



TAHKEEM

مركز الشارقة للتحكيم التجاري الدولي
SHARJAH INTERNATIONAL COMMERCIAL ARBITRATION CENTRE

ARBITRATION IN REAL ESTATE

ARBITRATION ARTICLES

- Effectiveness of arbitration in the Real Estate Industry in the UAE
- Forms of Disputes that are involved in Real Estate
- Issues arising from Real Estate arbitration
- Arbitration Clause under the terms of Real Estate contracts

ARBITRATION AWARDS

- What is the procedure for enforcing arbitral awards in Real Estate disputes in the UAE and in TAHKEEM?

EDITOR'S NOTE

As we are publishing this second issue of Tahkeem Journal, the world is going through perhaps one of the toughest events, and not seen before in modern history, where the spread of a global pandemic has brought nations to a standstill.

Life however is not immobile and must continuously move forth despite the hardships that are being faced by all of humanity.

Tahkeem journal is published in the service of the legal industry and as we are more aware of the importance of business continuity, this second issue is ever more crucial to ensure that knowledge is constantly disseminated, and that dispute resolution methods such as arbitration are not only kept alive but are put at the forefront, particularly in light of growing need for online dispute resolution methods, which arbitration can potentially offer.

As we promised, each issue will focus on a particular topic, and we have chosen Real Estate disputes and their resolution by way of Arbitration, given the role that this field has played in the economic growth of the United Arab Emirates, since it touches not only upon construction, lease, but as well on lands which are being utilized to extract resources from.

The articles will cover such topics as "The Effectiveness of Arbitration in the Real Estate Industry in the UAE", where we find that such method will ensure speedy and cost-effective resolution for smaller real estate disputes.

Forms of disputes which are being resolved are also addressed, where we see the prevalence of arbitration in disputes between developers and buyers of property.

However, having said that, we do see certain impediments to Arbitration in the Real Estate industry, particularly in the prohibition of including an arbitration clause in the real estate contract.

Our tips and tricks will always give you an insight on advantages of arbitration in a given industry. Last but not least, the journal keeps you updated with our latest events and conferences.

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FORMS OF DISPUTES THAT ARE INVOLVED IN REAL ESTATE

The real estate sector is one in which we see the emergence of different kinds of disputes depending on the area in which the dispute derives upon. Buying a property on the map has recently been an escalating trend in the past years where the real estate developer offers a real estate project for sale, which would grant the buyer the chance to choose the property they wish to buy simply upon viewing the map. That is why it became known as a purchase on the map. However, there are many forms of real estate disputes that could arise due to real estate sold on the map. Real estate developers may be involved in the following disputes:

If the real estate unit between the developer and the buyer of the property on the map is not registered in the name of the buyer in the initial real estate register, or if the developer did not open the escrow account for the real estate project. Moreover, if the commencement of the construction work has exceeded the period of six months from that of the license to sell on the map which is seen as a delayed process, or also if the developer generally requests the investor / buyer to pay other amounts in an account other than the real estate guarantee account. To practice the real estate development profession without obtaining the necessary license is also regarded as a form of dispute involving real estate developers. As for real estate intermediaries, they may be involved in the following: If the intermediary conducts the mediation profession without a license, or if the intermediary has received the final payment from the investor into his/her personal account when completing the sale of property on the map.

EFFECTIVENESS OF ARBITRATION IN THE REAL ESTATE INDUSTRY IN THE UAE

Arbitration in real estate sector holds several advantages to other dispute resolution methods, especially since arbitration targets the finding of a solution making it highly effective. The parties involved in such disputes should be committed and fully engage in the process of arbitration with objective of finding a suitable solution to the case at hand.

The advantages of arbitration are particularly relevant in smaller cases such as in real estate disputes involving lease agreements or where a tenant has breached a contract since bigger cases may involve disagreements linked to issues that cannot be arbitrable, as detailed further below. However, when the dispute can be subject

to arbitration there are several advantages to resorting to arbitration such as: avoiding hostility, cheaper cost implication as compared to litigation, faster than litigation, flexible, simplified rules of evidence and procedures, and most importantly is the privacy of the whole procedure.

