

## تسوية النزاعات التجارية الدولية

Settlement of International Commercial Disputes

Received: 27/06/2019

Accepted: 23/11/2019

Published: 07/12/2019

د.بسام حسين بني عطا Bassam Hussein Bani-ata

دكتوراة إدارة أعمال Business Administration PhD

الايمل dr.bassam.bc@gmail.com

### الملخص

تشمل النزاعات التجارية الدولية جميع أنواع الخدمات والنزاعات التجارية مثل: الاستثمار ، النقل البحري ، الممتلكات ، التصدير ، الاستيراد ، التصنيع ، البنوك وجميع العمليات المالية المصرفية ، مجموعة متنوعة من الخدمات ، التقنيات ، البضائع ، النقل ، التجارة الإلكترونية ، ، جميع أنواع التأمين والمبيعات الدولية ، الاستشارات ، كل هذه الأنواع وغيرها في نفس المجال تخضع للتحكيم الدولي في حال النزاعات التجارية ، ومع ذلك ، فقد أعطى التحكيم التجاري الدولي العديد من التفسيرات للعديد من النقاط لن تغطيها النزاعات التجارية في مجال النزاعات التجارية الدولية، مما أوجد إشكالات في تحديد وتوجيه النزاعات محلياً أو دولياً، لقد بينت هذه الدراسة معايير وقوانين تحديد ماهية الخلافات التجارية ومدى خضوعها للقوانين التجارية الدولية والمحلية من خلال إتفاقيات ومعاهدات معقودة بين الدول تضبط الحركة التجارية العالمية دون خطر أو خوف من ضياع الحقوق أو عدم تحديد المسؤوليات.

## Abstract

The international commercial disputes is including all types of the services and commercial business activities disputes like : investment , maritime , property , exporting , importing, manufacturing , banks and all of banking financial processes , various of services , technologies , cargo , transportation , E. business , E . commerce , all the kinds of international insurance and sales, consultations , all this types and others in the same area is considered to the international arbitration of commerce and independent disputes resolutions , however , the international commercial arbitration gave many explications of many points won't covered in business disputes in international commercial disputes area. Which has created problems in identifying and directing disputes locally or internationally. This study has set forth the criteria and rules for determining the nature of trade disputes and the extent to which they are subject to international and domestic commercial laws through agreements and treaties between countries that control the global trade movement without risk or fear of loss of rights or lack of responsibilities.

الكلمات المفتاحية : النزاعات التجارية ، التحكيم التجاري ، المحكمين الدوليين

Keywords: Commercial Disputes, Commercial Arbitration, International Arbitrators.

## Introduction

The primary of the beginning of the international commercial disputes has been emergence with the international commercial occurrence , since the arbitration of the commercial international is considered to the resolutions of the commercial disputes , the expanding of the markets is also created the competition by many faces and methods using a lot of tools ( offers and prices discounting , differential services , skilled and consulted people , modern technologies , after sales services , production quality , international exhibitions participations in order to open a new markets and for the purpose of keeping the communications with costumers and agents , good image creation in markets for their products and services , and many other manners and styles used – and still - to be able to facing the modern technology and experts people in the competition areas to reach their objectives and keeping themselves in the persistence environment under the theory of ( the dispute for the perpetuity purpose).

On the other hand, and definition in 1970s, consequence to the competition and the growth of the arbitration, the International Chamber of Commerce ( ICC ) is commencing to obtaining a good honor and most importance.<sup>1</sup>

## Disputes Scope

The international commercial disputes is including all types of the services and commercial business activities disputes like : investment , maritime , property , exporting , importing, manufacturing , banks and all of banking financial processes , various of services , technologies , cargo , transportation , E. business , E . commerce , all the kinds of international insurance and sales , consultations , all this types and others in the same area is considered to the international arbitration of commerce and independent disputes resolutions , however , the international commercial arbitration gave many explications of many points won't covered in business disputes in international commercial disputes area .<sup>2</sup>

---

1,2,; Yves Dezalay and Bryant G.Garth , Book : Dealing In Virtue , Pages : 14 ,6 . Year 1996 USA / [www.google.com/books](http://www.google.com/books) ..

