



Bringing Saudi Arbitration Jurisprudence to the World: The SCCA Country Report and the Maturation of a Model Law Jurisdiction

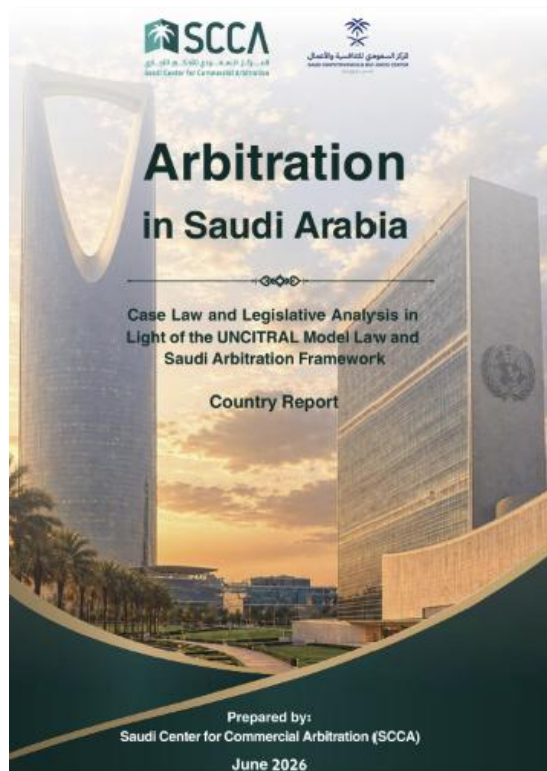
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[1] The publication by the Saudi Center for Commercial Arbitration of ‘Arbitration in Saudi Arabia: Case Law and Legislative Analysis in Light of the UNCITRAL Model Law and Saudi Arbitration Framework – Country Report’, is a scholarly exercise in jurisdictional transparency. A major body of Saudi arbitral jurisprudence is thus made available for international scrutiny and comparative study. For many years, informed discussion of arbitration in the Kingdom of Saudi Arabia was constrained by a reality. Practitioners outside the Arabic-speaking world could read imperfect translations of the 2012 Arbitration Law and its 2017 Executive Regulation, the Kingdom’s accession to the New York Convention, institutional arbitration rules, and policy announcements. They could not, with

comparable ease, examine the developing corpus of Saudi appellate and Supreme Court jurisprudence through which those instruments acquired practical effect. The SCCA report bridges that gap and, in doing so, enables assessments of the Saudi seat to be grounded in accessible judicial practice rather than assumption and anecdote.

[2] Arbitral jurisdictions are not judged by statutes alone. A State may reproduce in a modern arbitration law the vocabulary and structure of the UNCITRAL Model Law and still fail to command

confidence if its courts treat arbitration as a tolerated exception, to be narrowly interpreted and possibly denied in case any challenge is voiced by a litigant, rather than as a normal



jurisdictional choice in commercial dealings. Conversely, a jurisdiction earns credibility when its national courts recognise party autonomy, defer to arbitral jurisdiction within proper limits, confine annulment to exceptional grounds, and enforce awards without reopening the merits. The report's importance is twofold: first, it records legislative alignment with the Model Law and presents Saudi court practice in a form accessible to the international arbitral community, and, second, it subjects that practice to scrutiny.

[3] The principal achievement of the report is primarily methodological. It analyses 967 arbitration-related appellate decisions issued between January 2023 and June 2025, made available to the SCCA by the Saudi Ministry of Justice. The report maps those decisions against the structure of the UNCITRAL Model Law, article by article. This ambitious and demanding exercise requires a meticulous classification of legal issues, identification of the corresponding Model Law provisions, distinction between ratio and circumstance, and translation of local judicial practice into categories familiar to comparative arbitration lawyers and scholars. The result is a bridge between Saudi jurisprudence and the global language of arbitration law.

[4] The report was prepared in response to an invitation from UNCITRAL as part of a plan to make a contribution to the UNCITRAL Digest of Case Law on the Model Law on International Commercial Arbitration.¹ It is well known that the Digest is regularly used as a trusted source of authorities in international arbitral proceedings. Saudi case law is thereby placed within a transnational conversation concerning comparative materials from which the international arbitration community draws guidance.

