Legal arbitration in maritime disputes

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Abstract:

Maritime arbitration is a basic and indispensable legal system in settling maritime disputes. It was developed in order to advance maritime trade. Maritime relations in our present era are dominated by an overwhelming desire to make arbitration the solution to the disputes arising from them, as the parties to these relations agree to take charge of current or future disputes. The disputes arising therefrom shall be referred to arbitrators chosen by them who are experienced and competent in the maritime field, so that they may decide on them with binding arbitral rulings.

Keywords: *arbitration, dispute, maritime carriage contract*

The Introduction:

In our present era, maritime relations are dominated by a trend that requires resorting to arbitration to resolve maritime disputes arising from them. If sovereignty in resolving maritime disputes in the present era is for maritime arbitration and not for the national judiciary in this or that country, then maritime arbitration is a legal system for resolving maritime disputes that has been known since ancient times.

It has helped the flourishing of maritime arbitration, its popularity in maritime trade markets as a legal system for resolving disputes, and its preference over the national judiciary in different countries. The desire of practitioners of various maritime activities to resolve disputes arising from their contractual and non-contractual maritime relationships is a fair maritime solution that stems from the reality of the specialized professional field in which they work. It is the field of maritime trade, which is

characterized by excessive privacy and complexity, and the nature of maritime activity is characterized by internationalism. The nationality of the carrier may differ from the nationality of the shipper, from the nationality of the consignee to the nationality of the ship. Of course, this internationalism has created a kind of lack of knowledge of the legal provisions contained in either the shipper's law or the nationality of the ship. The carrier, in the absence of jurisdictional rules, is like a judge that guides him to the conflict rule that he uses to determine the law applicable to the subject of the dispute.

Our study is specific to maritime arbitration and the privacy it enjoys, although it remains that this arbitration is otherwise subject to the same principles of arbitration contained in the laws. Therefore, I decided to study the nature of maritime arbitration, its origin, and its importance in settling international maritime disputes in accordance with the United Nations Conventions on the Law of the Sea.

Search formalism:

The problem of the research lies in exposing the problems that arise in maritime arbitration disputes in terms of the applicable law, arbitration procedures, and means of settling maritime disputes, which include several considerations. It lies in the desire of practitioners of various maritime activities to settle maritime disputes in a fair maritime settlement, and the desire of the parties to the dispute to resolve their disputes. Therefore, we find that the problem lies in the differences between maritime arbitration and the settlement of international maritime disputes in accordance with the United Nations Conventions on the Law of the Sea. In light of the previous data, we raise the following problem:

To what extent can arbitration constitute the ideal means of resolving maritime disputes?

Research aims:

Resolving maritime disputes gains its importance from the importance of maritime trade and transport, and with the development of their activities and operations among the countries of the world, and with what has been characterized by the judiciary being slow in its procedures and prolonging the duration of litigation, and the need of maritime trade to quickly settle maritime disputes, which may sometimes be of high value, which makes these disputes need means. An alternative that provides the necessary speed to decide these disputes to reduce losses. Arbitration in maritime disputes that arise in connection with the implementation of all types of maritime contracts has been a means accepted by the international community and those working in this field to settle disputes away from the authority of ordinary courts. Arbitration has gained its utmost importance in resolving disputes due to the commercial, economic and international nature of maritime contracts due to the speedy and easy resolution of maritime disputes.

The research objective aims to achieve knowledge:

1-The nature of maritime arbitration

2- Advantages of maritime arbitration

3-The importance of maritime arbitration.

Research Methodology:

In their study, the researchers will rely on the topic of the descriptive analytical approach and the legal approach through legal texts, opinions, and the legal approach in preparing the study.

The first requirement: The nature of maritime arbitration

Maritime contracts have a commercial, economic and international nature, because maritime arbitration is of utmost importance in resolving disputes

arising from those contracts, considering that international commercial arbitration, where the state's internal judiciary is characterized by the speed of settling maritime disputes,

the ease of arbitration procedures, and the prior consent of the parties to abide by the arbitration ruling issued on the subject of the dispute.