Generally , international arbitration often following the rules , instructions and Regulations of the United Nations Commission on International Trade Law ( UNCITRAL)<sup>3</sup> and it could be institutional under the procedure's rules of the International Chamber of Commerce ( ICC ) in Paris which is the leader of institutions as the <sup>4</sup> American Arbitration Association (AAA ) , the London Court of International Arbitration ( LCIA ) , the World Bankers , International Center for the Settlements of Investment Disputes ( ICSID ) and many others , also it could be ad hoc <sup>5</sup> , there are a private individuals arbitrators whom they are arbitrated in the commercial disputes cases under the terms of the New York convention which took place in 1958 , they are summoned to settle disputes objectively and they are not subject to the parties control <sup>6</sup> typically , this convention granted a present to the private individuals arbitrators which it was the growth of the acceptance of the international private justice and it was also the indicator of the success to this idea and the arbitrators becomes a key actors at the field of arbitration of international commercial disputes , also an importance and consultant people , until disputes in the investment became impact on security of the business because of the additional costs of the resolving transnational disputes , therefore , the international commercial arbitration seen as a business hope to be a success business by the protection and consultation for build a solid infrastructure in the markets ,<sup>7</sup> and this is guiding us and deserved to know some of selected arbitrators in the international commercial disputes whom has a various of the international law experience and the suitable background from a various legal environments , typically , the career in this field is requiring a very high specifications in the individuality character , it is including :communication skills , languages skills , relating in to a business and political environments, disputes resolutions and practical experience , academic track in law and business rules , <sup>8</sup>

---

3,4,5,7,8: Yves Dezalay and Bryant G.Garth , Book : Dealing In Virtue , Pages : 5,4,6,18 Year 1996 USA / [www.google.com/books](http://www.google.com/books) . 6 .

6: Georgios I. Zekos , Book File No. 0415460727 International Commercial and Marine Arbitration , page 13 Published 2008 by Routledge – Cavendish in USA and Canada.

## Emergence of Electronic Commerce

The great progress and development in technology and the dramatic advances and fast, which happened in the world of commerce started from traditional trade to trade power of the uses of telephone, fax, telex and other electronic commerce and browse the Internet through the World Wide Web and there was development of this instrument through innovations quality, which came in 1980 of computing systems, communication and digitization, information technology and which revolutionized scientific and service on the earlier of the means in terms of quality of service, size and ways to take advantage of them led to the emergence of the so-called Electronic Commerce, which had radically altered the way of companies dealing with customers, suppliers and fundamental changes in the behavior of individuals and their way of thinking in how to get their needs and services<sup>9</sup>, so as to became a way of new life and coexistence and has become a substitute for old and traditional methods for the advantage of its service offering and to meet the needs, so that they became can't get along without it , and through this window , the Electronic Commerce has been flourished in a large, fast and clear, Given the availability of huge of opportunities to transfer the traditional business ways to this method, where it appears for all is the extent of the impact of the Internet in the nature of the actions of people and ways of thinking to get their needs and achieve their goals through this medium effective, rapid and inexpensive to some extent, the huge expansion in the uses of the Internet by companies and institutions, agencies and governments to achieve their benefits and facilities to reach their business objectives with Electronic Commerce progress significantly by the size of the business which is estimated at 300 Billion U.S. Dollars in the last ten years from 2000<sup>10</sup>, and the number of Internet users around 300 Million users , while there were 4.5 Million users in 1991<sup>11</sup>, and another study indicates again that there are about 183 Million users have business operations through the Internet is estimated at about 1 trillion U.S. dollars, which is about 2% of the total volume of world trade, with an increase to 8.6% in 2004<sup>12</sup>.

In fact there is a millions of individuals consumers using the internet , but very little of them buying through the internet comparing with total business of Electronic Commerce ,<sup>13</sup> a large of

---

9,10,11,12,13: Yun Zhau , Martinus Nijhoff Publishers , Book File No. 9004143831 , Dispute Resolution in Electronic Commerce 2005 , pages : 1,3,2,3,5 , Leinen / Boston .

