

ELECTRONIC ARBITRATION IN FOREIGN INVESTMENT DISPUTES: AN ANALYTICAL STUDY IN LIGHT OF THE SAUDI ARBITRATION AND INVESTMENT LAW 2025 AND THE UNCITRAL MODEL LAW

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Abstract

The Kingdom of Saudi Arabia, in its Vision 2030, has focused on attracting foreign investment. This focus is confirmed by the issuance of the Saudi Investment Law of 2025, which considers electronic arbitration a flexible, effective, and secure legal tool for investors, especially in cross-border transactions. Therefore, this research aims to analyze the legal framework for smart arbitration in investment contract disputes in light of the 2025 Investment Law and the Saudi Arbitration System, and in comparison with the UNCITRAL Model Law. This research aims to analyze the consistency of arbitration in investment disputes with international standards. The most important findings are that the Kingdom of Saudi Arabia has made significant progress in developing an electronic arbitration environment that enhances investment protection. Among the most important recommendations are the need to enhance transparency and establish unified technical standards across local and international arbitration centers, which represent essential steps to consolidate Saudi Arabia's position as a regional center for electronic investment arbitration.

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1. Introduction

Global digital transformations have impacted the Saudi economy, which is undergoing rapid transformations due to Vision 2030. This has created new legal challenges in the management and settlement of investment disputes. Therefore, the Kingdom of Saudi Arabia has paid great attention to enhancing its investment attractiveness and diversifying its economy, working to modernize its legal structure to align with international legal transformations. The Saudi Arbitration Law was issued. In 2018, the Saudi Center for Arbitration issued regulations for electronic arbitration and rules for the use of digital platforms for the electronic submission of applications, documents, and pleadings. The Investment Law for 2024 was also updated, issued pursuant to Royal Decree No. (M/19) dated 16/1/1446 AH, corresponding to July 22, 2024 AD. It is considered one of the most important pillars supporting the attraction and protection of foreign investors, the impact of which is reflected in the stability of investment contracts, as this system contains provisions that allow the use of alternative means of dispute resolution, such as arbitration and mediation, instead of being limited to the judiciary alone. In addition, the Saudi legislator has adopted technical means and electronic procedures in settling disputes in investment contracts, in line with the UNCITRAL Model Law, and with the recommendations of the UNCITRAL Committee on the necessity of using electronic means in arbitration disputes and the mechanisms for their implementation. On a worldwide scale, the United Nations Commission on International Trade Law (UNCITRAL) has also acknowledged the significance of the digital revolution in arbitration (Katz, 1986). During its seventy-sixth session, UNCITRAL conducted a thorough investigation into the impact of digitisation on commercial

arbitration processes, which also focuses on the validity and enforceability of electronic arbitration decisions (Castellani, 2023). These initiatives highlight the global shift towards adopting digital dispute resolution frameworks and reflect changing business realities,

2. Research Problem:

The Saudi legislator has focused on investment contracts, the mechanism for resolving disputes, and strengthening the rules of electronic arbitration procedures in 2018. The research problem revolves around the following questions:

- 1- What is electronic arbitration in the Saudi Arbitration Law of 2018 and the Saudi Investment Law of 2025?
- 2- What are the requirements for electronic arbitration and the extent to which they are compatible with the rules of the UNCITRAL Model Law adopted by the United Nations Commission on International Trade Law on June 21, 1985? What are the recommendations required by the Commission on International Trade Law regarding electronic means?
- 3- What legal procedures has the legislator established in the Saudi Investment Law of 2024 for settling investment contract disputes?

3. Research Methodology:

The study adopted a descriptive, analytical, and comparative approach. It is descriptive because it describes the theoretical framework of electronic arbitration and its importance in settling investment disputes when the party is a foreigner, while clarifying the relevant legal rules in the Kingdom of Saudi Arabia and the UNCITRAL Commission. It is analytical because the article relied on an analysis of legal texts relevant to the legal study and the regulations of the Saudi Center for Commercial Arbitration, in addition to the new Saudi Investment Law 2024, clarifying their suitability for settling investment contract disputes and their adequacy in enhancing the confidence of foreign investors. It is comparative because it compares Saudi regulations with the UNCITRAL Model Law.

