepted.

#### *2-2. The objection of incapacity*

Paragraph 2 of article 2 of the Iranian International Commercial Arbitration Act states: All individuals who have incapacity to claim to a dispute can arbitrate international arbitration in their jurisdiction, whether they are preferred or not at

the judicial authorities, and, if the design is at any stage, refer it in accordance with the provisions of this law. According to the general word "all individuals" All natural and legal persons can refer their claims to arbitration. The natural persons who possess such a discretion must have the conditions of puberty, reason, and development, and have the right to possess their property and rights [8]. In the case of claims of legal persons, they can be divided into two groups: first, legal persons of the subject of private law: these persons, in accordance with Article 588 of the Commercial Code, have the right to refer disputes to arbitration;

Secondly, legal persons in the field of public law: these persons, who are more closely related to the government, the organizations and the state-owned enterprises, are different from other individuals.

The position of foreign systems of law with the possibility of referral of claims by the state and state institutions to arbitration is divided into four groups: the first group is the countries that accept the arbitration of the state with a private person in an absolute and unconditional manner; The Eastern Bloc, the United States, Britain, Belgium and the Netherlands. In these countries, international arbitration has long been the norm in resolving disputes. The second group includes countries that disagree with the condition of referring disputes to arbitration; once Latin American countries, such as Venezuela, were in this group.

The third group consists of countries that differentiate between administrative contracts and commercial government treaties. That is why the contracts that the government concludes with is a simple commercial contract, and when the subject of concluding contracts by the government and government agencies or institutions, it seeks to maintain public interest and is in the sovereign sector, such as contracts Development, major economic projects, or oil contracts and foreign investments that the government or government agencies rely on the credibility of the country's natural resources with foreigners concludes.

In state-owned commercial contracts, the government may refer arbitration disputes and claims to arbitration without limitation or prohibition; however, it is a party to a private foreign party dispute, but in administrative contracts, referral to prohibited arbitration, and time to comply with specific procedures; Obtaining permission from regulatory or executive authorities higher.

The distinction between French and documentary law in this country has gradually been abandoned in the international arbitration process, and as a result of this development in the international arbitration process, some countries, such as Egypt and Lebanon, The adaptation of French law

between commercial contracts and administrative contracts, as part of the modification and amendment of their own laws, In Egypt, for example, before 1994, the issue of arbitration arising from administrative contracts led to significant debates among law enforcement officials and the issuance of different judicial decisions and opinions. With the adoption of " the Civil and Commercial Code of Arbitral Tribunal" no.27/1944 and the addition of another clause to this article in 1997, the discrepancies ended. In accordance with this paragraph, "in the case of claims arising out of administrative contracts, the agreement on referral to the arbitral tribunal shall be approved by the relevant minister and, in the case of public bodies, approved by the authority responsible for the duties of the minister". Thus, the legislator of Egypt, The Principle accepts the possibility of referral of litigation from administrative contracts to the arbitral tribunal subject to the approval of the relevant Minister or competent authority [9].

The reflection of the distinction between an administrative contract and a government contract can be seen in some of the judgments of Iran; some of these votes will be followed. The fourth group includes countries that are in accordance with their laws, the government

and government agencies can't arbitrate in their business relations with private individuals abroad, but the referral of these institutions to arbitration is subject to certain legal conditions; the legislator of Iran, in principle, Article 391 of the Constitution the Islamic Republic has chosen this solution. According to this principle, "peace of lawsuits regarding public and state property or referring it to arbitration in any matter subject to approval by the Cabinet of Ministers and must reach Parliament. In the case that the parties to the dispute are foreign and in important domestic cases must also be approved by the parliament. "The important issue is the law. In terms of the provisions of this principle and the admissibility of arbitration by the state, government agencies and corporations, there are some differences: some by failing to distinguish between acts of conduct and the exercise of state sovereignty, the courts do not recognize the acceptance of arbitration by the government and state-owned enterprises in the conduct of the enterprise contrary to Article 139. The law regulator of Article 139 of the Constitution of the Islamic Republic of Iran is a public and state property that is intended for the exercise of sovereignty in the hands of the government and state-owned companies, and refuses to be an agent for commercial and commercial affairs." In another judgment, the following is stated: "The fact that a public corporation is a trading company and has a property that is in possession, not for the exercise of sovereignty, but for business purposes, is not

prohibited for referral to arbitration, and Article 139 of the Constitution and Article 457 The Civil Procedure Law does not apply to persons who, firstly, conclude an arbitration agreement with state-owned companies, and, secondly, if the arbitration award is disposed of, they will seek to cancel the decision on arbitration."