Like all conflicts, there are always two sides to the story regardless of the area of dispute. However, arbitration is rights based which makes it an ideal method to rely on especially when dealing with real estate issues, since arbitration relies on theories, claims and counterclaims. Arbitration in the Real Estate industry is exceedingly efficient under the UAE law as it follows an adversarial method but most importantly, it offers much faster proceedings than that of the court. A few of the most important provisions that make the arbitration process in the UAE effective and speedy are as follows:

- The arbitration proceedings are not paused even when an application to the courts has been submitted;
- The arbitration proceedings are also not paused

even when issues have been raised regarding the arbitrator such as his/her independence for instance;

- A period of 15 days is permitted to challenge before a UAE Court of Appeal regarding any award;
- A period of 15 days granted to analyze any challenges present to an arbitral tribunal award;
- The arbitral tribunal shall continue its arbitration proceeding even when challenges are targeted towards its preliminary award.

However, the key advantage of arbitration in the real estate industry or in general for that matter, is that the parties get to choose their own arbitrator who holds a vast experience in the real estate, infrastructure and development sector and will be able to provide proper advice as recommended. This would increase efficiency in the whole arbitration process which is essentially what the parties are after in order to resolve the dispute quickly and resume their real estate project. For that reason, it is without a doubt that the parties shall favor arbitration in real estate disputes rather than expensive and time consuming public courts.

Real estate disputes could also contain a variety of different clashes such as: Failure to disclose a fact that could affect the buyer’s decision: The seller may choose to not disclose a certain fact if he/she is aware that it may affect the buyer’s decision in buying the property. Also, disputes involving Real Estate agents-the buyer or seller may feel that the real estate agent is not serving the client’s best interest and only concerned with selling the property. Another merging issue could include deposit disputes for instance, such as in the case where the real estate transaction does not go through leading to a disagreement between the parties regarding the person who shall keep the deposit. Disputes between the owners of the property rather than the buyer and the seller could arise. Disputes in the renewal period of a land lease agreement could happen or also disputed related to the properties that appear to be against the market value of a land. Terms and conditions of real estate contracts and partnership agreements, real estate loans or even loan defaults. Disputes against whether or not a broker has received a real estate commission. Disputes between real estate investors residing in different countries. Environmental disputes related to land use, natural resource management and public land use, water resources and etc... Finally, there are legal issues that could arise where certain legal issues could get in the way of a real estate agreement such as provisions that do not fall under a standard real estate agreement, or disputes involving the boundary line, or the involvement of a restrictive covenant that could affect the agreement.

ISSUES ARISING FROM REAL ESTATE ARBITRATION

There are several disputes that could arise in the real estate sector as it’s a commercial field that encompasses different underlining areas which lead to different kinds of disputes. However, one

of the main issues that arbitration in real estate faces is the prohibition of including an arbitration clause in the real estate contract given that the field of dispute is linked to an area linked to the public sector such as disputes related to policy making, criminal matters, terrorism, security and public policy of the state.

Those are all issues regarded as public-sector disputes that simply cannot be arbitrated. Although Arbitration is regarded as the best alternative resolution method to solving disputes due to its faster and more affordable characteristics compared to litigation as well as the freedom of the parties to select an arbitrator with knowledge in real estate; there are still several issues that could arise in arbitration which calls to paying attention to significant points, particularly in the field of Real Estate. While choosing arbitration as your dispute resolution technique, it is important to understand that you would be essentially giving up your right to a jury trial as your case shall be heard by the arbitrator of your choice. It is important that you make sure you pick an arbitrator with solid experience in the field of Real Estate and not any arbitrator.

In addition, even though one of the main reasons to opt for arbitration is because of its faster process, you may fall under the issue of shortcutting processes that may in fact be important which may give rise to a few issues.

For instance, while wanting to accelerate the dispute resolution process, it may limit the time to collect all necessary information required to grasp evidence that may be presented had the case been litigated. Although arbitration is one of the best alternative dispute resolution technique, do not assume that arbitration does not require good court skills. The arbitrator should encompass the ability to cross-examine properly.

That being said, one of the main issues that could arise regarding arbitration in real estate is the fact that certain real estate issues could essentially

not be subject to arbitration. In general, the law in the UAE permits parties involved in the dispute to undergo arbitration under the condition that the dispute taking place is in essence arbitrational and can be solved in a friendly manner; since there are a few exceptions to that rule. Some civil disputes are expected to be subject to arbitration but unfortunately are not under the UAE’s legal system such as rent disputes for instance. Therefore, in the case where a judgement has been issued on arbitration instances where its regarded as non-applicable, the competent court shall annul it. Further details on non-arbitrational disputes shall be stated below. Another issue that could arise when dealing with real estate disputes through arbitration is linked to the registration of real estate properties. Article 3 of the real estate law in Dubai clearly states that all properties that have been sold shall be registered in the real estate registry which is a mandatory rule under public policy and imposed on both parties.