4. Previous literature:

The literature on electronic arbitration addresses various issues, ranging from the theoretical framework and the applied field to the practical challenges of implementing electronic arbitration. It addresses various topics related to arbitration, including:

A study by Shawader, Abdul Karim, Zahar, & Al-Hajj. (2022) entitled "Electronic Arbitration as a Mechanism for Resolving Commercial Disputes," which concluded that the procedural rules established by arbitration centers play an important role in ensuring the application of justice from the inception of the dispute until the issuance and implementation of the contract.

Another study by Salama Shousha (2025) entitled "Smart Electronic Arbitration as a Mechanism for Settling International Commercial Disputes," which addressed the rules of smart arbitration for settling international trade disputes in general and concluded that countries must invest their resources in seeking to understand the mechanism of operation of artificial intelligence systems when applying arbitration to disputes.

Finally, a study by Mu'addadi, Taher Fadhil, Mu'addadi, & Nour El-Din (2024) entitled "Electronic Arbitration as a Mechanism for Settling Disputes in Electronic Consumer Contracts," which concluded that arbitration has a role in resolving electronic consumer disputes.

A study titled “Sustainability and Challenges of Arbitration in Administrative Contracts: Concept and Methodology in Saudi and Comparative Law” confirms that the arbitrability of administrative contracts enhances sustainable dispute resolution in accordance with Sustainable Development Goals 16. It focused on the impact of arbitration on administrative contracts (Al-Hussein, Zaltan, and others, 2023).

Another study entitled "Electronic Arbitration Clause" (Abdul Majeed, 2025) concluded that electronic arbitration is distinct from traditional arbitration and that it saves costs, time, and money.

This research article distinguishes us from other studies. The previous topic was discussed in a modern manner: Electronic arbitration in foreign investment disputes: an analytical study in light of the Saudi Arbitration Law of 2018, the regulations of the Saudi Center for Arbitration, and the Investment Law of 2025, compared with international standards of the UNCITRAL Model Law.

5. Discussion

The Saudi legislature has approved a number of initiatives to promote and protect the rights of foreign investors, including the following:

A - The National Investment Strategy in the Kingdom of Saudi Arabia:

The National Investment Strategy in the Kingdom of Saudi Arabia was launched on October 12, 2021, corresponding to Rabi' al-Awwal 6, 1443 AH, under the direction of His Royal Highness Prince Mohammed bin Salman bin Abdulaziz Al Saud. It relies on developing an integrated and flexible investment environment in line with the Kingdom's Vision 2030. The strategy stipulates the need to increase annual foreign direct investment flows to SAR 388 billion by 2030. To achieve this, the strategy relies on improving the legislative and regulatory framework, simplifying licensing procedures, protecting investor rights, and activating investment dispute resolution mechanisms (Bin Attia Al-Thabaiti, & Youssef (2021)).

B - Public Investment Fund:

The Public Investment Fund of the Kingdom of Saudi Arabia was established by Royal Decree No. 24 issued on 25/6/1391. It is considered a strategic tool for implementing national policies because it contributes to financing commercial projects. It has played a crucial role in forming strategic partnerships with foreign investors and global companies. Its policies have helped attract foreign investment to the Kingdom of Saudi Arabia, including its partnerships with international companies such as SoftBank, BlackRock, and EOM Investments. (Attia, & Halima, 2020) (https://www.pif.gov.sa/ar/who-we-are/our-history/?utm_source=chatgpt.com)

The concept of investment in the Saudi system 2024:

A foreign investment contract is an agreement between two persons, one of whom is a Saudi national and the other a foreigner, or more, to conclude an investment transaction. It is also a cross-border investment through the transfer of capital, such as the purchase of securities, movable assets, or the ownership of real estate (Haitham, & Hiba, 2021.)