Some other courts, according to the status of ownership of the dispute, have sentenced the issue: "The issue of the prohibition of referral to arbitration without gaining the agreement of the consent of the Cabinet of Ministers in Article 139 of the Constitution and Article 467 of the Civil Procedure Law are purely public and not public Property and assets of government partners. "

In contrast, some writers regard prohibited referrals to arbitrators to be arbitrary, without distinction between act of enterprise and state or separation between government and state-owned enterprises, without observing Article 139. The reflection of this theory can also be seen in some of the court verdicts:" Pursuant to Article 139 of the Constitution, the judge has decided to issue a ruling that this is in direct violation of applicable laws. Therefore, because of the lack of approval of the Cabinet of Ministers and the resolution of the parliament, the ruling was vitiated by contradictory laws and constitutional law. ... and the verdict is issued for cancelation of the arbitration ruling." The question is, if the government, the organization or state-owned companies without a permit from the Islamic Consultative Assembly concludes a contract with a foreign legal person that ensures the condition for the referral of the dispute to the arbitration, if the dispute arises and the objection is raised by the government or Even his / her opponent (private party contract), the referral court What decision do they make?

In spite of the differences in the interpretation of Article 139 of the Constitution, the international arbitration procedure, according to the case, rejects the objection of the plaintiff or respondent, who, on the basis of the said principle and for not having obtained a permit from the regulatory authority, have sought to invalidate the arbitration clause. This condition cannot be ruled out in this way. The main arguments of international referees are as follows:

(A) International public order, a legal person prohibits public rights from resorting to national laws to invalidate an arbitration agreement previously concluded. This system is a general order common to all administrative – commercials centers and offices.

For example, in the case of the GATILEY case against the National Iranian Oil Company, the request was made by the Paris court for a non-compliance with Article 139 of the Constitution, which called for the Iran-Iran arbitration award to be canceled. The

Paris Court argued that the condition for arbitration in the contract could be invalidated by reference to the national law of a legal person of public law, as follows:

The contract is a contract type for international business requirements under conditions and in accordance with international trade convention. International Public Order The legal person has the right to revoke public law by resorting to national law for discrediting

Prohibits an arbitration agreement previously concluded. Hence, Gattiwil can't invalidate the requirement for arbitration based on non-adherence due to non-observance of Article 139 of the Constitution of Iran and argued that the National Iranian Oil Company did not have the power of recourse to arbitration because of lack of authorization under Article 139. Because international public order does not consider the conditions imposed by the internal system in this regard.

B) Due to a general legal principle of doubt in the commercial arbitration procedure an international, governmental or state agency cannot rely on invalidity and lack of ability to refer disputes to arbitration because of lack of ownership of their national laws. Reflection of this rule can be seen in Clause 2 of Article 177 of the Swiss Private International Law Act; under this article, "If a government, a state-owned company or government-controlled organization is a party to arbitration, they cannot, by resorting to national law, proclaiming your reputation as an arbitrator or arbitrarily referring a dispute to arbitration."

(C) In certain judgments, such objections, contrary to the principle of good faith of the parties to the contract, shall be deemed to be the subject of arbitration in the referral of disputes. If the public authority has entered into an arbitration before the law on the conditions for the referral of the dispute to arbitration, for example, in the case No. 7304, a foreign recourse to a non-resident Iranian citizen (legal personality of public law) was made in accordance with Article 139 of the Constitution due to the lack of authorization of the Council of the People's Republics. The respondent as a defense and disapproval argued that due to the grounds for the arbitration agreement (March 20) (56) and the Constitutional Law of Iran (1358), the law of effect does not retreat and does not rule over this contract; in this regard, the Guardian Council's Opinion No. 6025 dated 1365/4/18, along with the testimony of a legal expert, cites. After reviewing the objection, the arbitral tribunal voted: "Article 139 of the Constitution does not in itself have a retributive effect and will not affect the condition of the judgment made in 1356."

2-3. Objection to the arbiter's personal jurisdiction

Having the necessary qualifications for the arbitrator is an essential element in ensuring the integrity and transparency of the international arbitration process. In order to goodness of the course of arbitration, the parties to the dispute must be sure that their differences will be resolved in a competent and impartial authority. To this end, the parties to the arbitration agreement sometimes state the conditions for the arbitrators, or when the law governing arbitration provides for the conditions, the referee may be prosecuted, depending on the assumption of the absence of contractual or legal conditions. The probable causes of the modification can be investigated in five cases:

### *2-3-1 legal capacity*

In the domestic law of most countries, the arbiter's name is spoken. In the case of Iran, people without legal personality, those who are prohibited from arbitration by or pursuant to a court order, as well as judges and administrative staff working in judicial tribunals cannot be arbitrarily appointed.) Articles 466 and 470 of the Law on Public Prosecutions and Civil Cases Revolution (In the United States, the judge of the time Retiring from the position of the judge is prohibited. In Swiss law, the arbitrator's competence due to his refusal to exercise his civil rights or his conviction for sentences of deprivation of liberty as a result of a crime or a pecuniary offense is in conflict with the law of arbitration [11]. In French law, in the meaning of Article 1451 of the Civil Procedure Act, the referee must be a natural person with full civil status [12-14]; although under the International Commercial Arbitration Rules of Iran, Article 11 of the Egyptian Arbitration Rules, and paragraph 2 of Article 743 of the Law Argentine Arbitration [15]. Legal persons can also be appointed to arbitration, but arbitration will ultimately be carried out by a genuine person, since a genuine person as an agent of a legal person will have the right to make an award. So it seems to be due to the nature of the legal personality that Arbitration by legal entities, in order to resolve the arguments is not appropriate and unconventional and since it is unclear who should this task be in the structure of the legal person this is contrary to the nature of the arbitrariness of arbitration.

