ARBITRABILITY OF GOVERNMENT CONTRACTS DISPUTES BETWEEN STATE SOVEREIGNTY AND INVESTORS' GUARANTEES: A COMPARATIVE STUDY

Karem Sayed Aboelazm [*], Fady Tawakol [**], Mohammad Rababa [***]

[*] *Corresponding author,* College of Law, United Arab Emirates University, Abu Dhabi, UAE
Contact details: College of Law, United Arab Emirates University, P. O. Box 15551, Abu Dhabi, UAE
[**] Zayed University, Abu Dhabi, UAE; Canadian International College, Cape Breton University, Cairo, Egypt
[***] College of Law, University of Dubai, Dubai, UAE

How to cite this paper: Aboelazm, K. S., Tawakol, F., & Rababa, M. (2026). Arbitrability of government contracts disputes between state sovereignty and investors' guarantees: A comparative study. *Corporate Law & Governance Review, 8*(2), 8–19. https://doi.org/10.22495/clgrv8i2p1

Copyright © 2026 The Authors

This work is licensed under a Creative Commons Attribution 4.0 International License (CC BY 4.0). https://creativecommons.org/licenses/by/4.0

ISSN Online: 2664-1542
ISSN Print: 2707-1111

Received: 29.08.2025
Revised: 15.10.2025; 02.02.2026
Accepted: 02.03.2026

JEL Classification: K10, K15, K19, K24
DOI: 10.22495/clgrv8i2p1

Abstract

This paper examines the balance between state sovereignty and the subordination of states to non-national jurisdictions. It explores jurisprudential and legal perspectives on arbitration in state contracts and highlights its implications for the legal framework governing such contracts (Alanzi, 2021a; Abbas, 2020). The analysis focuses on Egypt and the United Arab Emirates (UAE), assessing the legitimacy of arbitration in state contracts within both jurisdictions. A descriptive-analytical method is applied to investigate the debates among public law scholars regarding the admissibility of arbitration in disputes involving state contracts, as well as the arguments underpinning their positions. In parallel, a comparative analytical approach is used to examine the legal frameworks regulating arbitration, state contracts, and public–private partnership agreements in Egypt and the UAE. The findings reveal that the legitimacy of arbitration in both jurisdictions is conditional, subject to specific controls, and requires prior approval from the competent authorities, such as the Minister or the Council of Ministers.

Keywords: Arbitration, Sovereignty, Government, Public Procurement, Administrative Contracts, Globalization, ADR

Authors' individual contribution: Conceptualization — K.S.A., F.A., and M.R.; Methodology — K.S.A., F.A., and M.R.; Writing — Original Draft — K.S.A., F.A., and M.R.; Writing — Review & Editing — K.S.A.; Supervision — K.S.A.; Project Administration — K.S.A.

Declaration of conflicting interests: The Authors declare that there is no conflict of interest.

1. INTRODUCTION

Administrative justice has been the most prominent means of settling state contract disputes for decades, until alternative dispute resolution methods began to emerge. From this point, jurisprudential discourse began to evolve, with some scholars supporting and others opposing the idea of using alternative means to resolve state contract disputes. The idea of resorting to these alternative means to settle state contract disputes was previously unpopular for several reasons, most notably the notion of state sovereignty and the inadmissibility of the state being subject to private judicial bodies.

Among the mechanisms developed to assist parties in fulfilling their contractual obligations is the arbitral system. It serves as an alternative to courts, as their reliance on custom provides greater flexibility in decision-making (Aksen, 1963). It is regarded as more private, practical, expeditious, and stable (Bonn, 1972b), and particularly appropriate for commercial relationships, whether between public and private law entities, or between private law entities themselves (Carlston, 1952). A study of commercial arbitration supports these views, with the notable exception that arbitration is not always most appropriate for commercial relations, particularly in the context of state contracts, where it may be perceived as a threat to state sovereignty

and the common law powers the government possesses in state contracts (Bonn, 1972b). Arbitration has altered the terms of contracts in modern society by allowing the use of custom instead of law (Bonn, 1972a) in cases where contractual relations break down. Thus, arbitration serves to ensure cooperation in modern society (Bonn, 1972b).

However, with the expansion of transactions between the state and investors and the state's desire to create a favorable investment climate to attract capital, most countries have legalized the use of arbitration as a means of settling state contract disputes (Arbitration and Government Contracts, 1941). This has led to the development of state contract theory in its traditional sense (Langrod, 1955). The legislation of several countries has permitted the inclusion of a clause in state contracts requiring recourse to arbitration in the event of a dispute regarding the subject matter or performance of the contract. However, the countries did not open the matter to the public; instead, they set conditions for it. If they were not met, resorting to arbitration would be considered invalid, and consequently, the results of it (the arbitration award) would also be invalid.

However, a problem may arise if the law does not permit the use of arbitration in state contracts. Does the legislature's silence constitute a lack of objection to the principle that the basic principle of permissibility is inherent in things (Braucher, 1952), or is it necessary for the legislature to intervene to establish controls and conditions for resorting to arbitration in disputes involving state contracts?