[5] This new issue of *Insight* examines the significance of the report by identifying why it matters, where its evidence is strongest, how it fits into the Kingdom's broader legal

transformation, and what it reveals about the maturation of Saudi Arabia as a safe arbitration seat.



Vision 2030 and the Legal Infrastructure of Economic Transformation

[6] The report properly situates the development of arbitration in the Kingdom within the broader transformation associated with Saudi Vision 2030. That transformation is often described in economic terms, whether through diversification, investment, infrastructure, energy transition, tourism, financial services, or new forms of public and private partnership. Yet no ambitious economic programme can succeed without a corresponding legal infrastructure. Foreign direct investment, complex contracting, and cross-border commercial collaboration primarily depend on confidence in the legal institutions that support economic activity. A jurisdiction seeking to attract capital must offer reliable mechanisms for resolving disputes when expectations fail, projects encounter difficulty, or commercial risks materialise. In that respect, arbitration plays an important role in fostering the confidence on which long-term investment depends.

[7] The report records the extraordinary scale of the Kingdom's recent legal and regulatory reform. It refers to more than 2,700 legislative instruments enacted, amended, or reviewed, together with more than 970 governmental reforms within less than seven years.² These figures frame arbitration reform as part of a broad and ambitious institutional modernisation. A modern arbitration system requires courts capable of supervision without intrusion, institutions capable of administering complex

multiparty, multi-contract disputes amid geopolitical disruption, and users confident that party autonomy will be honoured.

[8] The report also adopts the familiar international criteria used to assess a seat of arbitration. It recalls the IBA's reference to three indicia of a stable arbitral environment, to wit, accession to the New York Convention, an arbitration-supportive legal framework, and a judiciary with a record of neutral and arbitration-friendly decisions.³ The Kingdom has been a party to the New York Convention since 1994. It enacted the current Arbitration Law in 2012, supplemented by an Executive Regulation in 2017. What the report now supplies, with unprecedented detail in English, is evidence concerning the third element, judicial practice.

[9] In this respect, the report strengthens legal certainty. The rule of law in commercial matters requires that parties be able to predict not only the content of legal norms⁴ but their likely application by the courts. The translation into English and publication of judicial decisions unquestionably enhance that predictability. They also allow foreign counsel, arbitrators, experts, and investors to move beyond impressionistic accounts of Saudi arbitration.

Jurisprudential Transparency

[10] The report's methodology deserves particular attention. Its case law analysis follows the structure of the Model Law, which is treated as the principal comparative framework. For each relevant Model Law provision, the report identifies core issues, reviews comparative practice, formulates research questions where appropriate, and then reviews the approach of Saudi courts. This produces a coherent sequence of analysis. It also allows the reader to test Saudi judicial practice against the questions that matter to international arbitration users.

[11] The selection of the Model Law as organising framework is consequential. The

Saudi Arbitration Law is not a verbatim adoption of the Model Law. It reflects domestic legislative choices, the constitutional and legal environment of the Kingdom, and the specific relationship between arbitration, Sharia, public policy, and Saudi judicial institutions. Yet by mapping Saudi court practice to Model Law provisions, the report renders these differences intelligible. It allows the reader to see where Saudi law converges with the Model Law, where it adapts it, and where judicial practice has effectively supplied the connective tissue between national legislation and international arbitration standards.

[12] The report is also candid about the limits of the dataset. It analyses decisions issued by Courts of Appeal, which act as the competent judicial authority in arbitration matters under Saudi law.⁵ In all cases examined, the seat of arbitration was in the Kingdom and the applicable law was the Saudi Arbitration Law.⁶ The report does not purport to analyse every conceivable arbitral issue, nor does it address Model Law provisions for which no relevant judicial practice was observed.⁷ Such transparency lends additional credibility to the analysis.



Arbitrability – *Favor Arbitrandum*

[13] The first substantive field in which the report is instructive is arbitrability.⁸ International users of arbitration are naturally concerned with whether the law of the seat permits the submission of particular categories of disputes to arbitration, and whether the curial courts will

treat statutory jurisdictional provisions as exclusions of arbitral jurisdiction.

[14] The report indicates that Saudi courts have generally declined to infer non-arbitrability merely because legislation allocates competence to a particular court or authority.⁹ Rather, exclusion from arbitration requires express legislative basis or a dispute category that is not capable of settlement by arbitration.