Potential profitability entailed in front of computers which must push merchants and enticed them to profiteer this advantage<sup>14</sup>.

This facts has led to the acceleration of the world countries towards the use of Internet in the trade as an effective means to increase their economic growth through Electronic Commerce, as is the case in the United States, the European Commission has developed an ambitious agenda of EU support through electronic commerce in through the development and change and amend trade legislation in an attempt to help the EU to optimize the use of this instrument by the year 2000, while in Africa , Asia, and Latin America noted that they achieved the highest growth rates during the period from 1993 to 1996 through Internet sites, was required by the movement E-business and increased activity , efficiency , production , quality various in order to have the advantages of the Electronic Commerce to take advantage of much of the volume of consumer purchases over the Internet and thereby increase profit margins and the strength of the economic stability as a result of the entry of new producers and consumers in Electronic Commerce.<sup>15</sup>

Emergence of Disputes in E. Commerce As a result of the stimulate and technicality services has been granted from internet , new methods of modern technology , changes in the world to different thoughts , raising the efficiency ,effectiveness and transform the world of business from traditional methods to new methods, it required a large and essential adjustments in business environments to accommodate new patterns of work, which necessitated the need for a requirements security and legal protection for users of Electronic Commerce and control of the differences that became from new style of dealing , and to avoid potential problems at dealers parties area may occur, in order to save the best service and the necessary protection for clients, in addition to the laws regular in traditional courts do not include the provisions of clear and explicit to cover all types of disputes in Electronic Commerce, or lack of legal capacity to keep pace with the rapid development of trade through the Internet<sup>16</sup> ,

---

14 , 15 ,16: Yun Zhau , Martinus Nijhoff Publishers , Book File No. 9004143831 , Dispute Resolution in Electronic Commerce 2005 , pages : 5 , 4 ,5 , 6 , Leinen / Boston .

16- Colin Rule , Book : On Line Dispute Resolution for Business , Page 3,4, on line disputes.. , Published By Jossey Bass A Wiley Imprint 2002, San Francisco [www.josseybass.com](http://www.josseybass.com).

in particular those requirements to be provided in the trading of traditional such as provision of original documents of the transaction or signatures and other gaps that must be filled,<sup>17</sup> and Despite the existence of the Commercial Code, which covers E-commerce - to some extent- on 16/12/1996 and adopted by the United Nations in Commercial International Trade( UNCITRA ) , however, that the conflict was increasing because of the misunderstandings and conflicts of interest other times, and even the existence of acts of unlawful and malicious included in the E. commerce<sup>18</sup>, and no matter what the business owners will continue to develop their business soft online as long as there are profits and business interests met via the Internet regardless of the differences and legal problems, and will continue the process of creating Web sites of their work, and interesting to note that consumers for convenience, speed and luxury, will continue to deal with these sites and support in different ways, but in this situation will continue to many kinds of disputes will accumulated, and the possibility of bridging the gaps in the law is still not available, hence the need to protect traders and consumers to determine the fate of Electronic Commerce and support in the long run to get its benefits and services<sup>19</sup>, the idea came of settling disputes as to obtain a minimum of stability and discipline<sup>20</sup> through the courts and the international trade and by the diplomatic ways between States<sup>21</sup> as well as International Commercial Arbitration which known to give him confidence and legitimacy of International Commercial Disputes essentials, foundations, and principles used in On line Disputes Resolution (ODR)<sup>22</sup> arising from International Trade<sup>23</sup> .

---

17 , 18 : Yun Zhau , Martinus Nijhoff Publishers , Book File No. 9004143831 , Dispute Resolution in Electronic Commerce 2005 , pages : 5 , 4 ,5 , 6 , Leinen / Boston .

19,22Colin Rule , Book : On Line Dispute Resolution for Business , Pages 4,5,13,14 new challenging on line – only disputes , Published By Jossey Bass A Wiley Imprint 2002, San Francisco www.josseybass.com,.