Any disputes arising between the parties regarding article 3 shall be considered void and annulled. Therefore, any arbitrational matter related to the strike off of the property due to the failure to register the property in accordance with the proper procedures, the decision to arbitrate shall be cancelled since the dispute cannot be solved in a friendly manner as it is an issue related to a public policy mandatory rule which has been breached.

ARBITRATION CLAUSE UNDER THE TERMS OF REAL ESTATE CONTRACTS

In the process of signing Real Estate Contracts, it is important to make sure that an arbitration clause is present if the parties wish to use arbitration as

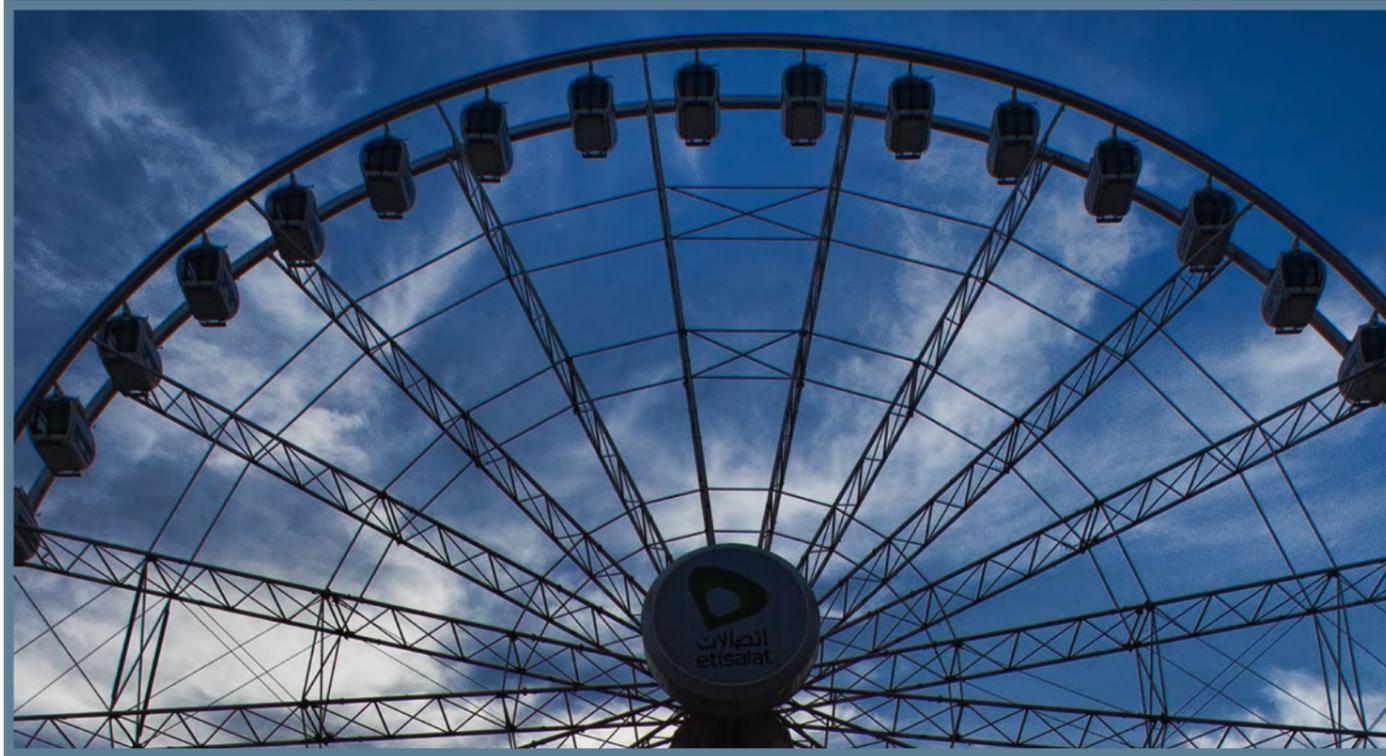
an alternative dispute resolution method in the case where a dispute arises.