This is in addition to the fact that arbitration helps those dealing with this field maintain the element of confidentiality in their transactions for fear of competition, speculation, or the influence of third parties they deal with ports, or maritime agencies, if these disputes are announced publicly in the case of resorting to the ordinary judiciary. This is in addition to what distinguishes arbitration in maritime contracts is due to the fact that it has a special artistic and technical specificity related to the nature of the issues and topics in which disputes arise in maritime relations that are essentially built on established maritime customs. Whether in the field of maritime transport, shipping, storage and unloading, contracts and contracts for maritime rescue and assistance, or in the field of maritime insurance, shipbuilding and repair, ship detention, contracts for trade, pilotage, maritime navigation, guaranteeing goods, compensation for damage, loss or delay in transporting goods and how to prove fraud in its modern sense, issued by transporter. All of this requires attorneys and attorneys who have high technical experience and full knowledge of maritime issues and international agreements and treaties related to maritime contracts, including the customs of maritime trade and the recognized rules of justice and fairness.

The first section: Definition of maritime arbitration

Definition of maritime arbitration: Legal arbitration is an agreement between the two parties in a specific dispute to refer it to a third or more person to resolve it without resorting to the judiciary before or after the dispute arises. If the agreement is before the dispute arises, it is called an arbitration clause, and if it is after it is called an arbitration agreement or arbitration stipulation. A part of jurisprudence defined it as "the method chosen by the parties to

resolve disputes arising from the contract by raising the dispute and deciding on it before one or more persons called the arbitrator or arbitrators without resorting to the judiciary." Another definition of maritime arbitration: What is meant by maritime arbitration is the same as what is meant by arbitration in Its traditional image.

However, the only difference is that the word arbitration is a general term that

targets all types of disputes, while arbitration is an arbitration that specializes in adjudicating maritime disputes only and not any other disputes. We find that maritime arbitration is arbitration that focuses on maritime contracts and the disputes that arise from them between their parties. This is what distinguishes maritime arbitration as being tinged with a clear technical tinge. This is due to the nature of the issues that arbitration addresses in many technical matters, as is the case in the techniques of shipping, transport, unloading, and maritime salvage, or to the legal aspects and details of international agreements and treaties that are concerned with regulating Maritime relations and contracts, and other technical matters. As for the UAE Civil Procedure Law, it defines it by saying, "Contracting parties may, in general, stipulate in the basic contract or in a subsequent agreement that any dispute that may arise between them in the implementation of a specific contract be presented to one or more arbitrators. It is also permissible to agree to arbitrate a specific dispute under special conditions."

The Model Law on International Commercial Arbitration defines it as "an agreement between the two parties to refer to arbitration all or some specific disputes that have arisen or may arise between them, a specific legal relationship, contractual or non-contractual. The arbitration agreement may be in the form of an arbitration clause contained in a contract or in the form of Separate agreement. (Qwanis, 2014, p. 22).

The Iraqi legislator did not come with a text that defined the arbitration clause or the arbitration contract, but rather came with a text that permitted

(agreement to arbitrate in a specific dispute) and also permitted (agreement to arbitrate in all disputes that arise from the implementation of a specific contract).

As for the Egyptian legislator: He defined arbitration in Article 10 of the Arbitration Law No. (27) of 1994, saying: "The arbitration agreement is the agreement of the two parties to resort to arbitration to settle all or some of the disputes that have arisen or may arise between them on the occasion of a specific legal relationship, whether contractual or "non-contractual."

Yemeni Arbitration Law: Article Two stipulates in its first paragraph that: "Arbitration is when the two parties choose, with their consent, one or more other

persons to arbitrate between them without the competent court to decide what is

done between them, with their consent, one or more other persons to arbitrate between them without the competent court to decide the differences or disputes that arise between them." ".

Definition of arbitration in French legislation: The French legislator defined arbitration in Article 1 of Law No. 42 issued in 1993 as "arbitration is a special procedure for settling some types of disputes, through an arbitration court to which the parties entrust the task of adjudication in accordance with the arbitration agreement." (Boumédienne, 2018, 32)

The Syrian legislator has defined: arbitration "the agreement of the two parties to the dispute to resort to arbitration to settle all or some of the disputes that have arisen or may arise between them regarding a specific legal relationship, whether contractual or non-contractual." As for jurists, they have defined it with different definitions. Some looked at the arbitration agreement without distinguishing between the arbitration stipulation and the arbitration clause, so they defined it as "an agreement to submit the dispute

to a specific person or persons to decide on it without the court having jurisdiction over it."

It remains for us to know the meaning of maritime disputes, and let us first begin by clarifying what is meant by dispute. Dispute, in the broad sense, means any dispute resulting from any of the effects of legal relations.