20 , 23 : Yun Zhau, Book File No. 9004143831 , Dispute Resolution in Electronic Commerce 2005 , pages : 7 , 8 ,

Martinus Nijhoff Publishers - Leinen / Boston .

21 : J.G.Merrills , Book File No. 0521852501 International Dispute settlement , page : 120 Published 2005 by University of Cambridge- New York , U.S.A.

## Settlement of the Investment Disputes (ICSID)

Introduction: ICSID the International Center for Settlements of Investment Disputes or as known

- Washington Convention – and call the center hereafter <sup>24</sup> is a professional institution at the investment arbitration cases between member countries and individual investors, had established in 1966 in Washington<sup>25</sup>, actually his base in this field growing up and expanding quickly, since, there are about 143 countries has signed the ICSID convention as members on Jan. 2008<sup>26</sup>, and about 263<sup>27</sup> cases had registered on March 2007<sup>28</sup>.

The Problem : Problem faced by States is how to link development interests with foreign investment at the same time, minimizing the influence of foreign investors, so as to ensure maximum protection of national interests and benefit from foreign investment at the same time, the existence of certain conflicts on a particular topic in the area of investment can does prohibit the host State opportunities for investment value, especially from large companies ( MNCs ) <sup>29</sup>, the impact of the conflict will not go only parties to the conventions, but can extend this conflict to the deterioration of bilateral relations between the host State and the State of the investor, therefore the inclusion of all parties to the loss, so no one's interest and presence or survival of disputes without solutions or even became binding, so any agreements for the settlement of investment disputes, which stimulated and encouraged capital<sup>30</sup> to flow to countries involved in the settlement of investment disputes, where the aim of those countries to strengthen ties and partnerships between them and other countries, whether developing or precedent countries in order to capital encouraging investors to achieve their interests in the area of economic development towards achieving the national goals, in a time when the Convention on the Settlement of Investment Disputes reached the proposal stage, it was the International Centre of the Settlement of Investment Disputes(ICSID) has been established <sup>31</sup>, so that the investors will be at confidence situation, in particular that if aware that his Government was not willing at times to claim of the host country to maintain cordial relations and to avoid any clash could be its consequences are significant both at the economic or political <sup>32</sup>, and the necessity require the establishment of this center to be neutral has nothing to do with the host country or under



pressure from any parties although it is an institution of the World Bank group, and in many ways it is very close<sup>33</sup>

so as to maintain relations between the host State and the State of the investor provided that should join the parties to settlement agreements, the system has accept and the rules of arbitration, and some other systems,<sup>34</sup> Not only that, but a group of big investors discussed the arbitration agreements with host governments for the provision of legal details in the way the selection of arbitrators and arbitral proceedings in some cases, and laws that can be applied by the court in selected cases of investors<sup>35</sup>.

---

24,25,26 : Schreuer,Malintoppi , Reinish , Sinclair , Book : The ICSID Convention ,978051885591Q4Weitxr.pdf 2nd Edition , pages : xlix ,xi,3 , , published by Cambridge University Press. 2009 – U.S.A .

27- See the ListConcluded updated 21/7/2010 and binding cases <http://icsid.worldbank.org/ICSID>. entry date23/7/2010

28 : title , International Centre for Settlement of Investment Disputes , Wikipedia , [www.wikipedia.org](http://www.wikipedia.org).

29: Chittharanian F . Amerasinghe , Book file no. 9041118381 , Jurisdiction of International Tribunals , page 617 , published by Kluwer Law International - The Netherland 2003 , Great Britain.

31,32,34,35 Chittharanian F . Amerasinghe , Book file no. 9041118381 , Jurisdiction of International Tribunals , pages: 618,619 ,621 ,620 published by Kluwer Law International - The Netherland 2003 , Great Britain.

33.: title , International Centre for Settlement of Investment Disputes , Wikipedia , [www.wikipedia.org](http://www.wikipedia.org).

30 : Schreuer,Malintoppi , Reinish , Sinclair , Book : The ICSID Convention ,978051885591Q4Weitxr.pdf 2nd Edition , pages : 136 article 125 , published by Cambridge University Press. 2009 – U.S.A .