If so, a mandatory arbitration provision should be placed in the Real Estate contract. However, it is always important to have both the transactional and litigation lawyer’s opinion when negotiating for the arbitration clause in order to make sure whether signing an arbitration agreement would indeed be for the parties’ favor depending on the real estate dispute.

It is also vital to note that the parties are not constrained to use a specific process, the parties may establish their own rules for the arbitration procedures. Once the parties have signed the full real estate agreement that contains a mandatory arbitration provision, the arbitration procedure shall go into effect. Real estate contracts usually fall under the umbrella of sale and purchase agreements which is similar to commercial contracts. In the case where a dispute arises, the issue shall be referred to arbitration if a dispute resolution clause is present, except if the property in which the sale and purchase contract is involved cannot be arbitrated under the UAE law such as government-owned properties for instance.

As for FIDIC contracts, which stands for International Federation of Consulting Engineers which is an organization that is widely known for the contract forms it encompasses for the field of construction. FIDIC contracts have been widely used particularly in international real estate contracts. It is rare to find an international contract that does not include the arbitration clause for the settlement of disputes arising from a contract.

Arbitration is usually the last dispute resolution method that the parties resort to with regards to contractual relationship in the FIDIC contracts to settle the dispute. In the case where the dispute resolution council fails to settle the dispute, any of the parties has the right to begin new arbitral procedure to settle the dispute.



WHAT IS THE PROCEDURE FOR ENFORCING ARBITRAL AWARDS IN REAL ESTATE DISPUTES IN THE UAE AND IN TAHKEEM?

Since the UAE has adhered to the New York Convention on the recognition and enforcement of arbitral awards, we shall start witnessing further enforcement of International arbitration awards which allows UAE arbitration awards to be recognized and enforced internationally while permitting foreign arbitration awards to be enforced in the UAE. The new arbitration law states that the arbitration award shall be

enforced just as equal as a judgement of the UAE Courts and binding upon the parties. In order to enforce an arbitral award in the UAE, the party shall submit a request for approval in accordance with Article 55 of the Federal Law Number 6 of 2018 which is the UAE Federal Arbitral Law. This should be submitted for approval prior to the Chief Justice of Civil courts along with several mandatory documents such as: An original award or a certified copy which should be approved, a copy of the arbitration agreement, and a copy of the minutes of deposit of the award. In the case where the award is foreign, it shall be translated and legally notarized. Once all these documents have been submitted, the award shall be enforced within a sixty days timeframe from the date requested once the competent court has confirmed the award. This could be annulled if the court has valid reasons to not allow the enforcement of the award under the law. As for the court decisions passed by the Real Estate Court or Property Court, they shall be submitted prior to the execution court, which should take place thirty days from the date of the judgement. It is important to note that the arbitration award

shall produce its effect if the parties wish to voluntarily execute it. The only time a forced execution of an award can take place against a party is by an order of a UAE Court of Appeal. Tahkeem's arbitral award enforcement follows the same rules in their arbitration process, where the arbitral tribunal will consider the proceedings and begin its deliberations, to which the award will be attested by the government or judicial court. The final decision of the Arbitral Tribunal shall be made by a majority of all its members and must be reasoned, made in writing and signed by the members of the Arbitral Tribunal. Any final award shall include:

- The arbitration agreement or the contract which contains the arbitration clause;
- Names of the members of the Arbitral Tribunal;
- Names of the parties to the dispute;
- A sufficient summary of the subject matter of the dispute;
- A sufficient summary of the parties' arguments, documents and evidences;
- Date of the award and the place where it was issued;
- Arbitration fees and expenses and the party to settle the same; and
- The wording of the award.

The Arbitral Tribunal shall issue its award within six months from date of the first hearing. However, such period may, upon the application of the parties, be extended for any such other period as the then circumstances may dictate. The award to be made by the Arbitral Tribunal shall be final and may not be appealed by any of the means of appeal.

TYPES OF ARBITRATION

There are different types of arbitration concerning regulation, dependence on the State, governance, compliance, and implementation.