### *2-3-2. Citizenship*

When the referee chooses by the parties to the dispute, the arbiter's nationality is of particular importance because, in many cases, each arbitrator chooses to choose his own nationals from his own country. Also, in cases where the referee is chosen by parties or parties in the event of disagreement between the parties or the refusal of one of the

parties to choose the special judge, the element of citizenship is important.

The legislator of Iran in 1997 and during the imposition of the International Commercial Judicial Code, which is in fact the law of the Ancillary Model Law, showed interest in preserving some of the classical rules of arbitration. Subject to article 11 of this law, an Iranian party cannot, insofar as the dispute has not been established, be subject to any form whatsoever if, in the event of a dispute, the referral is made to the arbitration of one or more persons, that person or persons having the same nationality. There is no limitation in the rules of the "International Chamber of Commerce" for the parties; however, the arbitral tribunal should appoint a single arbitrator or the chairman of the tribunal from "nationals of a third country", however, in the situation if circumstances so require and the parties do not protest in the prescribed manner, the Tribunal can choose the individual arbitrator or the President of the Court of Arbitration from the citizens of the country of each parties.

There is no limitation in the law of the UNCITRAL Model for the arbitrator's citizenship. Article 11 of the law states: "No one will be barred from arbitration because of his citizenship, unless otherwise mutually contested by the parties." today, the Iranian legislator's approach to international trade, even if based on real considerations, has had a negative impact on international relations, which is unacceptable. In fact, the best form of support for the country's citizens in the field of international trade is to develop a suitable legal environment based on freedom, and the choice and application of protection through appropriate economic and political mechanisms, rather than legal constraints.

### *2-3-3. Special features*

The parties to the arbitration agreement can provide special conditions for arbitrator or arbitrators. For example, the parties of a ship lease agreement may agree on the acquaintance of the referee with maritime law. In this case, if the referee does not qualify, you can raise a complaint to him. Contrary to the provisions of the International Chamber of Commerce, UNCITRAL and International Commercial Arbitration Law of Iran, which stipulates the existence of the competence of the arbitrator in the dispute between the parties, Article 14 (1) of the ICS Regulation expressly provides: "Persons designated to serve in the Board of Directors Should have a high moral character and have a well-known qualification in the field of law, trade, industry or finance. "Therefore, in Iranian law, if the parties did not agree on the arbitrator's specialty, the mere lack of expertise in the field wouldn't be a cause for acting objection.

### *2-3-4. Independence and impartiality*

The lack of independence of the referee and his advocacy from either side can prevent him from choosing or performing his duties. The arbitrator, in disputing the parties, must act without prejudice and influence from one of them. Contrary to what is thought to be, even in judgments where one or more arbitrators are arbitrarily elected by either party, the arbitrator, is not the lawyer, or agent of the party that appointed him, because, in Attorney-attorney, the lawyer is required to use his best efforts to protect the interests of his client, while in the arbitration agreement, the referee has an independent character against the parties and must vote in complete neutrality. The lack of independence and impartiality of the referee may result in his being prevented from resolving the dispute, and this is when the opposing party objects to the arbiter's capacity by using objection. The necessity of neutrality and independence of the arbitrator is accepted in national, international, rules and procedures of arbitration. In accordance with Article 11 of the Rules of the International Chamber of Commerce, the referee must stand up to the parties to arbitrary and impartial arbitration and during the course of arbitration this attribute. In Article 12 of the UNCITRAL Instance Arbitral Tribunal, the judge's independence and impartiality have also been emphasized.

The International Intranet Judicial Disciplinary Law, along with these provisions, in Article 12 emphasizes the necessity of the arbitrator's independence and impartiality and its non-observance has been counted as a reason for designing a modification objection. According to this article: "1- The judge is capable for modification, if the circumstances of the case, raise doubts as to his impartiality and independence." In paragraph 2 of this article, the arbitrator is required: "he should reveal any circumstances which Raises doubts about his impartiality and independence." Writers agree that the purpose of "justified" is the necessity of applying objective criteria against a personal norm. That is, the criterion, the existence or absence of doubt in the mind of the party is not relevant; it is doubtful that in the circumstances of the same situation should be created in the mind of a conventional third party [16-19].

Whatever one of the parties is aware of, from the outset, the lack of a description of the independence and impartiality of the arbitrator, or the referee discloses the reasons for his independence and impartiality, but the other party, regardless of this issue, will continue to judge, this action As a withdrawal of the right; therefore, his next claim will not be relevant in this regard.

Despite the fact that the terms of independence and impartiality are conceptually different from each other, the legislator has not clarified the meaning of

the two and did not define them in other national laws. It can be said that independence depends on the circumstances of the referee, such as the lack of a current commercial, professional or social relationship with one of the parties to the dispute or his legal advisor; however, the party regards the arbiter's behavior. This means that having some communication with the subject of the dispute, such as the previous desire expressed in relation to legal issues, can distort the independence of the arbitrator, for example, when the referee has already issued a legal opinion on one of the issues in dispute. (Topman, 1990 :168).