It may be called a dispute, a claim, or a disagreement, giving the broad and well-known meaning, which is a dispute.

As for the meaning of maritime, it is that the arbitration is related to a dispute whose subject matter is regulated by maritime law, and the dispute becomes maritime as soon as it relates to maritime navigation, which revolves around the legal system of the ship.

And the persons of maritime navigation and the exploitation of the ship and disputes related to the relationships governed by maritime law, it becomes

necessary for us to keep pace with the trend that determines that jurisdiction in resolving maritime disputes at the present time is for maritime arbitration and not

for the national judiciary. The Libyan legislator has defined arbitration in Article (1): "Arbitration A special method used to settle some types of disputes by an arbitration panel, to which the parties to the existing dispute assign the task of examining and deciding on it in accordance with the arbitration agreement."

It is defined in Article (2): "The arbitration agreement is the obligation of parties to resort to arbitration to resolve all or some of the disputes that exist or that may arise in the future between them, as a result of the establishment of a legal relationship between them, whether contractual or non-contractual, whether or not contractual, and it may be Agreeing on the wording of an arbitration clause or the wording of an arbitration agreement.

Definition of international arbitration: Article 37 of the 1907 Hague Convention relating to the peaceful settlement of international disputes

defines international arbitration, which stipulates that "the purpose of international arbitration is to settle disputes between states, through judges chosen by the disputing states and on the basis of respect for the rules of international law." (Qwanis, 2015, p. 60).

As for jurisprudence, he defined it as "the settlement of disputes between countries by accepting the parties to the dispute to resort to a third party to settle the existing dispute through a special agreement that was reached. The third party could be distinguished figures, political committees, or judicial bodies." Accordingly, international arbitration is a legal means to which international law has given the possibility of resolving disputes that the parties have agreed to submit to arbitration. It is based on an agreement between the adversaries, and ends with a ruling that decides and settles the dispute, and the parties to the dispute must abide by it and implement it.

Definition of arbitration in some international treaties:

The New York Convention of 1958: The New York Convention stipulates in its second article, first paragraph, that: "Every signatory state must recognize the written agreement, according to which the parties commit to submitting all or some disputes to arbitration."

Arising or which may arise between them, on the subject of contractual or non-contractual legal ties related to a matter that may be settled by arbitration."

Hamburg Convention of 1978: This agreement, although it was also limited in its definition of arbitration through Article 22 in its first paragraph, to being "an agreement confirmed in writing between the two parties to refer to arbitration any dispute that may arise in connection with the transport of goods under this agreement," except As some see it, it has great merit in organizing some maritime arbitration issues, to be the first international text specialized in maritime arbitration, recognized as a legal system with great advantages for resolving maritime disputes.

Section Two: The importance of maritime arbitration

Arbitration plays a major role in international trade. Arbitration is often resorted to if the contract is concluded in accordance with general conditions that usually require referral to arbitration to resolve any disputes that may arise regarding its interpretation. Arbitration is not a secret way to settle disputes, but rather the opposite of that. In all maritime countries we find the legislator has regulated arbitration and procedures for implementing arbitrators' awards. The international legislator worked to develop the work of arbitration in international commercial matters. In the Emirates, the Emirati legislator referred to arbitration in Articles (325 and 339) of the Emirati Maritime Commercial Law, and the Egyptian legislator also did in the Egyptian Arbitration Law No. (27) of 1994. The tendency of individuals to Arbitration is due to the customs and customs in maritime matters, which have a heavy weight that may exceed that of the written law, and therefore the parties desire people who are familiar with this custom. For example, it is known that the responsibility of the maritime carrier does not begin except from the time he receives the goods under the cranes. This is also the case with the delivery of the goods to the sender. However, there is no legal text that defines what is meant by the lever, and therefore finding the meaning of this term is by referring to the customs in the various ports. Another example of this is that on ships chartered on a time charter, there is often an agent for the charterer, and there is no legal text or any text in A charter party model specifies the role of this agent. However, this agent plays an important role that may reach the signing of bills of lading. Determining the role of this agent is due to international norms. Arbitration also gains importance because it leads to resolving disputes quickly

compared to the judiciary. Some jurists have found that these disputes require (60-90) days to resolve, which is a very short period when compared to judicial procedures that may sometimes take a few years.