Definition of a foreign investor: Article 1 of the Saudi Investment Law of 2024 defines it as: Any natural or legal person who invests, and is not considered a local investor according to the provisions of the law.

Investment is defined in Article 1 as "the investment of capital in an economic activity within the Kingdom to achieve a financial return or economic benefit in accordance with the provisions of this law and its implementing regulations".

The United Nations Commission on International Trade Law defined it as contracts that establish a contractual relationship of a commercial nature (Abdul Tawab, Ahmed Bakri Muhammad, 2022).

Electronic Arbitration and Foreign Investors:

The Saudi legislator has recognized in Article 10 of the 2024 Investment Law the right of foreign investors to use alternative means of dispute resolution, without prejudice to the provisions of relevant regulations. Investors may agree to settle their disputes through alternative means of dispute resolution, including arbitration, mediation, and conciliation, to resolve their contract disputes.

Article 11 of the Electronic Arbitration Procedures Rules, Annex IV of 2023, stipulates the possibility of combining claims arising from several interconnected investment contracts into a single electronic arbitration request. This enhances confidence in the settlement of commercial disputes in accordance with the Saudi Arbitration Rules of 2023, as the legislator has authorized the following:

- Claims arising from or related to more than one contract or more than one arbitration agreement may be filed in a single arbitration request when:

- The requested procedure arises from the same transaction or from a series of interconnected transactions,

- If each agreement arises from a different agreement. Arbitration, a common legal or factual question that gives rise to an arbitration case,

and, where applicable, if the multiple arbitration agreements under which the arbitration claim is brought are identical.

The Saudi legislator emphasized the digital transformation of electronic transactions in Article 10 of the Saudi Electronic Transactions Law, which defines electronic transactions as: "Any exchange, correspondence, contract, or any other procedure concluded or executed—in whole or in part—by electronic means."

This requires us to define arbitration in the Saudi system, in accordance with the 2023 Arbitration Rules. Article 1 of the 2018 Arbitration Law defines it as "an agreement between two or more parties to refer to arbitration all or some of the specific disputes that have arisen or may arise between them regarding a specific legal relationship, whether contractual or non-contractual, whether the arbitration agreement is in the form of an arbitration clause in a contract or an independent arbitration agreement."

The arbitration agreement is defined in Article (7) of the UNCITRAL Model Law of 2006 as "an agreement between the two parties to refer to arbitration all or some of the specific disputes that have arisen or may arise between them from a specific legal relationship, whether 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 a separate agreement. Electronic arbitration means that all its procedures are conducted electronically, starting with the arbitration agreement and the form that is then sent to the other party. Thus, the other party is invited to arbitration if he accepts to participate in it by accepting the lawsuit filed against him, through the exchange of documents and hearing witnesses and experts, ending with the issuance of a judgment that the parties undertake to respect regardless of the applicable laws and treaties. The party in whose favor the judgment is rendered has the right to obtain the enforceable force of this judgment (Hamadi 2025).

The Saudi legislator adopted the Electronic Arbitration Procedure Rules on October 15, 2018, and these rules were revised again in 2023. The fourth edition of the Saudi Electronic Arbitration Procedure Rules is part of the Arbitration Rules of the Saudi Center for Commercial Arbitration (SADR). Appendix IV of the Center's Arbitration Rules is specifically designed to resolve small commercial disputes where the amount in dispute does not exceed 200,000 Saudi riyals. These legal rules aim to provide expedited and efficient arbitration procedures, as the award may be issued within 30 days of the appointment of the arbitrators (Bin Abdullah bin Aqeel Al-Tayyar, & Turki. (2025)). The final arbitration award is usually based on the parties' written correspondence, unless the parties agree otherwise or the arbitrator deems it necessary to hold a hearing, which is usually held by telephone or video conference.