Although the English Arbitration Law does not specify the need for the arbitrator's independence, in this legal system, including the disqualification of the referee, there is a situation which leads to justifiable doubts as to the impartiality of the referee. The reason for not mentioning "independence" along with the "impartial" term can be attributed to this attitude that some legal writers, in terms of the nature of the two terms, consider independence and impartiality as two sides of a coin [19-22].

### *2.3-5 Delay in judgments*

Delay in hearing and issuing a ballot may harm the parties to the dispute and hide others from the judiciary; as is the reason for recourse to arbitration, it is expedited and prosecuted; however, if the arbitrator provides the grounds for the hearing, itself, is a breach of duty. Despite the importance of this issue, Iran's International Commercial Arbitration Rules do not have a decree on the deadline for issuing a ruling. Although the agreements between the parties to the arbitration are necessary in this regard, the question is, what should be done in the silence of the arbitration agreement? In other words, despite the silence of Iran's International Commercial Arbitration Law, should the judge hear the deadline? And if the answer is yes, when is the deadline limited?

Legal logic requires that the issuance of an arbiter's judgment must be time-barred, since the most important goal of the conclusion of an arbitration agreement is speeding up the proceedings. Respect for the principle of speed is subject to such a deadline; as can be seen from Article 14 of the International Commercial Law Code of Iran. According to this article: "If, for other reasons, it succeeds in fulfilling its duties without delay, it will cease to be liable." Given the generality of this term of the matter, the observance of the deadline can be considered as an example. Regarding the deadline for issuing votes Although Iran's law is silent, but pursuant to Article 49, paragraph 2, of the Arbitration Rules of the Iranian Chamber of Judges, adopted on 2007 /6/5, "the judge is required to

issue a ruling and review within six months from the date of finalization of the arbitration award" Thus, if the referee issues a decision beyond the deadline, can design an objection of time capacity to the arbitral tribunal.

Under article 30 of the International Chamber of Commerce, the Referee is required to issue his final vote within six months. Although the Dutch Judicial Code in 1048 states: "The court of arbitration is to determine the date for the issuance of a full court ruling." However, if, in the light of all the circumstances and in spite of repeated reminders, the judge carries out the mission with unacceptable retardation, at the request of one of the parties, the head of the district court may terminate the mission of the arbitrator (paragraph 2 of Article 1031 of this law).

### **3. Works and deadlines of the project**

Adoption of the objections by the arbitrator or the arbitral tribunal causes the arbitration proceeding to be suspended temporarily and with cancellation of the objection reason, if there is no other obstacle to the continuation of the proceeding, the arbitration proceeds until the arbitrator's decision is issued. However, including the conditions for admitting the objections by the arbitrators, is its action in an appropriate time and action of the objection out of the deadline cause inefficacy of objection. However, due to the complementarity of the rules governing the deadline, the parties can do against that.

#### **3-1. Flawed Works**

Further explanations of the effects of any of the above objections will be discussed and explained.

#### *3-1-1 Adjustment of incomplete request for arbitration*

As stated above, the person who submits a lawsuit to the referring court under the terms of the contract must make a request for arbitration in accordance with the terms of the law or an arbitration agreement. Or may be faced with respondent's objection. Law International Commercial Arbitration Court of Iran, in spite of the urgency of the requirements for regulating the request of arbitration does not mention the guarantee of its violation. It looks like employment arbiter's references subject to compliance with the terms of the request for referral of the dispute to arbitration. otherwise the request is not valid, and does not create an assignment for the reference authority. Thus, since it is not possible to determine the legal or aforementioned provisions of the parties, the guarantee of the implementation of the incomplete application of the arbitration clause is the rejection of the demand.

The petitioner, after removing the defects and completing the request for referral of the dispute to the arbitral tribunal, may bring his case back to the arbitral tribunal, since, in the framework of the principle of the will of the will to resolve the dispute in the referring court, this can't be a reason for disqualification. The reference point for arbitration is in favor of the jurisdiction of the court; rather, only the objection is challenged and temporarily impeded by arbitration proceedings, and as a result, the arbitration proceeds to the previous state. In some cases, according to a law or an arbitration agreement, a specific period for referring a dispute to arbitration has been foreseen; in such a way that, after the expiration of this deadline, no arbitration will be held. For example, in the lawsuits filed with the Court of Cases of Iran and the United States of America, according to the provisions of the Algerian Declaration, the dispute has been filed before the 29th day of January 1359, and it has been filed before the 21st of January, 1981.

Therefore, claims filed before or after the due date after the expiration of the deadline, there is no hearing of the dispute. The question is if the request for referral of the dispute to the arbitration is filed within the deadline, but after the expiration of the deadline of the dispute, the arbitration, with the objection, is defective, it should be ruled out that the deadline has been met. It would seem that in the event of failure to comply with the terms of the application for arbitration, since the arbitration has not been validly initiated within the prescribed time-limit. Such a dispute will be faced with the timing of the dispute; accordingly, no lawsuit will be held.