• **Free Arbitration:** It is resorted to by agreement between/among the arbitration parties without any specific authority being in charge of regulating it. In this type of arbitration, the parties shall organize the arbitration process from beginning to end i.e. until the issuance of the arbitration award. They conclude the arbitration agreement before or after the dispute arises, choose the members of the arbitral tribunal and specify the time, place, language, rules and laws that shall apply to the arbitration, without being subject to the supervision of any permanent arbitration Centre or institution. The freedom of the disputing parties in term of choice is what gives arbitration its "free" character, that respects the will of its parties.

• **Institutional Arbitration:** In this type, the matter of appointment of arbitrators and the relevant procedures shall be referred to a specific authority (for instance, the arbitration conducted by any of the International Chamber of Commerce or the World Intellectual Property Organization). This type is the opposite of the above-mentioned one in terms of the parties' choice of a specific arbitration centre or institution, whether national or international, whose rules and procedures shall apply to the arbitration process. It is defined as an arbitration organized through a permanent arbitration authority, organization or institution, whose regulations, rules and procedures shall apply to the arbitration process from the beginning of the dispute until the award is issued.

Tahkeem believes that institutional arbitration has prevailed in international commercial disputes, because it further determines the competences of arbitral tribunals that are chosen for each dispute according to its nature.

National, Foreign and International Arbitration: In terms of dependence and extension, national arbitration takes place in a specific country, involves parties in said country and the award

ARBITRATION AWARDS

is issued within said country's legal scope, or it takes place in a specific country while the parties to the dispute agree to subject it to the country in which the award is enforced.

As for international arbitration, it involves more than one country as it includes a foreign commercial and economic element. It is commercial when it comes to a legal relationship of an economic nature, such the extraction of natural resources and the reclamation of agricultural lands. In this context, arbitration should fulfil several factors, inter alia being related to international rather than internal trade. This means that the principle domicile of the parties to the conflict must be located in different countries at the time of conclusion of the contract, the parties should agree to resort to a permanent arbitration organization headquartered in a specific country, and that the subject-matter of the dispute covered by the arbitration agreement should relate to more than one country. A final point remains complicated to some extent in this context, which is the case where the principle domicile of the parties is located in the same country and its neighboring areas as prescribed by law at the time of agreeing to resort to arbitration. On the other hand, the place of arbitration as specified in the arbitration agreement, the place of implementation of a substantive aspect of the contract and its obligations, and the place most closely related to the subject-matter of the dispute, whether it is the place of concluding or enforcing the contract, are located outside the country. All of the above-mentioned factors make an arbitration commercial and international regardless of the nationality of the parties or the arbitrators, the country where the contract is enforced, and the country of arbitration or the applicable law.

- **Optional Arbitration and Mandatory Arbitration:** Optional arbitration is resorted to by the free will of the parties as well as in the case of civil matters. However, in case of Mandatory arbitration, the parties shall

be obliged to resort to arbitration to resolve disputes related to specific legal bonds that compel them to resort to it instead of ordinary courts. This means that arbitration authorities, rather than courts, shall have jurisdiction over any dispute of a particular type, according to the law that regulates each of them. This type of arbitration applies to labor disputes in Egyptian law.

- **Arbitration by Law and Arbitration with Amiable Composition:** Arbitration by Law is defined by some laws as ordinary arbitration, and it is conducted according to the procedural or substantive law determined by the parties or by the arbitration tribunal when the competence is transferred to it in the event of silence of the parties. This type was called "Arbitration by Law" because in principle the arbitrator or the arbitration tribunal shall undertake to apply the procedural and substantive rules of the law applicable to the dispute. In this context, the law broadly means all legal rules, whether written or not, such as custom.

As for Arbitration with Amiable Composition, neither the arbitral tribunal nor the arbitrators adhere to the rules of substantive law; but rather, adjudication takes place according to the rules of fairness and justice, even if this leads to the exclusion of the legal rules applicable in accordance with the public policy.