[15] The exceptions identified by the report are instructive precisely because they are limited. Tax disputes were held non-arbitrable because they fell within the jurisdiction of the Tax Dispute and Violation Resolution Committees. The annulment of awards in those matters was confined to the tax element and did not affect the remainder of the award.¹⁰ In another case, a dispute concerning acts of trustees relating to endowments and wills was treated as falling within family-related matters and therefore outside arbitral jurisdiction.¹¹ These examples demonstrate that Saudi courts will enforce overriding statutory limits, but they also demonstrate that the courts do not use such limits expansively to displace arbitration as a general matter.

[16] This is important for foreign users because arbitrability concerns are often magnified when a jurisdiction is less familiar. The report supplies a more precise picture. It shows that the Saudi judiciary distinguishes between disputes that are non-arbitrable by reason of express or necessary statutory exclusion and disputes that remain properly within the parties' agreement to arbitrate. That distinction is central to any serious arbitration system. It protects public interests in defined areas while preserving the commercial utility of arbitration in the general run of commercial disputes.

Modern communication means valid

[17] A second area of importance concerns electronic notification. The report reveals a

pragmatic judicial approach to procedure. Saudi courts have recognised notifications sent by mobile message, WhatsApp, comparable applications, and designated email addresses, provided that the communication reached the agreed or designated means.¹² Where the claimant established transmission to an approved email address, the burden shifted to the recipient to prove non-receipt.¹³ This approach is commercially sound and consistent with modern arbitral practice.

[18] Pragmatism does not mean indifference to due process. In one reported Riyadh case, service by WhatsApp to a number other than the party's officially registered number was held defective, and the award was annulled because improper notification deprived the party of the opportunity to present its defence.¹⁴ Saudi courts thus appear prepared to recognise electronic communication where it corresponds to the parties' agreement or designated channels, but they will intervene where defective service impairs the right to be heard.

Waivers

[19] Saudi courts apply the principle that a party who proceeds with arbitration despite knowledge of a procedural irregularity in a matter subject to party autonomy waives the right to rely on that irregularity later.¹⁵ This perfectly aligns with Article 4 of the Model Law. This is also a general principle of Sharia.¹⁶ It discourages tactical silence and reinforces the principle that procedural objections must be raised promptly if they are to be relied upon.¹⁷

Enforcing the attributes of the arbitration agreement

[21] The report's treatment of judicial intervention is one of its most consequential contributions. Article 5 of the Model Law embodies the principle that courts should not intervene in matters governed by the law except where the law so provides. The report finds that

Saudi courts generally restrict their intervention to the circumstances expressly provided in the Saudi Arbitration Law.¹⁸

[22] The same pattern appears in relation to the cardinal principle of ‘competence-competence’. The report records that Saudi courts consistently affirm the primary competence of arbitral tribunals to rule on their own jurisdiction,¹⁹ including objections concerning the existence, validity, or scope of the arbitration agreement. In one case heard before the courts of the Eastern Province, the court treated the arbitration clause as independent of the underlying contract despite arguments that the contract had been superseded.²⁰ In a Makkah case, the court declined to directly examine the plea of invalidity and held that the matter should first be determined by the arbitral tribunal once constituted.²¹

[23] Separability receives equally clear treatment by the Saudi courts. The report concludes that Saudi courts have repeatedly held that an arbitration clause constitutes an independent agreement that survives invalidity, rescission, or termination of the underlying contract, provided the arbitration agreement is not itself defective.²² This conclusion reflects a widely accepted principle of international arbitration, but its value in the Saudi context is substantial. It confirms that Saudi courts do not treat arbitration clauses as merely accessory provisions whose fate automatically follows the main contract. Those agreements are held to have an autonomous legal effect.

[24] Each of those principles reduces the opportunity for court proceedings to derail arbitration at any stage. Each preserves the tribunal’s authority to proceed. Each ensures that judicial review remains available at the proper moment and on the proper grounds. The report thereby presents the Saudi judiciary not as a competing forum but as a supervisory court

system aligned with the architecture of modern arbitration law.