### *3-1-2 Lack of adherence*

This objection in international commercial arbitration is more likely to occur if one party to the arbitration agreement is a public-law legal person, such as the government or government agencies or government-owned companies. If the public authority does not have the jurisdiction to refer the dispute to arbitration, the other party can object to the lack of competence of the state or government agency. Alternatively, the opposing party may file a lawsuit against the public authority in the competent arbitration court and the general authority will adduce the refusal of the referral of disagreement to the arbitrator. If the objection is accepted, until the legal obstacles haven't been overcome, the arbitration proceeding is temporarily suspended; in other words, the public official, after having completed the conditions under which his national law provides for the referral of the dispute to arbitration, can, in the case of another case, be seized by the court in the competent court of the arbitral tribunal or be the party to the dispute.

If the referee does not accept the objection of non-adjudication, the beneficiary can, by submitting a lawsuit to the court, request the refusal of the arbiter's decision. Article A, paragraph 1, of Article 33 of the International Commercial Arbitration Rules of Iran, states: "The arbitration clause may be revoked at the request of one of the parties by the court under Article 6:

(A) One of the parties hasn't been competent ; Although the lack of adherence is one of the most important rules and results in the annulment of the arbitration by the court, Article 33, paragraph 3, of the said law, with a three-month deadline, considers the request for revocation to be in force only within this time limit. Due to This article: "The request for the revocation of a vote under paragraph 1 of this article shall be submitted within three months from the date of the notification of the judgment ... to the court in accordance with article 6 and shall not be made."

### *3-1-3 Arbitrator's Attention*

The admissibility of the arbiter's modification results in a temporary impediment to the continuation of the proceedings. On this assumption, the arbiter's mandate is terminated and the successor is appointed: Article 15 of the International Commercial Arbitration Act of Iran states: "If a mission of a An arbitrator shall be terminated pursuant to Articles 13 or 14, the successor judge shall be determined in accordance with the rules governing the determination of the arbitration which has changed. "UNCITRAL Instance Law also includes a similar regulation; pursuant to Article 15 of this Law, Where the arbiter's mission is terminated according to Articles 13 and 14 ..., the successor judge will be appointed in accordance with the rules governing the determination of the arbitration that has changed. " The objection is to ensure that it is up to date and to provide the necessary implementation guarantee must be made within the deadline; otherwise the referee will not continue to do so and continue the proceedings. Regarding the deadline of the objection resolution, the legislator has adopted two different procedures: in the case of an arbitrator's decision, it clearly specifies the deadline for the project, but in other cases the deadline has given it an overview.

### *3.1.4 Deadline for design the objection of modification*

The objection must be filed within 15 days from the date of the announcement of the meeting to be held or in any circumstances that gives rise to justifiable doubts as to the impartiality and independence of the referee or the lack of knowledge of the disagreement between the parties in the referee, in a bill to the referee To be announced ( Article 13 (2)

of the International Commercial Arbitration Law.) If the objection is not accepted by the arbitrator, despite the observance of the deadline, the party who has proposed the referee may apply to the competent court within thirty days after receipt of the decision regarding the rejection. The court's decision in this regard is decisive (Clause 3 of Article 13 and Clause 1 of Article 6 of the International Commercial Arbitration Law).

In order to maintain the principle of speed in arbitral proceedings, the legislator has provided that the protest against the rejection of the appeal by the court shall not suspend the arbitration proceedings.

"As long as such a request is under consideration, the referee can continue to process the arbitration proceeding and adjudicate."

(Clause 3 of Article 13 of the International Commercial Arbitration Law).

If the arbiter's objection is accepted by the court and the judge has voided, the sentenced judge can, within three months from the date of the announcement of the decision of the arbitral tribunal, request the invalidation of the decision (paragraph 33 of the same law). After cancellation of sentence, the successor judge is in accordance with the prescribed rules and is obliged to deal with the new deadline. In the case of an organization's arbitration, if the objection isn't accepted by the referee, the citation should refer to the relevant arbitration body within thirty days (Article 6, paragraph 2, of the said law) to except the decision of the arbitrator. The sequencing of Article 6 states whether the decisions of the arbitral tribunal are definite as the decision. It seems that the decision of the organization of arbitration in this regard is definite and cannot be subjected to a judicial review because, as shown in paragraph 1 of article 6, the conclusion that the decisions of the courts are certain, as stated in paragraph 2 This Article refers to the arbitration body, on the certainty of the decision of the arbitral tribunal has it. In other words, the law does not refer to the judgment of the arbitral tribunal in its declaration of competence. Meanwhile, there is a widespread interest today that, as far as possible, the interference of the courts in arbitration decisions is reduced, and such a view is more consistent with the perception.