On the other hand, the increase in maritime activity and its prosperity has made it one of the most important economic activities in which the state does

not only stand in the position of guardian or judge, but rather it has begun to practice and intervene in it as it has become the carrier state, the trucking state, and the supplying state. Thus, the state has increasingly begun to intervene and practice it and its public moral persons due to the increase in maritime activity and its prosperity. Commercial maritime activities. For this reason, and due to the unwillingness of countries to consider political or sovereign considerations, maritime arbitration has become the refuge that will exempt them and their public legal persons from standing before the national judiciary of another country. If maritime arbitration is held in a country, the ruling that will be issued by it will be

Based on the authority granted to him by the parties to the arbitration agreement and not based on his jurisdiction in the name of the country on whose territory the arbitration takes place.

Section Three: Types of maritime arbitration

1-Optional maritime arbitration

Voluntary maritime arbitration means that arbitration to which the parties to a maritime dispute resort of their free will and absolute desire, without the law, system, regulation, or any other independent source requiring them to resort to it.

The parties to the maritime transport contract are free to resort to it, as it finds its source in the agreement concluded between the contracting parties, whether they are natural or legal persons. It is based on a special agreement, which derives its existence from this agreement, which It is subject to the general rules of the contract in general, as well as the special rules stipulated in the Civil and Administrative Procedures Law, the Commercial Law, and the texts regulating arbitration (Al-Tahwi, 2002, p. 75).

2-Compulsory maritime arbitration

If the above is the basis of considering maritime arbitration as a method not imposed on the parties to settle their disputes, then this does not prevent the

legislator from making arbitration in some disputes obligatory, with which the parties do not have the right to submit disputes to the state's judiciary, and this type of arbitration It is what is known as compulsory arbitration, according to which the parties may not resort to the ordinary judiciary except after submitting the dispute to the arbitration panel. It is a system followed in some countries as a relatively low-cost means of resolving disputes. (Belbaqi, 2018, p. 84)

Some international centers and bodies have adopted the compulsory arbitration system, such as the International Center for the Settlement of Disputes Related to Investments between Contracting States and Nationals of Other States in accordance with the Washington Convention of 1965, as well as the International Chamber of Commerce in contracts for industrial facilities and international supplies of a standard form.

The second requirement: the nature of maritime disputes

If maritime disputes are partly due to the fact that maritime transactions have a complex artistic and technical nature, then the other aspect is the fact that they derive from being governed by commercial and maritime rules. Arbitration does not undertake to decide maritime disputes except by agreement of the parties, and the latter embodies the authority of the will to resort to arbitration. As well as determining its procedures and the law concerned with adjudicating the dispute. However, the will of the parties, amid the complexity and complexity of maritime transactions, is not always clear and explicit when it comes to resorting to arbitration, which prevents it from being competent to decide disputes. Therefore, each of the international agreements adopted judicial rulings, to confirm that arbitration is an authentic judiciary. To consider international disputes, it must first be analyzed as a legal system that amounts to a judiciary. Arbitration is a legal system that was created to perform a specific function and mission, which is settling disputes or airing a disputed issue What proves the idea of arbitration as a legal system is that the will of the parties is in fact only an apparent

source of the arbitral tribunal's powers to resolve the dispute. (Abu Al-Wafa, 2002, 63)

The first section: The legal nature of arbitration in disputes arising from the maritime carriage contract

Arbitration in a dispute arising from a maritime transport of goods, like any arbitration process, begins with an agreement and ends with a ruling, and each of the agreement and the ruling is subject to its own legal system. If the agreement is subject, in terms of its validity and invalidity, to the rules of civil law, then it is subject to the Civil Procedure Code in terms of Its enforcement, effects, procedures, implementation of its ruling, and appeal against it, and based on this structure that characterizes arbitration, opinions differed between those who believe in the contractual nature of arbitration, those who believe in the judicial nature, and those who see it as having a complex nature. (Al-Shahwan, 2018, 40) where one aspect of jurisprudence is Giving arbitration a contractual character, on the basis that it is a contract concluded by agreement between the two arbitrators, and that the arbitrator's jurisdiction and authority to apply the legal rules, appoint him, and determine the deadlines for examining the dispute, and other manifestations in which the power of will is evident, throughout the stages of the arbitration process. Thus, it takes up this entire process, so that it is established as a principle for interpreting all stages of the issuance of the arbitration award. Thus, the arbitration agreement is subject to general rules like all other contracts, the most important of which are those rules that govern its conclusion, determine its elements and conditions for its validity, and the penalty resulting from its failure, such as invalidity or invalidation.