Party Autonomy, Tribunal Constitution, and Institutional Arbitration

[25] The report also reveals respect by the courts for party autonomy in the constitution of arbitral tribunals. Saudi courts generally uphold the mechanisms agreed by the parties for the appointment of arbitrators. They intervene only where necessary to safeguard the integrity of the constitution of tribunal process, for example where the appointment mechanism produces imbalance, where the tribunal’s composition is changed without consent of a party, or where the agreed process is not followed.²³

[26] The current Saudi Arbitration Law requires an odd number of arbitrators, failing which the arbitration is void. The report notes that this rule has generated judicial consequences. The current revision of the Arbitration Law currently retains the requirement of an odd number but replaces automatic invalidity with a corrective mechanism by appointment of an additional arbitrator, thus preferring procedural repair to formal invalidity.²⁴ That movement is consistent with the general tendency of modern arbitration law to preserve proceedings where defects can be remedied without injustice.

[27] Party autonomy also appears in the report’s treatment of the parties’ choice of arbitral procedural rules. Whilst *ad hoc* arbitration has historically been dominant in the Kingdom, institutional arbitration is on the rise. This is the consequence of the achievements of the SCCA, the Kingdom’s premier administered arbitration and mediation centre. Saudi courts recognise the parties’ ability to submit proceedings to institutional rules, including rules of arbitration centres within or outside the Kingdom. Courts have upheld the binding effect of institutional procedural frameworks and have rejected annulment applications based on procedural irregularities that do not fall within the exclusive

statutory grounds for annulment exhaustively listed in Article 50 of the Arbitration Law.²⁵



[28] The report's discussion of a sample of three SCCA-administered awards is too limited to permit general conclusions.²⁶ Yet the examples are useful because they show arbitral tribunals applying the SCCA Rules in a manner consistent with both the Arbitration Law and the Model Law. In the first SCCA arbitration case analysed in the report,²⁷ the respondent had refused to engage with the merits of the dispute and only submitted a procedural defence based on a statute of limitation. Notwithstanding what amounted to a failure to participate, the tribunal decided to proceed with the arbitration, while adjusting the procedural timetable to preserve equality between the parties. In the second SCCA arbitration analysed in the report,²⁸ an emergency arbitrator held that a party could apply for emergency relief before the issue of the request for arbitration on the merits but rejected the application for lack of urgency and risk of harm. In the third and last SCCA arbitration considered in the report,²⁹ the respondent sought to dismiss the claimant's claim because of discrepancies between the request for arbitration and subsequent statements of claims. The sole arbitrator rejected the respondent's dismissal application, finding that the request for arbitration was sufficient to identify the subject matter of the dispute, and that subsequent amendments or refinement did not render the claim inadmissible.

Annulment, Public Policy, and the Discipline of Evidence

[29] The most important empirical section of the report is arguably the one dedicated to the annulment of awards. Foreign perceptions of a seat are often shaped by a small number of stories, many of them incomplete, disingenuous, or repeated without adequate examination. Annulment statistics are not conclusive, but they are powerful evidence. The report analyses 194 annulment applications within the 967 judgments examined. This means that approximately 20.1% of the reviewed judgments involved applications to annul arbitral awards. The courts rejected 174 of those applications, producing a rejection rate of 89.7%.³⁰

[30] Only 20 annulment applications succeeded, representing 10.3% of the annulment applications reviewed. Full annulment occurred in 12 cases, while partial annulment occurred in eight.³¹ Obviously, a low annulment rate is not an end in itself; a court must annul awards when statutory grounds are established. The significance of these



numbers lies rather in what they reveal about the approach of the courts. Saudi courts treat annulment as an exceptional remedy, not as an appellate review of the merits. This judicial policy reflects the terms of Article 50 of the Arbitration Law. Mirroring Article 34 of the Model Law, its chapeau provides: "*A set aside application shall not be heard unless it falls within the following situations.*" The report

records that courts consistently consider the grounds for annulment set out in Article 50 to be exhaustive and not subject to expansion or analogy.