Principles of Electronic Arbitration in Saudi Legislation:

The Kingdom of Saudi Arabia has adopted an electronic platform for smart arbitration. Article 2 of the 2018 Appendix to the Arbitration Procedure Rules stipulates that a party wishing to file an arbitration case subject to the Electronic Arbitration Rules must submit an arbitration request and any supporting documents via the Center's Electronic Arbitration Platform ("Electronic Arbitration Platform"). In addition to providing the information required in Article 5 of the Rules, the arbitration request must include the email addresses of the parties and the email addresses of the party representatives, if known. Article 2 of Appendix 4, entitled the 2023 Electronic Arbitration Procedure Rules, confirms the scope of application of the Electronic Arbitration Procedure Rules, which shall apply when the parties agree to this in writing.

- : The parties' freedom to choose arbitrators, procedures, and language: Article (15) of the Saudi Arbitration Law, which corresponds to Article (10) of the UNCITRAL Model Law on International Commercial Arbitration of 1994, stipulates that "the parties are free to determine the number of arbitrators..." Article (11/2) of the same law stipulates that "the parties are free to agree on the procedure to be followed in appointing the arbitrator or arbitrators." Article (19) of the same law stipulates that "...the parties are free to agree on the procedures to be followed by the arbitral tribunal when proceeding with the arbitration." This corresponds to Article 15/2 of the Saudi Arbitration Law.

Article (10) of the UNCITRAL Law states, "The parties are free to agree on the place of arbitration." Article (22) of the Model Law states, "The parties are free to agree on the language or languages to be used in the arbitration proceedings."

Article 1 of the Saudi Electronic Arbitration Procedure Rules of 2018 stipulates that the administrator may, at any time during the arbitration proceedings, on his own initiative or at the request of one of the parties, and after consultation with the arbitral tribunal, decide that the provisions of the Electronic Arbitration Rules shall no longer apply to the case, and that the case shall continue to be administered in accordance with the rules.

- The principle of equal treatment: Article 3 of the Saudi Investment Law 2024 affirms that one of the objectives of the law is to ensure equal treatment for local and foreign investors. This is a fundamental principle for enhancing confidence and attracting investors and is consistent with what is stipulated in Article 27 of the Saudi Arbitration Law 2018, which stipulates that "both parties shall be treated equally and each shall be given a full and equal opportunity to present his claim or defense." Equal treatment with regard to electronic procedures, pleadings, and presenting and guaranteeing the right of both parties to access information related to the case, which achieves justice (Anwar Kazim Hussein Al-Akeili, 2024). This text is consistent with

Article (18) of the Model Law of 2006, which stipulates that both parties must be treated equally and each shall be given full opportunities to present his case.

(2) of the Saudi Arbitration Law stipulates that, without prejudice to the provisions of Islamic Sharia and the provisions of international agreements to which the Kingdom is a party, the provisions of this law shall apply to every arbitration, regardless of the nature of the legal relationship around which the dispute revolves, if the arbitration takes place in the Kingdom or if the arbitration is an international commercial arbitration taking place abroad and its two parties agree to subject it to the provisions of this law.

- The applicable law in international arbitration:

Article (3/1) of the Rome Convention of 1980 on the law applicable to contractual obligations stipulates that "the law chosen by the parties shall apply to a contract. This choice must be express or derived in a definite manner from the provisions of the contract or from the circumstances of the contract." UNCITRAL stipulated in Article 29 of the UNCITRAL Model Law of 1985 that the arbitral tribunal shall apply the law chosen by the parties or the law the arbitral tribunal deems appropriate to the dispute if the parties do not specify a law (Omran, 2015).