### Basic and Other Activities for (ICSID):

As ICSID role basically concerned with investments disputes and established for this purpose, the investment arbitration under its authority considered as an important tool for the settlement of investment disputes, although there are more than 900 binary treaties for the investment has been signed with ICSID, and has about 20 laws in the investment field , in above of these.<sup>36</sup>

Responsibilities ICSID providing a large of facilities to the investment environment through researching activity<sup>37</sup>, law consultations publishing a laws books and articles by cooperation with the World Bank Group units .<sup>38</sup>

### Commercial Disputes Settlements

The mechanism of the trade disputes settlements for the participated parties is through the World Trade Organization ( WTO ) , the basic of the trade disputes settlement is subject to the disputes settlement Understanding ( DSU ) Which managed by the general council, and also governments membership with ( WTO )Can be official members to ( DSU ) procedures and transactions , on the other hand , a private parties<sup>39</sup> can participate and effect the results of disputes settlement in (WTO ) , this is allowed for them , and the wise of this permit is as attempt to obtain the settlement through the negotiation and understanding between the parties within a confirmed ( WTO) rule, which the period of the settlement and the negotiation between parties not exceed than 300 days as a maximum time , after this stage – if can be success – the procedures and the implementation will be the final two stages . This system gave the encouragement to the parties for settle there disputes out of the courts arbitration , whether negotiation between parties have failure , will lead the parties to the litigation proceeding by ( DSU )<sup>40</sup> requiring the legal reports represented by the Disputes Settlement Body ( DSB ) ,

36 : title , International Centre for Settlement of Investment Disputes , Wikipedia , [www.wikipedia.org](http://www.wikipedia.org).

37 : Schreuer, Malintoppi , Reinish , Sinclair , Book : The ICSID Convention ,978051885591Q4Weitxr.pdf 2nd Edition , page :xii, published by Cambridge University Press. 2009 – U.S.A.

39, 40: Jonathan Reuid , Book : 2nd Edition , ISBO NO. 749441437 A Hand Book of World Trade, pages:145,146,147,148,149 , published by GMB Publishing Ltd. 2004 - The Netherland 2003 , United Kingdom .

38 followed 51 : title , International Centre for Settlement of Investment Disputes , Wikipedia , [www.wikipedia.org](http://www.wikipedia.org) ,.

this stage requiring a particular documents supported by economical and legal evidences which should represented by parties to the court of ( DSB )<sup>41</sup> , then ( WTO ) will start the case according to it's system of the disputes settlement ,as soon as the final reports issued , the case should has the approval by the members of ( WTO ) under an obligation of any international public matter or ( WTO ) law,<sup>42</sup> and without this approval , the final reports will be illegal.<sup>43</sup> It remains to be know that the ( WTO) system out to resolve trade disputes was a major turning point from the old ( GATT )1947 in the established rapid and effective system to resolve trade disputes and ( DSB ) by adoption of the participation of parties to the conflict to reach a settlement of the case .<sup>44</sup>

### Procedural Issues

The issues relating to the adjustment mechanism and procedures in the investment agreements and bilateral tax conventions and other agreements on investment, it will undoubtedly affect the decisions of the arbitral tribunal with respect to stages of adjudication of disputes, at the end of 2005 exceeded the number of investment agreements International 5000 bilateral agreement includes, of course, mechanisms and procedures for the settlement may threaten the rights of investors due to lack of organizational capacity in some developing countries, for example, <sup>45</sup> therefore needed to formulate laws and procedures in this regard are balanced with the interests of investors and their countries on the one hand and the interests of the future of arbitration rules for the protection of international investment agreements and the general principle to remain intact, so ask to be considered improve procedures for the settlement of investment disputes by addressing each obstacle, such as reducing duplication of procedures and reduce their numbers, increase transparency, <sup>46</sup>

41,42,43,44: Jonathan Reuvid , Book : 2nd Edition , ISBO NO. 749441437 A Hand Book of World Trade , pages:145,146,147,148,149 , published by GMB Publishing Ltd. 2004 - The Netherland 2003 , United Kingdom .