Section Two: Settlement of international maritime disputes in accordance with the United Nations Conventions on the Law of the Sea 1982

As for the United Nations Convention of 1982, the negotiators were able to develop a comprehensive system for resolving maritime disputes that may arise on the occasion of its interpretation or application, as they included in

it the most important diplomatic and judicial means that have proven their relevance and particular effectiveness over the course of the ages in the field of peaceful settlement of international disputes in general, in addition to a number of The general principles and foundations that must be taken into account that will frame

and organize the settlement process so as to determine the scope of the conflict (Daoud, 1999, p. 358).

The United Nations Convention on the Law of the Sea of 1982 devoted a significant part of it to the issue of settling maritime disputes, especially Annex XV thereof. It is worth noting that this part included two stages for resolving international disputes that arise between the High Contracting Parties:

The first stage: It includes diplomatic methods, the solutions resulting from which are optional and are related to negotiations and then conciliation.

The second stage: It is not addressed unless diplomatic methods fail. Its solutions are binding, as are its procedures. The matter relates to the International Tribunal for the Law of the Sea, the International Court of Justice, international arbitration, and private arbitration.

What is stated in Article 33 of the Charter or Article 283 of the Convention on the Law of the Sea in question is considered a codification of a stable international custom, similar to multiple international agreements, all of which stipulate the obligation of states to negotiate any dispute over , Negotiations, in addition to bringing points of view closer together or even resolving the conflict, determine the general framework of the disputed fact, which justifies taking countermeasures and later facilitates the solution through other mechanisms.

As for the international judiciary, it considered negotiation a formal condition that must be followed before any international judicial claim, as the Permanent Court of International Justice ruled in the 1924 case in its

decision No. 2, "Before any dispute can be subject to judicial appeal, its subject must be precisely determined through diplomatic talks." . (Al-Aqraa, 2004, p. 34). The implementation of judicial jurisdiction in public international law requires the appointment of the court that has jurisdiction over the dispute brought before it by the states parties to that dispute, but its convening remains subject to the traditional rule that the plaintiff state has the freedom to choose the court that it believes is appropriate to address the dispute and that the defendant state has the freedom to choose the court that it believes is appropriate to address the dispute.

She has the same right to return that jurisdiction, as there is nothing obligating her to submit to a court that refuses her jurisdiction, with reference to Article 287/1 of the Convention.

We note that it adhered to this principle by allowing the state party the freedom to choose among several judicial procedures, provided that its silence regarding the choice is in itself a choice. "International arbitration in accordance with Annex VII - Article 287/5 above."

The third requirement: The maritime nature of arbitration in disputes arising from the maritime transport contract

Disputes submitted to maritime arbitration are divided into disputes arising from maritime contracts and others arising from maritime accidents. This maritime nature of arbitration is due to its close connection to maritime trade issues, and the great development of its transactions and in view of its increasing importance as a tool for settling disputes, until it has become a reality by imposing it. International trade.

There is no doubt that arbitration in disputes that arise in connection with the implementation of a contract for the maritime transport of goods are disputes that fall under the umbrella of maritime arbitration in general, as they are international commercial maritime disputes in nature. Thus, the maritime transport of goods is subject to a mixture of rules that can be divided into two types:

The first type is represented by the special rules dictated by the conditions of maritime navigation and its risks. These are clearly different from the rules of land or air trade, as they stem from the reality of the specialized professional field of maritime trade, in terms of the specificity of maritime activities, the conditions in which they are practiced, and the dangers that threaten them. And its ancient and modern customs, and in terms of the complexity of the disputes arising from it and their inclusion of complex legal and technical data, make them require the intervention of specialized people with experience and practice in this field.

As for the second type: it is represented by a set of rules regulating international trade. This is because the parties to the contract usually belong to different

countries. The contract may also be implemented in other legal systems. Maritime transport is the means of transporting money and goods across the borders of more than one country. This international nature makes all the carrier and shipper are afraid to apply the other party's law due to their ignorance of it. (Radwan, 1981, p. 24).