[31] This conclusion is reinforced by the report's observation that courts of appeal may not examine the facts or subject matter of the dispute, nor reassess the tribunal's evaluation of evidence.³² Tribunal errors in legal interpretation or factual assessment do not, by themselves, justify annulment. This is precisely the distinction between supervision and appeal. The supervisory court does not substitute its own view of the merits for that of the tribunal.³³

[32] The report's analysis of public policy and Sharia-related challenges is particularly valuable because these subjects often dominate external perceptions of Saudi arbitration. The evidence presented is precise. Only one case, representing 0.52% of reported annulment applications, involved annulment on the basis of violation of Sharia principles. But even in that case the court also relied on Article 50(1)(f) which, mirroring Article 34(2)(iii) of the Model Law, lists the case where "the award deals with a dispute not contemplated by or not falling within the terms of the arbitration agreement" as ground for set-aside.³⁴

[33] The grounds of annulment identified by the report are familiar to international arbitration lawyers. They include absence of a valid arbitration agreement, improper notification and denial of the right to present a case, issuance of an award by an improperly constituted tribunal, violation of fundamental procedural rules, non-arbitrability and public policy.³⁵ Public policy annulment appeared in only three judgments, representing 1.55% of annulment applications.³⁶ The report's table mapping these grounds to Article 50 of the Saudi Arbitration Law and Article 34 of the Model Law is particularly useful. It demonstrates both the specificity of the

Saudi statutory framework and its functional proximity to the Model Law structure.

[34] From a comparative perspective, the most revealing feature is not simply the rejection rate. It is the nature of the successful annulment cases. Defective notification, truncated tribunals, lack of agreement binding a party, tribunal composition defects, non-arbitrability, and serious procedural violations are grounds that would concern courts in any serious arbitration jurisdiction. This is precisely why the report is valuable. It replaces the question whether Saudi courts are arbitration-friendly with a more sophisticated question: how do Saudi courts police the boundary between arbitral autonomy and mandatory legality? The answer, on the evidence assembled, is with notable restraint and identifiable grounds which, generally speaking, mirror international standards as set out in the Model Law.

The on-going revision of the Arbitration Law

[35] Part II of the report provides a textual comparison of the Model Law, the 2012 Arbitration Law, and the draft revised Arbitration Law. Whilst the systematic analysis of hundreds of court decisions in Part I remains the report's most important contribution, this second part is worthy of interest because it demonstrates the extent to which the Saudi framework of international arbitration has moved from national adaptation of international standards toward fuller integration within the global arbitration architecture.

[36] The 2012 Arbitration Law already reflected many core features of the Model Law. It applies to arbitrations seated in the Kingdom and to international arbitrations seated abroad where the parties agree to its application, subject to Sharia and international conventions to which the Kingdom is party. It recognises written arbitration agreements and their separability, party autonomy, competence-competence,

interim measures, equality of the parties, and a defined annulment regime. It does not, however, reproduce the Model Law in all respects.

[37] The draft revised Arbitration Law, which deserves a separate study in its own right, confirms the policy direction. It recognises the emergency arbitrator in its definition of the arbitral tribunal, expressly contemplates electronic communications, provides for virtual hearings, codifies arbitrator immunity, recognises joinder and consolidation, expands the treatment of interim measures, permits electronic signature of awards, and allows curative stays in annulment and enforcement contexts. The report is evidently not a retrospective monument. It appears at a moment when Saudi arbitration law is continuing to modernise.³⁷

[38] Several proposed changes to the Arbitration Law appear designed to reduce set-aside risks. The disappearance of the requirement that a sole arbitrator or tribunal chair hold a degree in Sharia or law, the corrective treatment of even-numbered tribunals, the express recognition of electronic communications, and the possibility of curing award defects before annulment or refusal of enforcement all point in the same direction. They seek to preserve the arbitral process where preservation is compatible with legality and fairness. That is a mark of a second-generation arbitration statute.³⁸

[39] Yet the principal object of this *Insight* remains the report. The draft law may still change before adoption. Its final form will require careful analysis once enacted. The report, by contrast, already exists as a completed scholarly contribution. It captures a body of court practice at a particular stage in the Kingdom's legal transformation. It allows external readers to examine how courts have applied the current law, and it supplies a baseline against which future legislative reform and future judicial practice can be assessed.

A final word ...

[40] Vision 2030 has placed the Kingdom under international observation. Major projects, public investment, foreign participation, and cross-border contracting all increase the need for credible dispute resolution. In such an environment, the confidence of users depends on more than assurances that the law is modern. It depends on access to court decisions that apply the law in practice. The report responds to precisely that need.