45,46:United Nation Publication, Book: Investors – state disputes a raising from investment treaties ,Pages :53,54,55,56, ISBN 911126924 UNCTAD Series , 2005 – Switzerland .

more attention to the time and mechanism of action, focus towards the main goal and objective is the arbitration of a just and equitable ,procedures necessary and the bearish ways of resolving the dispute before the procedures arbitration and litigation, by way of conciliation between the parties to the conflict, or through mediation by third parties<sup>47</sup>, not to accept the registration of any case outside the competence of the Centre, to identify periods of time to accept the registration issue or claims as it is in investment treaties in the United States of America <sup>48</sup>, as well as it has been a focus on transparency as a force factor to resolve the problem between conflict parties, since it requires substantial amendments to the rules and regulations of international arbitration relating to transparency, so that the Court accepts the evidence provided by a third party or to allow this party to attend arbitration hearings without the need to the consent of the parties as is the case currently, can be enhanced by the transparency through the publication of all notices of arbitration in the State owns the investor in a single record, despite the difficulties that limit the applicability of this proposal because it requires cooperation on a global level <sup>49</sup>, and ideas to improve procedures for arbitration NAFTA model which provides for the use of a permanent body of the arbitrators and the use of the general resumption commission, as well as the establishment of a permanent court for the determination of investment disputes, in order to avoid the conflict parties to appoint arbitrators have personal interests with them <sup>50</sup>.

The creation of a good system for all parties requires States especially developing countries build the capacity of human, financial and organizational to be able to address the challenges arising from the investment and conventions and thus participate in the management system of settlement of international disputes in order to maintain the rights of its citizens, and this is difficult to achieve relatively high, especially the least developed countries, so it took everyone's cooperation in resolving this problem by increasing the capacity of developing countries to negotiate investment agreements, international and strengthen its institutional capacity,

---

47:see World Trade Organization ( WTO ) in trade disputes settlement which there system admit to the parties for using many personal ways before litigation within a 300 days / Jonathan Reuvid , Book : 2nd Edition , ISBO NO. 749441437 A Hand Book of World Trade , pages: 146, published by GMB Publishing Ltd. 2004 - The Netherland 2003 , United Kingdom .

48,49,50:United Nation Publication, Book: Investors – state disputes a raising from investment treaties ,Pages :53,54,55,56, ISBN 911126924 UNCTAD Series , 2005 – Switzerland .

regulatory and technical assistance for improving the management of the conflict between the investor and the State <sup>51</sup>, as is clear that there are procedural matters require amendment, cancellation or add them, because of their importance and achieved positive results on the fate of international arbitration and its impact on the conflict between the investor and the state, earning the subject of keen interest by the arbitrators, investors, and arbitral tribunals World Parties to the Conventions of the States, which refers to the presence of gaps and potential to fill these gaps in improvements to the current system of arbitration between the investor and the country with the technical aspects procedural and strengthen the capacity of developing countries, the goal of these improvements certainly hurt the interests of all parties involved in the dispute and arbitration .<sup>52</sup>

#### Settlement of Contracts Disputes in International Seles

Perhaps the most important legal issues has been raised in the United Nations Convention on contracts for international sales of goods (CISG), is how to handle the disputes between the conflicting parties on the application of the rightness and legal contract before the signature of the parties as, affirmative, acceptance and withdrawal of the offer as provided - Article 15 (2) - , The offer cancellation - Article 16 (1) - or rejection - Article 17 - , and to identify periods of time for<sup>53</sup> acceptance or withdrawal, and other explicit information must be clarified, and which must reach the other party of the sender in ways established by the convention, however, and in some cases are not required parties to the contract to clarify to the other party some of the items <sup>54</sup> as receiving the offer late and accepted by the other party lately also, and there is the issue of data interpretation between the parties - Article 24 - , which the convention has singling out between whether Receiving by oral presence of the parties Physically or by phone for example, or if it has connection with the data by the registry Voice for example ( by answering machine ) ,

51,52:United Nation Publication, Book: Investors – state disputes a raising from investment treaties ,Pages :57,61,62, ISBN 911126924 UNCTAD Series , 2005 – Switzerland .