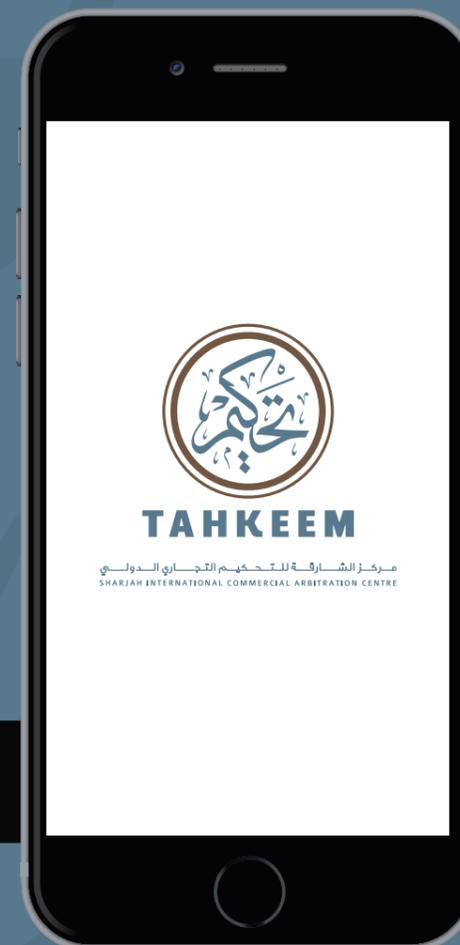
In this framework, the difference between Arbitration by Law and Arbitration with Amiable Composition lies in the adherence to the law in Arbitration by Law, which is the general rule; while Arbitration with Amiable Composition is the exception provided that this is explicitly mentioned in the arbitration agreement. As a result of this difference, it is permissible in the case of Arbitration by Law to appeal against an error in the procedures or a breach of the law, while such appeal is not admissible in case of Arbitration with Amiable Composition.



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PROFILE OF AN ARBITRATOR / ATTORNEY

ARBITRATORS & ATTORNEYS SHAPING THE FIELD



ZAID SAID AL CHAMSI
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Possesses a degree in Law and Police Science. Zaid is Chairman of the board of directors at the Emirates Association for Lawyers and Legal, third vice-president of the World Jurist Association (WJA), and member of the International Bar Association. Zaid is also a former member of the Human Rights Council in Dubai and a member of the Dubai Business Leaders Forum.



TAREK FARES RASHID
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Tarek possess a degree in Law. Tarek was a former manager at Daafis legal lawyers and consultants. He encompasses wide experience in arbitration by representing clients for years now in international arbitration cases including arbitration in contracting disputes, and professional responsibility with the International court of arbitration of the international chamber of commerce. Tarek has also represented



PROFILE OF ARBITRATORS

clients in lease disputes from the owner/tenant, as well as attended sessions before the judicial committee for lease dispute resolution and before the labor court.



MOHAMAD R. AL SUWAIDI
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Possesses a degree an LLB and LLM in law. Mohamad holds an extensive experience in civil and commercial litigation in all courts, including criminal court in the UAE since 1986. He acted as a UAE Law Expert in Arbitrations conducted in and outside the UAE and acted as a lawyer for many national and international clients for disputes related to UAE Law. Additionally, Mohamad acted as a Tribunal Chairman or Co-Arbitrator or Sole Arbitrator in around 40 arbitrations as well as represented national and international clients in numerous arbitrations.



RIDA DARWISH SALEH AL RAHMA
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Rida Darwish Saleh Al Rahma holds an extensive experience in the field of international arbitration. Rida is an expert in accounting and business administration in which he holds a Doctorate degree in finance from California. Rida encompasses thirty years of experience in various areas one of which is arbitration. Rida is well known for his communication and leadership skills. He is result oriented which makes him great in achieving good arbitral results.

Q&A ON ARBITRATION IN REAL ESTATE

Which laws in the UAE refer to arbitration in Real Estate?

The new arbitration law (Federal Law No 6 of 2018) in the UAE is highly based on the UNCITRAL Model Law on International Commercial Arbitration which is a model that takes into account the mechanisms of international commercial arbitration. This model is significant since it permits lawmakers to adapt this model as a basis for their national arbitration law; which is what took place in the UAE with the new Arbitration Law.

This new arbitration law shall be applied to all arbitration proceedings even if the agreements have taken place before the law has been issued. In addition, the new UAE arbitration law focuses on the enforceability of UAE arbitration awards in which its process has been shortened compared to the old law. The proceeding begins immediately before the UAE federal or local Court of Appeal and no longer begins before the Courts of First Instance.

Additionally, as previously mentioned regarding real estate disputes that cannot be dealt with through arbitration, there are certain legislations aimed at real estate disputes that cannot be referred to in arbitration proceedings as well, such as:

- Federal Law Number 6 of 2018 which is the UAE Federal Arbitral Law;
- DIFC Law Number 9 of 2004;
- Law no. 26 of 2007 on the Regulation of Relationship Between Landlords and Tenants in the Emirate of Dubai;
- Abu Dhabi Rental Law No. 20 of 2006 and its amendments by virtue of Law No. 6 of 2009;

- Law No. 6 of 2019 concerning Joint ownership of Real Estate in the Emirate of Dubai.