Despite the many disputes arising from maritime relations, such as shipbuilding, repair and sale disputes, and disputes arising from marine insurance contracts and others, the majority of maritime arbitrations regarding them take place regarding

Disputes related to maritime transport; these alone represent approximately eighty percent of the total of those disputes submitted to maritime arbitration in general.

The first section: The consequences resulting from the maritime nature of arbitration in disputes arising from the maritime transport contract

1- In terms of limiting the maritime relations whose disputes are submitted to maritime arbitration:

Some maritime arbitration centers have, within their regulations, specified the maritime relations to which their disputes are submitted. For example, Article 1 of the Arbitration Regulations of the Paris Maritime Arbitration Chamber enumerates, but is not limited to, a number of disputes, which the Chamber is responsible for managing and organizing, as it mentioned among them: "

Disputes arising from maritime exploitation, transportation and maritime leasing, and in general, all disputes arising from, any other marine activities directly or indirectly related to any of the previous topics."

Arbitration in maritime disputes. It is understood from this text that the Chamber also undertakes arbitration in disputes arising from the maritime transport contract, as it is an activity related to maritime exploitation and transport, directly or indirectly.

The regulation of the International Maritime Arbitration Organization also specified in its first article the arbitrations that are heard before it, and mentioned maritime transport contracts, as well as disputes related to ship charter parties. The most

common maritime disputes are related to the contract for the maritime carriage of goods.

2- In terms of identifying the institutions responsible for managing and organizing maritime arbitration:

As a result of the concentration of maritime arbitration in some major maritime countries due to geographical, historical and economic factors, we find, for example, that the Maritime Arbitrators Association in London is the first in the world in this field, followed by the Maritime Arbitrators Association in New York, then Paris, and some countries are striving in this field, as they did. Egypt by establishing the Cairo Regional Center for

International Commercial Arbitration and the Alexandria Center for Maritime Arbitration.

3- In terms of the nature of the rules applied to maritime arbitration:

Maritime arbitration is an independent arbitration with its procedural and substantive rules. Its procedural rules are represented by the maritime arbitration regulations that the parties adhere to when they choose a regular maritime arbitration center, or a private maritime arbitration regulation. As for its substantive rules, it represents the law applicable to the subject matter of the dispute, and it represents the professional law that we find. Sourced from international maritime treaties and standard conditions for maritime contracts. (Al-Faqi, 2021, p. 27).

The second section: A reading of the rulings of the Libyan Supreme Court regarding maritime transport disputes under Article 31 of the Reorganization Law No. 6 of 1982 in the field of Libyan maritime transport.

The principles established by the Libyan Supreme Court are binding on all courts and all other parties in the country in accordance with Article 31 of its Reorganization Law No. 6 of 1982.

It is: “It is established that when the legislator draws a path for litigants to achieve their rights, they must follow this path, because saying otherwise would result in missing the purpose that the legislator sought in drawing that path, and opening the door to consider the case in a way other than that drawn by the law, and it leads to Wasting its rulings. The appellant, in his capacity, had argued before the court

whose ruling was being appealed that the appealed ruling violated the text of Article 145 of the Maritime Law, which relates to the procedures that must be followed before filing a lawsuit before the court. The ruling’s response to this argument was that the aforementioned text is a regulatory text that should not be prohibited. The appellant has the right to litigate, and this is an incorrect response, because what was stated in the aforementioned text

145 stipulates that "any dispute that arises about the fare shall be submitted to the maritime authority in charge of the navigation system at the ship's anchorage or at the port of unloading, and every dispute over its general nature shall take place between the captain of the ship." Or its operator and the navigators. If this authority is unable to settle the dispute amicably, it shall draw up a report recording the disputes raised by the contracting parties and the amounts paid. This report shall be transferred to the competent judge, and lawsuits shall not be accepted before the court unless the aforementioned procedures are completed.

What was mentioned in this text was considered one of the litigation procedures considered part of the public order, and the argument for violating it before the court whose ruling was being appealed had its elements met, and the ruling nevertheless decided to reject it, as it would have violated the law.

2- (The law applicable to disputes among workers on board the ship).

Conclusion:

We summarize by saying that maritime arbitration is a basic and indispensable legal system in settling maritime disputes. It was developed in order to advance international maritime trade to further progress and prosperity. This type of arbitration has become an important branch of international commercial arbitration because it often has a commercial character. This is in accordance with the narrow standards of commercial maritime business derived from the nature of maritime activity, the character of those who practice it and their being merchants for the subject of the maritime relationship and the fact that it is related to an international commercial operation, that is, the movement of money, goods and services across the borders of more than one country, whether this relationship is initiated between private persons, or between them and one of the persons. General morale.