### *3-2-5. Deadline for submitting objections*

The question is, when, in the silence of the legislator or the arbitration clause, how long can the beneficiary raise objections to the determination of the deadline? In accordance with Article 5 of the International Commercial Arbitration Law, in this assumption, a person must submit his objection "immediately", otherwise his objection will not be observed. In explaining the purpose of the legislator

to use the term "immediately" and whether the objection should be expressed "by the end of the first meeting of the arbitrator", or "until the first hearing", should state that the International Commercial Arbitration Law has sufficed to it without an explicit answer, the word "immediately" has sufficed. To answer the question, one can analyze two ways: first, by unity of criterion of Article 87 of the Code of Civil Procedure and the Civil Procedure Review, this deadline should be considered "the end of the first hearing of the arbitrator" Because, according to this article, "objections and exceptions must be made by the end of the first hearing", this court is criticized because, according to that person, it could be done at the end of the meeting instead of submitting its objection as the first defense. bring it up at the end of the first meeting and after other defenses, in which case, if the objection is accepted, the wasting of the time of the institution of arbitration and the proceedings will be prosecuted. Therefore, it is appropriate to consider the deadline "until the end of the first session of the judge's review" solely on the issues raised in the course of the court hearing and not to the arbitral tribunal. The second point that seems to be correct is to quote the objection "to the first arbitration hearing". Otherwise, his objection will not be accepted. The legislator seems also to be in favor of this view, because in the assumption of the issue of jurisdiction, Clause 2 of Article 1 of the Iranian International Commercial Arbitration Act states: "The objection to the jurisdiction of the arbitrator should not be late for submission of the bill of defense." This means that a person cannot raise his point after expressing his defenses.

### *3.2.6 Guarantee of action of objection refusal by the referee*

Initial and competent reference to the issue of objections, the reference point for arbitration is a matter of dispute. The adductor to objection cannot submit an application for review of its objection to the court at the initial stage. This is in full harmony with the principle of the speed of proceedings, which the legislator and the parties are in disagreement. However, since the referee is in the process, it is more appropriate for the courts to decide on the deficiencies. The question is, what is the guarantee of the failure of the referee to address the objection raised in the deadline? The question is whether the referee does not accept the objectionable reasoning in a verdict or that he decides to make a statement without notice. To answer this question, one should distinguish between the three groups of objections: non-peremptory objections, peremptory objection and General public order issues.

### 3.2.7 Non-peremptory objections

Regarding the objections, which are of a complementary nature, are not peremptory. In some cases, according to a lawmaker's decision, a person can, within the specified time limit, propose to the court or the arbitration body, as the case may be. The objection of inactivity and disputes related to the arbitrator's personal jurisdiction are from this category. As previously stated, in cases of objections that the law does not specify, a person can refer to the competent court in case of refusal by the referee and seek redress. If the objection has been raised at the time of the arbitral proceedings, the beneficiary has not made the decision to the court of appeal, he can no longer raise that objection to the court, and, in the event of the plan, the court should reject the application.

Clause 3 of Articles 13 and 16 of the International Commercial Arbitration Rules is explicit in this sense, and its unity of purpose can be used to address other deficiencies. Clause 3 of Article 13 of this Law stipulates: "A person who has complied with the provisions of paragraphs 1 and 2 of this article, if he is not accepted, the party who has sued the" arbitrator "can, within thirty days after receipt of the notice containing the decision on the rejection shall ask the reference authority referred to in Article 6 to decide on the appeal, judgment and decision. "Article 5 of the Act also provides as a general decree:" If each party, having knowledge of the non-peremptory To comply with non-statutory provisions of this law or the applicable arbitration clauses, proceed with the arbitration and make no objection immediately or in the due date specified for this purpose. This right shall be deemed to have delivered regardless. "So if you do not plan to deliver objection to the tribunal, which virtually ended the project deadline and the withdrawal of the objection becomes apparent. The legislator has not provided a guarantee for the rejection of some other non-peremptory objections by the referring court. It seems that in the case of such objections, this is the final decision of the referee that determines the acceptability of the objection or the lack of such a capability. If rejected, the arbiter's decision is final; therefore, the court can not intervene in this decision. In fact, as much as possible, court proceedings should be prohibited in arbitration and their permits should be restricted to legitimate suppositions. As Article 5 of the UNCITRAL Instance Law states: "No court can interfere in matters covered by this law, unless had been predicted by this law." In fact, the ruling of this article indicates the general interest in reducing the intervention of the courts in the course of arbitration. Although the Iranian International Commercial Arbitration Act does not include such a ruling, but the spirit that governs it can be the lower

involvement of the court in the course of arbitration, While the aspect of the arbitration agreement also confirms this notion.

### 3.2.8 Peremptory objections

Although some of the major issues are in the Supplementary International Commercial Arbitral Tribunal, some of them have a good record that the issuance of a vote by the arbitrator to pay attention to these objections, even if the convict has not cited, disqualifies the referee from voting The court follows (Article 34 of the same law). This article clearly deprives of the principles and standards of arbitration and allows the intervention of the court even if one of the parties has not objected [20-24]. However, there are no particular problems with regard to the peremptory objections because they are cited by the law. These include Article 11, paragraph 1, of the International Commercial Arbitration Law, which prohibits parties before the discrepancy in the choice of arbitration with which the parties have a single nationality, as well as paragraph 1 of article 34 of this law, which applies to it is assumed that the main subject of the dispute cannot be resolved through arbitration under Iranian law.