Which courts in the UAE are subject to Real Estate disputes?

The UAE courts that are subject to Real Estate disputes fall under the Real Estate court of Dubai which involves the Court of first instance, the Court of Appeal and the Court of Cassation, all in which are referred to depending on the Real estate dispute in place.

Real Estate Court in Dubai: The Real Estate

TIPS AND TRICKS

Advantages of Arbitration

- Confidential
- Saves you time
- Saves you money
- Gives you greater flexibility
- Choice of Arbitrators is yours
- It's neutral, impartial, and independent

Court is responsible for disputes and conflicts arising from transactions, contracts related to property rights or any rights linked to the property excluding rental rights. The Real estate court is composed of both plenary and summary courts. The plenary court is composed of three judges and applies to cases to which its value does not exceed 500, 000 Dirhams. While the summary court is composed of one judge and is only relevant to cases valuing less than 500, 000 Dirhams. The real estate court has exceeded its target in the year 2016 which has gained 90 percent of its client's satisfaction.

1. Court of first instance: The court of first instance is considered the first of three courts: First instance, Appeal, and cassation and is responsible for looking into all civil, commercial, administrative, labor and personal matters. The court is in charge of looking into the statement of claim, documents and contracts, and all urgent issues related to the conflicts of persons and the protection of their rights.
2. Court of Appeal: The court of appeal is the second degree of the court instances and is responsible for looking into judgements and first instance cases that has not been approved by the arbitrators to object and appeal by a higher court in accordance with the provisions of the civil and criminal procedure laws in force in the United Arab Emirates.
3. Court of Cassation: In the case where the court of first instance and/or the court of appeal have not applied the law properly, the parties in dispute would then have the option to rely to the court of cassation for their dispute.

Additionally, according to Article 32 of the UAE Civil Procedure Law, actions taken to resolve disputes related to property and real estate are subject to the place of residence of the parties

GET ANSWERS

within the jurisdiction of the courts. Thus, the jurisdiction of the court will depend on the jurisdiction where the property is located. However, in contrast to the Dubai International Financial Centre (DIFC) free zone, free zones in the Emirates do not have a specific jurisdiction and therefore all disputes must be referred before Dubai Courts. That being said, the Dubai Court has established a particular Real Estate Court who encompasses complete jurisdiction over all real estate matters. This court in fact falls under the umbrella of the Court of First Instance. As for the Dubai International Financial Centre (DIFC), they have their own courts and rules that are stated under the DIFC Law Number 9 of 2004. The DIFC courts hold exclusive jurisdiction over commercial and civil cases.

Is there a division between national and international arbitration for Real Estate in the UAE?

The arbitration law in the UAE certainly differentiates between international and national arbitration, which is based on the UNCITRAL Model law. However, the UAE arbitration law applies to both in accordance with Article 2 of law which states:

- Both national and international arbitration can be subject to the UAE law unless the parties in the real estate dispute have agreed to refer to any other arbitration law.

- The UAE arbitration law shall apply if the parties in dispute have agreed to apply the law on any international commercial arbitration conducted outside of the UAE.
- The UAE arbitration law shall be applied to any arbitration rising issues from a legal contractual or not contractual relationship that is regulated by the laws of the UAE.

When is arbitration not effective in Real Estate?

Arbitration is not effective in Real Estate when there are certain conflicts that simply cannot be arbitrated under the UAE law. These disputes involve:

Rental disputes in Abu Dhabi with a few falling under the exception such as governmental, touristic, ADNOC and agriculture related properties.

- Civil disputes when the arbitration clause involved is linked to insurance policy. However, this should be placed in the general conditions of the contract. If the insurance condition is placed in a separate contract or governed by the civil transactions code, then the issue shall be arbitrated.
- Disputes that are commercial agency contracts shall not be arbitrated when the agency is registered in the commercial agency register under the UAE law.
- Properties in the real estate preliminary register in the UAE are considered to be Real Estate disputes in Dubai and not subject to arbitration.
- Certain provisions in the UAE Companies Law are mandatory provisions that could arise disputes that are not subject to arbitration such as Articles 218, 222, and 322.