[41] The report also contributes to the internationalisation of Saudi legal materials. Internationalisation does not require a jurisdiction to compromise on its legal identity. It requires the jurisdiction to make its legal reasoning available in forms that others can understand, compare, and assess. The report does this by translating court decisions, using the Model Law as a comparative grammar, and presenting statistics rather than impressions. It invites scrutiny. That invitation is itself a sign of confidence.

[42] Arbitration centres have an important task which transcends mere case administration. They contribute to the normative and intellectual infrastructure of arbitration. The SCCA's publication of the report is part of that task. It demonstrates that the SCCA's role is not limited to case administration, rules, appointments, and training. It also includes the production of knowledge about the legal environment in which arbitration operates.

[43] The report's contribution is particularly important in the MENA region. Much of the literature on arbitration in the region has focused on legislative developments or a limited number of prominent enforcement and annulment decisions. Empirical examination of judicial practice on this scale has been far less common. The SCCA report adopts a different approach. It collects decisions, classifies them, translates them, compares them, and submits them to

empirical analysis. That is the method by which jurisdictions move from reputation to record.

[44] No serious scholarly work is beyond criticism. Some readers may wish for deeper analysis of the individual reasoning in particular cases. Others may seek more extensive treatment of enforcement practice outside annulment, or broader comparison with non-Model Law jurisdictions (France or the UK for instance). Those are legitimate avenues for further work, for the report has certainly created the conditions for a more informed scholarly conversation.

[45] In closing, the SCCA Country Report does not ask the reader to accept that Saudi Arabia is arbitration-friendly as a matter of assertion. It exposes judicial practice to analysis, from which the reader can form an independent view. It situates the courts' findings on arbitrability, notification, waiver, judicial intervention, competence-competence, separability, party Saudi legislative framework.³⁹ The review of 967 autonomy, procedural fairness, annulment, public

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policy, and Sharia against the Model Law and the appellate decisions points toward a legal system broadly aligned with international arbitration standards while preserving its national legal character. Saudi arbitration law need not become indistinguishable from other Model Law jurisdictions in order to be credible.

[46] The Kingdom's arbitration reforms will continue. The draft revised Arbitration Law will have its own day of analysis. For now, the SCCA report should be recognised for what it is: a major contribution to comparative arbitration scholarship and a milestone in bringing Saudi arbitration jurisprudence to the world.

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¹ SCCA Country Report, pp. 30-31.

² SCCA Country Report, p. 30.

³ SCCA Country Report, p. 29.

⁴ All Saudi statutes can be found freely online, often with official translations into English, and paper copies may be purchased in specialised bookshops in the Kingdom.

⁵ Arbitration Law 2012, Article 8. In international and foreign-seated arbitration, the Court of Appeal of Riyadh has exclusive jurisdiction unless the parties agree otherwise.

⁶ SCCA Country Report, p. 35.

⁷ SCCA Country Report, p. 36.

⁸ SCCA Country Report, p. 39.

⁹ SCCA Country Report, p. 40.

¹⁰ Case No. 4430821540, Riyadh General Court of Appeal, April 13, 2023; Case No. 4530586898, Madinah General Court of Appeal, July 3, 2024.

¹¹ Case No. 4630902266, Jeddah General Court of Appeal, April 12, 2025. The report notes that "this award was set aside primarily on the ground of non-arbitrability under Article 50(2) of the Saudi Arbitration Law. Nonetheless, the court also referenced public policy under the same provision; however, the reasoning was primarily grounded in non-arbitrability of disputes relating to endowments

and wills as family-related matters. This case was therefore not included under Core Issue 4 of Article 34 concerning awards annulled on public policy grounds and was not counted in the corresponding statistics.”, SCCA Country Report, p. 41, footnote 6.

¹² Case No. 4630338072, Makkah General Court of Appeal, October 19, 2024 (*Held*, notifications effected via mobile message (SMS), comparable applications such as WhatsApp, or designated email addresses of the parties and their legal representatives constituted valid service, provided there was evidence that the communication had reached the relevant contact details), SCCA Country Report, p. 43.

¹³ Case No. 4630051606, Riyadh Labor Court of Appeal, July 25, 2024, SCCA Country Report, pp. 43-44.

¹⁴ Case No. 4430985146, Riyadh General Court of Appeal, June 15, 2023, SCCA Country Report, p. 44, footnote 11.