53: Peter Schlechtriem , Petra Butler , Springer Book File No. 3540253149 , UN Law on International Sales , page : 83 Appendix , Verlag Berlin , Heidelberg , 2009 .

54 following 72 : Peter Schlechtriem , Petra Butler , Springer Book File No. 3540253149 , UN Law on International Sales , page : 83 Appendix , Verlag Berlin , Heidelberg , 2009 .

where the convention ( CISG ) provides listed on the rightness and accept the first case, and not right nor accepted the second case, in addition to, the statement must be sent to the other party in a language can be understood or to be agreed in the case , because it is not the language of the consignee in how to understand and respond to <sup>55</sup> , as well as statement and information that reach the other party via electronic means (fax, for example), he must be capable of being returned and recovered through the same means, and to have the party the recipient's statement of items received, and also there are other ways to receive, such as E-Mail, so he must reach the data's recipient and able to read the text, and be in the state of awareness and perception, can recover information and respond to them also. According to Article 16 (1) of the Treaty of sales ( CISG ), as may cancel offer at any time before the contract signed or the acceptance of the other party not sent, provided that it receives the sender's notice of cancellation of the show before the implementation has been started - Article 18 (3) - CISG - <sup>56</sup> or that takes effect accepted, according to the United Nations Convention ( CISG ) offer will be considered acceptable if the sender notice arrived from the consignee to accept not be entitled to cancel the offer.<sup>57</sup>

---

55,56,57: Peter Schlechtriem , Petra Butler , Springer Book File No. 3540253149 , UN Law on International Sales , page : 84,85,86 , Appendix , Verlag Berlin , Heidelberg , 2009 .

## The Recommendation

The study showed the significant efforts of international bodies involved in international commercial arbitration to maintain the stability and progress of international trade generally and international investment in particular, whether in terms of the conclusion of the new conventions, or amendments and cancellations to previous conventions, in order to treat the imbalance of gaps that may appear during the execution of business processes and global investment, and this is natural as is the case in all international laws that cover all aspects of life, because of development and change in the ways and means of trade and investment, and even a change in thought, consumption and investment of many factors, which in turn imposes a change in production methods ,marketing methods and consequently investment ways, in my view that what happened in the global business environment of legal treaties and conventions ,the establishment of international bodies , organizations of arbitration , disputes and settlements, etc., was because of this development and the changes that have resulted from several reasons, which included all aspects and levels of life, I also see that the theory of the success of laws and international trade agreements is to keep pace with these laws to these changes which has been confirmed by this study, rightness and safety of this theory through the efforts large carried - and continues to play - International Organizations arbitration and state governments through international conventions for the settlement of commercial disputes, and international investment, the use of arbitrators, experts and consultants in this area at all levels of academic, technical and economic. The success of international arbitration in the settlement of international disputes in this area, as well as to bridge the gaps in the law also lies in the search for legal materials covering the evolution of world trade and needs the same format and prior to the occurrence of disputes or inconsistencies and contradictions in the laws and regulations in order to maintain this progress to achieve the economic interests to all parties and countries, including governments, note that the efforts have been made - and still is - to some extent helped in achieving this goal, in addition, need to focus on the following points:

- 1 - Governments should cooperate with the competent arbitration and supporting investment and vice versa.
- 2 - Providing the bodies of arbitration qualified and expert's arbitrators with a diverse experience

for the continuously evolving commensurate with the needs of technical and economic modernity.

3 - Establishment of more organizations and tribunals in the States to facilitate the provision of services to the parties conflict more quickly and commensurate with the requirements of this activity.

4 - Awareness of investors, including possible legal systems that manage these processes through appropriate methods.

5 - The need and the importance of coordination and cooperation among organizations and tribunals with regard to the global standardization of systems that are rounded or charged to the International Trade.