TAHKEEM EVENTS

ANNOUNCING ARBITRATION EVENTS



20.11.2019

SHARJAH INTERNATIONAL COMMERCIAL ARBITRATION CENTRE ORGANIZES PANEL ON "EMERGENCY ARBITRATION, INTERIM RELIEF, AND ENFORCEMENT: PRACTICAL PERSPECTIVES UNDER UAE LAW"

Held in association with the Chartered Institute of Arbitrator (CI Arb), the panel was part of TAHKEEM's participation for the third time in Dubai Arbitration Week on November 20 at Waldorf Astoria Dubai International Financial Centre in the presence of Mr. Ahmed Saleh Alechla, Director of TAHKEEM and Mohamed Alshehhi, Member of TAHKEEM's Executive Committee along with a number of international and local arbitrators and specialists.

17.11.2019

SHARJAH INTERNATIONAL COMMERCIAL ARBITRATION CENTRE CELEBRATES 10TH ANNIVERSARY

The Sharjah International Commercial Arbitration Centre, known as TAHKEEM, organised an informative ceremonial presentation marking its 10th anniversary at the Barajeel Hall of the Sharjah

Chamber of Commerce and Industry, yesterday, titled: "The Role of Institutional Arbitration in Promoting Arbitration Locally and Internationally."

15.10.2019

SHARJAH INTERNATIONAL COMMERCIAL ARBITRATION CENTRE, EMIRATES INTELLECTUAL PROPERTY ASSOCIATION SIGN MOU

TAHKEEM has signed a Memorandum of Understanding (MoU) with the Emirates Intellectual Property Association to ensure cooperation and exchange of expertise between the two sides, at the Sharjah Chamber of Commerce and Industry.

14.10.2019

SHARJAH CENTRE FOR COMMERCIAL ARBITRATION PARTICIPATES IN THE INTERNATIONAL CONFERENCE OF THE SAUDI CENTRE

Tahkeem participated in the second international conference of the Saudi Centre for Commercial Arbitration which was held in the Saudi capital Riyadh on 14 and 15 of October under the title: "Evolution of Arbitration in the Middle East and North Africa Reality and Ambition."

ABOUT TAHKEEM



TAHKEEM arbitration centre have succeeded in resolving a wide variety of disputes that have arose since the beginning of this year, which has received a friendly rate of 60 % for real estate issues and 40% for different cases by investors. Most cases were real estate related that have been resolved in the first session before having it proceed to the courts. In addition, all cases in the centre are finalized in a period that is not less than one month and does not exceed 6 months. All cases shall be submitted electronically and their evaluation is also conducted electronically. The centre has 21 international lawyers form various countries. Tahkeem has launched three new services in GITEX Technology week 2016 as part of its efforts to develop the main electronic interface of the Centre, in line with its overall strategies and orientation to facilitate many actions and providing the best services in high quality and with the highest international standards for the business community. All Services are now:

- 1- Registration of arbitrators and experts
 - 2- Submission of arbitration applications through the Website.
- All services are now available online through Tahkeem's website.

Why choose TAHKEEM arbitration centre for Real estate disputes?

EDITORIAL TEAM

RANY SADER
Chief Legal Officer

*Fundamentally engaged in
Rule of Law projects*

LARA SALEM
"Passionate about law"

*Ottawa University Law School
Focused on Rule of Law
projects*

LANA FADEL
"With commitment to
excellence"

*University of York
Commercial and Corporate
Law*

HAYKAL CHAAYA
"Unlocking new values in
the legal industry"

*Computer & Communication
Engineer - UPA*

TAHKEEM FACTS

SHARJAH ARBITRATION CENTRE FOR YOUTH COUNCIL

The Sharjah Arbitration Centre for Youth Council was established for the purpose of encouraging young national generation of arbitrators and highlight the role of arbitration as an effective solution for the existing disputes. In addition, the council seeks to enable the young people in the field of arbitration in the United Arab Emirates and aims to activate the role of youth and utilize their talents in serving the national youth agenda by implementing the Council's programs and plans. The Council seeks to achieve the Centre's mission in spreading the culture of arbitration among jurists, professional, business men and women at the local, regional and international levels in order to enhance economic and investment stability in the UAE to work within a secure and exemplary investment environment.

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