¹⁵ See, e.g., Case No. 4630250289, Riyadh General Court of Appeal, September 23, 2024; Case No. 4430627972, Asir Province Commercial Court of Appeal, February 25, 2023; Case No. 4631048118, Makkah General Court of Appeal, May 26, 2025; Case No. 4530627070, Al-Qassim General Court of Appeal, January 2, 2024; Case No. 4530595221, Riyadh General Court of Appeal, December 31, 2023, cited in SCCA Country Report, p. 46, footnote 13.

¹⁶ See Rule 40 in Article 720 of the Saudi Law of Civil Transactions (“من سعى في نقض ما تمّ من جهته فسعيه مردودٌ عليه”).

¹⁷ SCCA Country Report, pp. 45-46. See also Saudi Arbitration Law 2012, Art. 7, which treats continued participation without timely objection as a waiver of the right to object.

¹⁸ see Case No. 4430998436, Jeddah General Court of Appeal, June 21, 2023; Case No. 4430796902, Jeddah Commercial Court of Appeal, April 5, 2023; Case No. 4630489554, Jeddah General Court of Appeal, November 30, 2024; Case No. 4431015112, Jeddah General Court of Appeal, June 18, 2023; Case No. 4431015467, Jeddah Labor Court of Appeal, June 19, 2023;; Case No. 4530303471, Jeddah Commercial Court of Appeal, October 12, 2023; Case No. 4630338072, Jeddah General Court of Appeal, October 19, 2024; Case No. 4630437383, Jeddah Commercial Court of Appeal, November 14, 2024, cited in SCCA Country Report, p. 47, footnote 17.

¹⁹ SCCA Country Report, p. 68.

²⁰Case No. 4530332712, Eastern Province General Court of Appeal, October 19, 2023, SCCA Country Report, p. 69.

²¹ Case No. 4530064951, Makkah General Court of Appeal, August 9, 2023, SCCA Country Report, p. 69.

²² Case No. 4530332712, Eastern Province General Court of Appeal, October 19, 2023; Case No. 4530064951, Makkah General Court of Appeal, August 9, 2023, cited in SCCA Country Report, p. 69; the draft revised Arbitration Law codifies separability in Art. 18. At the time of issue of this *Insight*, the draft revised Arbitration Law is not yet final. References are made to the latest available draft of April 2026.

²³ Case No. 4530573142, Court of Appeal of Medinah, December 21, 2023, cited in SCCA Country Report, pp. 56, footnote 28.

²⁴ SCCA Country Report, p. 160; See Saudi Arbitration Law 2012, Art. 13, and Draft Arbitration Law, Art. 19.

²⁵Case No. 4430627972, Asir Province Court of Appeal, February 25, 2023, cited in SCCA Country Report, p. 75; see also Saudi Arbitration Law 2012, Arts. 4 and 25, and Draft Arbitration Law, Arts. 6 and 32.

²⁶ SCCA Country Report, p. 118.

²⁷ Final Arbitral Award, Case No. (SCCA-0299), March 19, 2024, SCCA Country Report, p. 117.

²⁸ Emergency Arbitral Award, Case No. (SCCA-0350), February 14, 2024, SCCA Country Report, p. 119.

²⁹ Final Arbitration Award, Case No. (SCCA-0541), May 28, 2025, SCCA Country Report, p. 120.

³⁰ SCCA Country Report, p. 110.

³¹ SCCA Country Report, p. 111

³² SCCA Country Report, p. 10.

³³ SCCA Country Report, p. 11; See Saudi Arbitration Law 2012, Art. 50(4), and Draft Arbitration Law, Art. 61(4).

³⁴ SCCA Country Report, p. 111.

³⁵ SCCA Country Report, pp. 115-116.

³⁶ SCCA Country Report, p. 111.

³⁷ Draft Arbitration Law, Arts. 1, 8, 27, 29 to 31, 35, 37, 43, 52, 61 and 65.

³⁸ Compare Saudi Arbitration Law 2012, Arts. 13, 14, 40, 42, 44, 50, 52 and 55, with Draft Arbitration Law, Arts. 8, 19, 20, 51, 52, 61, 63, 64, 65 and 66. See SCCA Country Report, pp. 14-18.

³⁹ SCCA Country Report, p. 7.

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