## References

- 1- Yves Dezalay and Bryant G. Garth , Book : Dealing In Virtue , Pages : 14 , 6 . Year 1996 USA  
[/www.google.com/books](http://www.google.com/books) .6 , site enter date : 10 , JUL, 2010.
- 2- See: Yun Zhau , Martinus Nijhoff Publishers , Book File No. 9004143831 , Dispute Resolution in Electronic Commerce , 2005 , Leinen / Boston .
- 3- Peter Schlechtriem , Petra Butler , Springer , Book File No. 3540253149 , UN Law on International Sales, Verlag Berlin , Heidelberg , 2009 .
- 4- Georgios I. Zekos , Book File No. 0415460727 International Commercial and Marine Arbitration , page 13 Published 2008 by Routledge – Cavendish in USA and Canada.
- 5- Chittharanian F . Amerasinghe , Book file no. 9041118381 , Jurisdiction of International Tribunals , page 617 , published by Kluwer Law International - The Netherland 2003 , Great Britain.
- 6- Amazu A. Asouzu , Book File No. 0521641322 International Commercial Arbitration and African States , pages : 176 , 177, Published 2004 by University of Cambridge- U.K.  

7- Under the Convention, ‘arbitral awards’ include those made in *ad hoc* and institutional proceedings (Article I(2)). The Convention also imposes an obligation on a Contracting State’s court to recognize and enforce an arbitration agreement in writing unless the latter is null and void, inoperative or incapable of being performed (Article II(1) and (3)). For the background materials, cases and authoritative commentary on the Convention, see G. Gaja, *New York Convention* (3 vols., Dobbs Ferry: Oceana, 1990); A. J. van den Berg, *The New York Convention of 1958* (The Hague: Kluwer, 1981); A. J. van den Berg (gen. ed.), *Improving the Efficiency of Arbitration Agreements and Awards: 40 Years of the New York Convention: ICCA Congress Series No. 9* (The Hague: Kluwer, 1999); and see ‘Commentary on Court Decisions on the New York Convention 1958’, in ICCA, *Yearbook of Commercial Arbitration* (The Hague: Kluwer) since 1976.
- 8- Title: Hague Conventions\_(1899\_and\_1907), Uhttp://en.wikipedia.org/wiki/ university of Cambridge- New York , U.S.A , site entry date : 22 / 7 / 201.
- 9- J.G. Merrills , Book File No. 0521852501 International Dispute settlement , page : 46, Published 2005 by University of Cambridge- New York , U.S.A .

- 10-**Rubino-Sammartau–Book: international Arbitration9041114254 pages:3,4 published2001by Kluwer L.I –the Netherlands.
- 11-**<http://conflictoflaws.net/2010/asadip-american-association-of-private-international-law-and-cedep-co-organize-the-2nd-conference-on-arbitration-in-latin-america/> site entry date on 23/7/2010 **12-**” 2.2.2 Explanatory Note by the Uncial Secretariat on the United Nations Convention on Contracts for the International Sale of Goods Part One.
- 13-**Colin Rule , Book : On Line Dispute Resolution for Business , Page 3, Groth of IT , Published By Jossey Bass A Wiley Imprint 2002, San Francisco [www.josseybass.com](http://www.josseybass.com), date of site enter 22
- 14-** Schreuer,Malintoppi , Reinish , Sinclair , Book : The ICSID Convention ,978051885591Q4Weitxr.pdf 2<sup>nd</sup> Edition , pages : xlix ,xi,3 , , published by Cambridge University Press. 2009 – U.S.A.
- 15-** See the List Concluded updated 21/7/2010 and binding cases <http://icsid.worldbank.org/ICSID>. entry date23/7/2010
- 16-** Title, International Centre for Settlement of Investment Disputes, Wikipedia, [www.wikipedia.org](http://www.wikipedia.org) , and site enter date: 22, Jul.2010.
- 17-** Jonathan Reuvid , Book : 2<sup>nd</sup> Edition , ISBO NO. 749441437 A Hand Book of World Trade , pages:145,146,147,148,149 , published by GMB Publishing Ltd. 2004 - The Netherland 2003 , United Kingdom .
- 18-**United Nation Publication, Book: Investors – state disputes arising from investment treaties, Pages: 53,54,55,56, ISBN 911126924 UNCTAD Series, 2005 – Switzerland.