Results:

1-Maritime arbitration is a basic and indispensable legal system in settling maritime disputes. It was developed in order to advance international maritime trade to further progress and prosperity.

2-The United Nations Convention on the Law of the Sea of 1982 is considered the constitution that regulates all matters related to the seas.

3- Reconsidering the rules regulating private arbitration in accordance with Annex VIII of the Convention on the Law of the Sea, which is considered a new addition to the international judiciary of the sea and a strengthening of it, as private arbitration is regulated by only five articles.

4- The United Nations Convention on the Law of the Sea of 1982 dedicates to the principle of peaceful settlement of international disputes through its fifteenth part, which obliges the conflicting parties to resolve disputes that arise between them by peaceful means, including resorting to the judiciary.

5-Maritime arbitration is a basic and indispensable legal system in settling maritime disputes.

6- We have concluded that arbitration in disputes arising from the contract of maritime carriage of goods does not differ in nature from any other arbitration, as it is of a judicial nature with an agreement basis, but the difference lies in the specificity of the nature of its disputes.

Recommendations:

1- Encouraging competent authorities with expertise and experience to open arbitration centers and hold specialized courses on the subject of arbitration so as to allow individuals to be educated and fully familiar with it as a means of resolving disputes.

2- Work to expand the circle of countries that have the right to resort to international justice to settle their disputes, because failure to settle these disputes through peaceful means may lead to a threat to international peace and security.

3- Urging countries to resort to peaceful settlement of disputes that arise between them, to ward off the dangers resulting from the use of force.

4- Private arbitration is resorted to in certain types of disputes that are characterized by a scientific nature. However, the procedures followed before this arbitration are the same procedures adopted in ordinary arbitration, so new procedures must be developed that are consistent with the nature of the types of disputes submitted to private arbitration that have a scientific and technical nature.

the reviewer:

1- Abu Al-Wafa, Ahmed, Voluntary and Compulsory Arbitration, Mansha'at Al-Maaref, Alexandria, Egypt, 2002.

2- Abu Zaid, Radwan, General Foundations in International Commercial Arbitration, Dar Al-Fikr University, Alexandria, Egypt, 1981, (p. 63).

3- Daoud, Abdel Moneim, 1999, International Law of the Sea, Maritime Problems, Ma'afi'at al-Ma'rifa, Alexandria, Egypt, (p. 385).

4- Al-Faqi, Atef Muhammad, Arbitration in Maritime Disputes, Dar Al-Nahda Al-Arabiya, Egypt, 2021, (p. 27).

5- Al-Tahwi, Mahmoud Al-Sayyid Omar, The Concept of Voluntary Arbitration and Compulsory Arbitration and the Basis and Differentiation Between Them, Mansha'at Al-Ma'arif, Alexandria, Egypt, 2002, (p. 75).

Scientific research:

4- Al-Aqraa Fadi, Settlement of International Disputes Related to the Law of the Sea, Scientific Research, Faculty of Law, University of Damascus, 2004, (p. 34).

Theses:

1- Boumediene, Belbaqi, Arbitration in Disputes Arising from the Contract for the Maritime Transport of Goods, PhD thesis, Abi Bakr Al-Qayed University, Faculty of Law and Political Science, Algeria, 2018, (p. 32).

2- Yaqouba, Samira, Lajal Yasmina, The Effectiveness of Arbitration in Investigating the Subjectivity of Maritime Disputes, Master's Thesis, Kasdi Merbah University, Ouargla, Faculty of Law and Political Science, Algeria, 2014, (p. 22).

3- Qouanes, Jahida, Aliazid, Ali, Resolving international disputes within the framework of the law of the sea, Master's thesis, Department of Law, Oum El Bouaghi University, Algeria, 2015, (p. 60).

4- Al-Shahwan Mamdouh Muhammad Hamed, The Role of Arbitration in Resolving Maritime Transport of Goods Disputes, Law Department, Jordan, 2018, (p. 40).

International agreements:

1-United Nations Convention on the Law of the Sea of 1982.

2-New York Convention of 1958.

3-The Hague Convention of 1907.