The Saudi Arbitration Law of 2012 and the Arbitration Center Law of 2023 are consistent with the provisions of these international agreements. Article (38) of the Saudi Arbitration Law stipulates that "without prejudice to the provisions of Islamic Sharia and public order in the Kingdom, the arbitral tribunal, when considering the dispute, shall observe the following: Apply the rules agreed upon by the parties to the arbitration on the subject matter of the dispute. If they agree to apply the law of a particular state, the substantive rules shall be followed." It does not include the rules of conflict of laws unless otherwise agreed upon. Article 12 of the Electronic Arbitration Procedure Rules has confirmed that if the parties choose a substantive law to apply to the contract or arbitration agreement, but they want to subject this law to the provisions of Islamic Sharia (especially if the place of arbitration is not the Kingdom of Saudi Arabia), they can add a clause that achieves this effect:

Article (25) of the Saudi Arbitration System stipulates that "the two parties to arbitration may agree on the procedures to be followed by the arbitration panel. This gives them legal flexibility in determining the method of managing the dispute in accordance with the contract and its value, which enhances the speed of resolving the dispute and protects the rights of the local and foreign investor, including their right to subject these procedures to the rules in force in any organization, body or arbitration center in the Kingdom or abroad, provided that they do not violate the provisions of Islamic Sharia." The parties have the right, according to Saudi Article 2 of the Saudi Arbitration Center System 2023 AD, to agree to refer the dispute to the arbitration center, and Article 37 of the same system stipulates that the arbitration panel formed under the center may apply the rules of the law that the parties determine to be applicable to the subject of the dispute. If the parties do not specify those rules, the panel shall apply the law it deems appropriate. This is what Article (28) of the UNCITRAL Model Law on International Arbitration went to, which stipulated: "The arbitral tribunal shall decide the dispute in accordance with the rules of law chosen by the parties as applicable to the subject matter of the dispute. Any choice of the law of a state or its legal system must be taken as a direct reference to the substantive law of that state and not to its special rules of conflict of laws unless the parties expressly agree otherwise. If the parties do not designate any rules, the arbitral tribunal must apply the law determined by the rules of conflict of laws that the arbitral tribunal deems applicable".

International arbitrators do not have a domestic jurisdiction, so international commercial arbitration courts resort to the systems of private international law in general or to the established principles of international arbitration practice derived from model contracts, in addition to general principles, which can be considered part of contemporary international commercial law. These principles, along with the substantive provisions contained in this law, regulate international trade relations (Al-Faqih, & Abdul Majeed Muhammad Abdul Hadi Abdul Majeed Muhammad. (2025)). It is clear from the above that the parties to an arbitration agreement have broad freedom to determine the applicable law to the subject matter of the dispute and choose the procedures to be followed. In this regard, the New York Convention, signed in 1958, included an indirect conflict rule in Article (15/1/5): "Recognition and enforcement of the award may not be refused at the request of the party against whom the award is invoked unless that party submits to the competent authority of the country where recognition and enforcement are requested that the composition of the arbitral tribunal is contrary to what the parties agreed upon or, in the absence of an agreement, the law of the country where the arbitration took place".

Article 55 of the Saudi Arbitration Law states: "A request for enforcement of an arbitration award shall not be accepted unless the period for filing a claim to invalidate the award has expired.

-1An order for enforcement of an arbitration award may not be issued in accordance with this Law unless the following has been verified:

-3It does not conflict with a ruling or decision issued by a court, committee, or body with jurisdiction to adjudicate the subject matter of the dispute in the Kingdom of Saudi Arabia.

-4It does not contain anything that contravenes Islamic Sharia and public order in the Kingdom. It is clear that enforcement of an arbitration award in an investment dispute shall not take place until the period for challenging its invalidity has expired. The arbitral tribunal must ensure that the award does not conflict with the laws of the Kingdom or Islamic Sharia. This ensures that electronic arbitration for investment contracts adheres to local legal standards, enhancing the confidence of foreign investors and residents in the use of electronic arbitration as a reliable means of dispute resolution.