### 3.2.9 General public order objections

In accordance with paragraph 2 of article 34 of the International Commercial Code of Iran, if the provisions of the arbitration ruling are contrary to public order, the decision is null and void. Therefore, if the issues raised are somehow related to public order, the lack of attention of the referee to these objections leads to void voting. In the event that the aforementioned objection is not invoked by the convict, the same ruling is present. The question is that the purpose of the general order set forth in Article 34 of the Law, the internal public order is the court of the headquarters or the international public order. The answer to this question is that public order in international relations has a different meaning from the public order in internal relations. The public order in international relations has a more limited scope than the public order in internal relations and it is always for international traders to show more freedom of action and less rigor. The general order prescribed in Article 34 of the Act, referred to as the Universal Non-Governmental Order To be interpreted as referring only to fundamental rules or fundamental interests of the country; therefore, it should be avoided as far as possible)Ansari,2010 :54); since, firstly, ignoring the objections of the Iranian judiciary to an international aspect that doesn't oppose the internal public order (Skini,1989:183); Secondly, in a country, no concession can be more important than attracting foreign capital and boosting domestic trade. Hence, in order to achieve

this goal, the domestic obstacles must be eliminated as much as possible and be limited to the minimal meaning of public order (international public order) [22-31].

#### 4. Results

The following results are worthy of attention from the following in this paper:

A) The International Commercial Arbitration Rules of Iran, without explaining the basics of objections, shall include a general clause; this Article has been ruled without prejudice to the objections and the effects on the principle of validity of the objection. This law has also paid special attention to the supervisory involvement of the courts in the objections to the process of arbitration, which clearly indicates a departure from the principles of arbitration and the Iranian legislator's reluctance to accept the absolute lack of jurisdiction of the courts. This attitude that emanates from pessimism over the course of arbitration and which is not universally accepted in the world requires review.

B. The objections that the parties may raise during the course of an international commercial arbitration are in two categories: the acceptance of some objections creates a permanent impediment to the course of arbitration, and a group causes a temporary impediment. In objections with temporary effect that was the subject of this research, the arbitration proceeds temporarily suspended, with cancelation of objection reason, if there is no other impediment to the continuation of the proceeding, the judge will continue to survive until the judgment of the judge is issued.

C) The legislator of Iran, in the objection of incapacity and disqualification of the arbitrator, has accepted the two-stage nature of the objection and has prophesied the possibility of an exception in the court. This viewpoint can be criticized for interfering in the arbitration, since the court is different from the judge and is subject to the political rule of his country, which may have a different effect on the judge's decision. Therefore, due to some mistakes that may be made by the referee, the two-step procedure is in the same direction as the arbitration body, such as the arbitral tribunal is better. The Iranian legislature in one case (the objection of the arbitrator under article 6, paragraph 2, of the International Commercial Arbitration Rules Act) accepts this view and it is hoped that by amending the law, other cases referred to by the court of appeal will be outside the jurisdiction of the court and The authority of this reference (arbitration organization) may be the same as the reference. This approach can diminish the congestion of the cases in the courts, which have become a problem today, and the time has come to bring cases to other cases. In

some other objections, the legislator, in the event of failure to accept the objection by the arbitrator, does not specify what guarantee is being enforced. It seems that in this part of the decision the referee determines the fate of the objection, because today there is a widespread interest in minimizing the involvement of the state and, consequently, the courts in the course of arbitration. The case has been accepted in article 5 of the UNCITRAL Instance Law, and although it has not been explicitly included in the law of Iran, But this conclusion can be drawn from the spirit of international arbitration rules and the fact that the legislature considers only some of the deficiencies to be appealed to the courts.

C) The objections are among the rights that can be explicitly or implicitly withdrawn by the referring court so that the arbitration proceeds normally and results in the issuance of a ruling. However, sometimes the legislator considers a bunch of objections like peremptory rules or public order, even without a protest, the judgment of the arbitrator, which has been issued irrespective of such objections, is void by the court. There is little debate about the peremptory rules; in fact, if the legislator considers some of the objections to be the only thing that has to be done in the same area, in case of the silence of the law, it should be referred to the principle of the absence of objections.

The main problem emerges in the public order because the legislator has stated that if the judge has voted without regard to the objections concerning the public order, this judgment will be declared void by the competent court without specifying the territory of the public order .It seems that, as far as possible, it has to cope with the realm of public order and limit it to international public order; an area that only includes rules that are in line with the fundamental principles of the state. This view can be strengthened in the light of the nature of the verdict and subject, because otherwise, it is completely violated and legal security, execution and execution of arbitration will not be easy.