The Model Law was more explicit in its review of the cases in which enforcement of a foreign arbitral tribunal's award is refused (Article (36) of the 2006 Model Law on Commercial Arbitration

The 1994 UNCITRAL Model Law on International Commercial Arbitration stipulates that the arbitration agreement must be in writing, as stipulated in Article (7/2): "The arbitration agreement must be in writing. An agreement shall be deemed to be in writing if it is contained in a document signed by the parties or in an exchange of letters, correspondence, telegrams, or other means of wireless communication that constitutes a record of the agreement, or in an exchange of data".

The UNCITRAL Law does not impose strict requirements on written form, as it may be included in correspondence, telegrams, or the pages of the prosecution or defense memoranda. This is also the case with the New York Convention.

As for Saudi legislation, Article (9) of the Saudi Arbitration Law stipulates that writing is a condition of the arbitration agreement: "The arbitration agreement must be in writing, otherwise it shall be null and void".

Electronic Arbitration Procedures in Investment Disputes:

Appointment of Arbitrators: The arbitration tribunal shall be formed by agreement between the two parties to the arbitration. Article (3/11) of the Model Law on International Commercial Arbitration stipulates:

1/ In the case of arbitration with three arbitrators, each party shall appoint an arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator within thirty days of receiving a request from the other party. If the two arbitrators fail to agree on the third arbitrator within thirty days of their appointment, the third arbitrator shall be appointed by the court or other authority upon the request of one of the parties.

The term "other authority" here refers to what is stated in Article (6): "Each country promulgating this Model Law shall designate the court or courts."

The Saudi legislator's position in the Rules of Procedure for Electronic Arbitration in Article (4/2/) states: All requests to challenge the arbitration tribunal must be submitted via the electronic arbitration platform within two business days from the date on which the administrative official notifies the parties of the appointment of the arbitrator and the disclosed circumstances. If no request to challenge the arbitration tribunal is submitted within the specified period; The appointment of the arbitration panel becomes final. If a response is submitted, the administrator shall invite the other party to submit its comments. The Technical Decisions Board shall, at its discretion, decide to confirm or replace the arbitration panel.

Jurisdiction of the Arbitral Tribunal:

1. Article 16 of the Model Law and Article 18 of the Saudi Arbitration Law of 2023 allow the arbitral tribunal to rule on its jurisdiction, including objections related to the existence of an arbitration agreement. The legislature stipulates that written submissions must be made within 30 days of the procedural order, with the parties having the right to submit a single statement of claim and defense. Requests for electronic documents are limited to matters related to investment claims.

Arbitration Award:

The Model Law on Arbitration requires the final arbitration award to be in writing, whether explicitly or implicitly. Article 30/1 of the Model Law on International Arbitration explicitly stipulates that the arbitral award must be in writing, adding the recommendations of the 2025 UNCITRAL Memorandum. Amendments to the Model Law are necessary, most notably the electronic submission of the award. The smart arbitration award in the Kingdom of Saudi Arabia is automatically electronically written. However, Article 11 of the Saudi Arbitration Procedure Rules of 2018 requires the smart arbitration tribunal to issue its final decision within a period not exceeding 30 days from the date of its formation. This period may be extended in exceptional circumstances determined by the administrative official. The Saudi legislator added in Article 11/5 that if the applicable law requires the filing or registration of the award, the arbitration tribunal must fulfill this requirement. The parties are responsible for drawing the arbitration tribunal's attention to such a requirement, or any special procedural requirements at the place of arbitration.

The extent of recognition of the binding force of awards issued by arbitration bodies:

Article 5 of the Electronic Transactions Law 1428 stipulates that electronic arbitration in disputes over investment contracts, documents, records, and communications submitted electronically has the same legal force and recognition as traditional paper documents. "Electronic transactions, records, and signatures shall have binding force, and their validity, enforceability, or execution may not be denied on the grounds that they were conducted, in

whole or in part, electronically, provided that such electronic transactions, records, and signatures are conducted in accordance with the conditions stipulated in this law." It also stipulates that information submitted electronically does not lose its value, provided that its details are available within a private and secure electronic data system (Masry, 2013).