#### References:

1. Skini,Rabiaa, " The discretion of governments and government agencies when referring to international arbitration" Journal of Faculty of Law and Political Science of Tehran University,no.25.December1990
2. Skini,Rabiaa," Conflict of laws in International Commercial Arbitration, Legal Magazine" Tehran: International Legal Services, No. 11, Autumn and Winter, 1989
3. Skini,Rabiaa" Proceedings of the 100th Anniversary of the Establishment of an Arbitration Body in Iranian Law", Tehran: Legal Studies and

- Research Institute of the City of Knowledge, First Printing, 2011
4. Eftekharijahromi, Goodarz, "International Business Arbitration Workshop" According to Hamidreza Nikbakht, Journal of Legal Research, Tehran: Law School, Shahid Beheshti University, Nos 29 and 30, Spring and Summer 2000
  5. Etemadi, Farhad, Iranian and American Court of Arbitration, Tehran: Ganj Danesh, First Printing, 1384
  6. Amiri Moezi, Ahmad, International Referee in Commercial Proceedings, Tehran: Judge, Second Edition, 2009
  7. Ansari, Ali; Mobin, Hojat, "Transnational Rules in International Commercial Arbitration and its Place in Iranian Law"
  8. Journal of Faculty of Law and Political Science of Tehran University, no.3. Autumn 2010.
  9. Avel Lando, Transnational Commercial Law in International Commercial Arbitration. Translated by: Mohsen Mohebbi, Legal Magazine, Tehran: International Legal Services Office, No.5 Spring 1365.
  10. Aghahosseini, Mohsen and Mousavi, Zahra, "The burden of proof of the claimant and his standard in the proceedings of the Iran-United States Arbitration Court "Proceedings of the Conferences of the Independent Years of the Establishment of the Judicial Institute in Iran's Law, Tehran: Legal Studies and Research Institute of the City of Knowledge, First Printing, 2011
  11. Topman, Michael, "Disqualification of arbitrators in international arbitration" Translated by: Mohammad Javad Mirfakhraei, Legal Magazine, Tehran: International Legal Services Office, No 12, Spring and Summer 1990
  12. Jafari Langroudi, Mohammad Jafar, Extensive in the Terminology of Law, Volume One, Tehran: Ganj Danesh, First Edition, 1999
  13. Soleimanipoor, Mohammad Mehdi and Elahi, Mohammad, "Judgment in Islamic jurisprudence" Proceedings of the Conferences of the Independent Years of the Establishment of the Judicial Institute in Iran's Law, Tehran: Legal Studies and Research Institute of the City of Knowledge, First Printing, 2011
  14. Seifi, Seyed Jamal, "The law of arbitrary international arbitration in Iran is in accordance with the law of the arbitral tribunal" Legal Magazine, Tehran: International Legal Services Office, No.23 Autumn and Winter 1998.
  15. Salim, Hadi, "Government Contracts and Features of Dual-System Laws" Translated by: Mohsen Mohebbi and Seyyed Moghadad Torabi, Journal of Law and Policy Research, no.25, Autumn and Winter 2008 .
  16. Shiravi, Abdolhossein, International Trade Law, Tehran: Study and Compilation Organization Humanities Books of Universities (Position), First Printing, 2010
  17. Shams, Abdullah, Civic Advancement, Volume One, Tehran: Drake, seventeenth edition, 2008
  18. Kakavand, Mohammad "vote 89 no.36/d/15/89" Quarterly of the Chamber of Referees. Iran, New Period, no.6. summer 2011
  19. Katouzin, Naser, General Contracts, Volume II, Tehran: Publication Co., Sept. 2006,
  20. Karimi, Abbas, Civil Procedure Code, Tehran: Majd, First Printing, 2007 Mohajeri, Ali, Covered in Civil Procedure, Volume One, Tehran: Farsazan, First Printing, 2008
  21. Moein, Mohammad, Farsi Culture, Tehran: Amir Kabir, Fourth Edition, 1981
  22. Nikbakht, Hamid Reza, International Commercial Judgment - Ayyane Davari, Tehran: Institute for Business Studies and Research, First Printing, 2009.
  23. B.V. Bureau Wijsmuller v. United States of America, 1976, A.M.C.
  24. 2514.
  25. Derains, Yves; Schwartz, Eric A., A Guide to the New ICC Rules of Arbitration, Kluwer, 1998.
  26. Emilia Onyema, International Commercial Arbitration and the Arbitrator's contract, London and New York: Routledge, 2010 .
  27. International Chamber of Commerce, In force as from 1 January 2012, Available at: <http://www.iccwbo.org/ICCDRSRules/>.
  28. Klaus Lionnet, The Arbitrator's contract, Arbitration International, Vol 15 (2), 1999.
  29. Mauro Rubino-Sammartano, International Arbitration Law, Kluwer, Law & Taxation Publishers, Boston, 1989.
  30. Mustill, Michael; Boyd, Stewart, The Law and Practice of Commercial Arbitration in England, 2nd ed, London: Butterworths Companion, 2001.
  31. Netherlands - Arbitration Act, Code of Civil Procedure, 1 December 1986.
  32. Redfern A. et al, Law and Practice of International Commercial Arbitration, 4 ed., London: Sweet & Maxwell, 2004.
  33. Switzerland's Federal Code on Private International Law (CPIL), 1987.
  34. Tetley, William, «Good faith in Contract Particularly in the Contracts of Arbitration and Chartering», Mc Gill university, 2004.
  35. UNCITRAL Model Law on International Commercial Arbitration (1985) With amendments as adopted in 2006.