International agreements, model laws, and national laws have granted arbitration awards the same force as judicial rulings issued by courts. Article (3) of the New York Convention stipulates that "Each Contracting State shall recognize arbitral awards as binding." Article (35) of the Model Law on International Commercial Arbitration stipulates that "The arbitration award is binding regardless of the country in which it was issued." This is what the Saudi legislator has tended towards in Article (50) of the Saudi Arbitration Law of 2012 AD, which states, "Taking into account the provisions stipulated in this system, the arbitration award issued in accordance with this system shall have the force of *res judicata* and shall be enforceable."

Parties' Responsibility for Using the Electronic Arbitration Platform:

Article 5 of the Saudi Electronic Transactions Law affirms the validity of transactions if they meet the technical requirements related to security. However, Article 9 of the same law stipulates the validity of electronic transactions, linking trust to the secure method used to create, store, or communicate the electronic record, and the possibility of modifying it. This was emphasized by the legislator in Article 37 of the Saudi Center for Arbitration Law, which states that when the parties agree to use electronic arbitration in investment disputes, they acknowledge that they have conducted the necessary investigations into the accuracy and efficiency of the website. They also bear the risks associated with its use (security, privacy, and confidentiality). Any technical problem or risk arising from the use of the platform falls on the parties to the investment transaction dispute, not the center or the arbitration panel, unless the law provides otherwise. The Saudi Arbitration Center or its Board of Directors are not legally liable for compensating parties for piracy or technical breaches (Abdul Haq, Duaa Abdel Aal, 2025). This exemption protects the Center and its employees from claims for compensation for any damages resulting from the use of the electronic platform, unless the law explicitly provides for liability. As for the UNCITRAL Commission, we find that it has not established legal rules regarding the exemption of liability for arbitration centers, although it discussed the recognition of electronic arbitration awards and electronic notifications at its symposium held in 2024 (https://uncitral.un.org/en/colloquium_electronic_arbitral_awards?utm_source=chatgpt.com).

Conclusion:

The research demonstrates that electronic arbitration is an effective tool for settling commercial investment contract disputes. It ensures speedy adjudication, procedural transparency, and the validity of electronic documents and transactions in accordance with modern Saudi laws and regulations, including the 2025 Arbitration and Investment Law. The rules for joining claims and proving electronic transactions also provide significant legal flexibility for dealing with multiple and interconnected disputes, enhancing the confidence of local and foreign investors. In light of the Kingdom's Vision 2030, electronic arbitration represents a strategic step toward a sophisticated investment environment aligned with international standards, ensuring the protection of economic rights and enhancing the Kingdom's attractiveness as a global investment hub.

It is clear that electronic arbitration for foreign investment disputes has rules and provisions within the legal system of the Kingdom of Saudi Arabia, and that these rules are updated in line

with global transformations. This represents a fundamental step toward developing private justice and enhancing its efficiency. The study demonstrated that electronic arbitration, with its principles consistent with the standards of the United Nations Commission on International Trade Law (UNCITRAL), reduces time and procedures, enhances transparency, and reduces costs, while providing a secure environment for exchanging documents and preserving judgments. According to the Saudi Electronic Transactions System, the Saudi legislator has begun taking advanced steps towards adopting legal rules that keep pace with technological transformations through the strategic plan and the Investment Fund. The study recommends the development of legislation specific to smart arbitration and the establishment of clear procedural and ethical standards for the use of technology in dispute resolution, as this represents a legislative and practical necessity, achieving integration between technological development and protecting confidence in the arbitration system as an effective and modern means of resolving disputes in the Arab world.

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