Arbitration would grant the arbitral tribunal comprehensive jurisdiction over matters falling within the realm of public law. The importance of international arbitration for legal sovereignty lies in its privatization of judicial power to define the concept of the public sphere itself (Casella, 1996). The decline of the state's judicial role, which can be seen as a sign of the state's withdrawal from governmental functions in general and the judicial function in particular, as well as the transfer of these functions to non-state entities (private institutions within private law entities), poses a challenge to the legal concepts of the boundaries between public authority and the conditions for sovereign authority to finally resolve a legal dispute (Sassen, 1996; Aboelazm, 2025b). In particular, states are increasingly willing to accept the transfer of judicial power from formal courts to arbitration tribunals (informal courts) (Mattli, 2001).

In the context of improving the investment climate and achieving sustainable development, most legal systems, in general, and in Egypt and the UAE in particular, have regulated arbitration as a dispute resolution mechanism in state contracts. This regulation encompasses a set of legal and judicial safeguards for both domestic and foreign investors, particularly in the context of court proceedings. This is intended to address some of the justice crises facing numerous pressures that drive both domestic and foreign investors to fear and avoid investment. This constitutes a guarantee to prevent authoritarian, undemocratic regimes from pressuring the courts (Massoud, 2014). As Moses (2024) observes, international arbitration further mitigates these risks by avoiding the problem of "home-court advantage", since parties may select a neutral forum and tribunal independent of either state's judicial system.

Questioning the laws applied within the state, which prioritize the public interest over the private interests of private law entities, has become the primary determinant in resolving state contract disputes. Conversely, most countries, such as Egypt, were initially skeptical of arbitration but have since adopted and codified it, including the inclusion of arbitration clauses in state contracts with private law entities (Alhamidah, 2007).

The importance of the study lies in the fact that arbitration has become a global phenomenon that encourages investment and contributes to governments achieving sustainable development goals. Achieving economic development, in general, and economic growth, in particular, is a prerequisite for progress that developing countries cannot afford to ignore. Developed countries seek to incorporate it into their transactions to keep pace with development and avoid isolation from the outside world. International agreements and treaties in the field of international trade have also adopted the principle of resorting to arbitration. Investors always seek guarantees, and arbitration is considered the most important of these guarantees in investor-state contracts.

Since arbitration is fundamentally based on the will of the parties to the dispute, it is they who choose to resort to it in preference to state courts. They jointly appoint arbitrators on an equal footing, and they determine the applicable law. Therefore, arbitration excludes the official judiciary ("administrative judiciary") and the law applicable to state contracts ("national administrative law"). This law governs and regulates the relationship between the state and private law entities. Administrative law differs in its nature and provisions from civil law and other branches of private law, which affects the legal basis of state contract theories.

This paper aims to achieve a set of objectives, including the following:

1) Analyzing the balance between the idea of the legal sovereignty of the state and the idea of the state's subordination to non-national jurisdiction.

2) Analyzing jurisprudential and legal opinions and trends regarding arbitration in state contracts.

3) Concluding the effects of arbitration on the legal system of state contracts.

4) Studying the legal system of arbitration in state contracts in Egypt and the UAE.

5) Determining the legitimacy of arbitration in state contracts in Egypt and the UAE.

The rest of the paper is structured as follows. Section 2 reviews the literature related to arbitration in state contracts. Section 3 addresses the methodology used and the scope of the research. Section 4 presents the study's results. Section 5 concludes the study.

2. LITERATURE REVIEW

2.1. Judicial disputes and the idea of state sovereignty

Most states are currently experiencing a significant decline in their role in public law, in general, and in sovereignty, in particular. Sovereignty has declined

somewhat in most, if not all, states (Jackson, 1999). Some argue that the primary purpose of arbitration, which is to override outdated principles of state sovereignty in favor of individuals (Killmann, 1996), is a result of the effects of globalization (Greenspan et al., 2021; Palan, 1998). Numerous questions are being raised about the distribution of state powers and the extent to which the state will be able to maintain its authority and control the activities of individuals and institutions (Smith et al., 1999; Aboelazm, 2023a). This is a matter that has been widely discussed but has not been vigorously challenged by the concept of legal supremacy (Sørensen, 1999).

Legal sovereignty is a legal framework that helps understand the relationship between individuals and the state within its territory, thereby organizing the public sphere (Koskenniemi, 2018; Brownlie, 2003; Loughlin, 1992). Sovereignty also refers to the mechanisms by which the state interacts as an entity representing a group of individuals, whether interacting with individuals within society or with other states and entities outside society. Sovereignty implies authority, not control (Tollefson, 2002; Badr, 2021). A state's independence from a sovereign perspective at the external level and its power at the internal level significantly enhances its legal sovereignty, but this independence or control is never fully achieved (Jennings, 1959; Cohen & Smith, 1986; Leyland & Woods, 1999).

As long as the state possesses numerous powers exclusively and no one else exercises these powers, the legal sovereignty of the state remains fundamental to the organization of international society (Van Harten, 2007). However, several disputes may arise between the state as an entity and individuals, whether domestic or foreign, who are subject to the state's public authority in the exercise of their activities (Chernykh, 2022; Chayes, 1976).

As long as the disputes between the state and individuals do not relate to the state's authority to enact legislation, public debt, enforce judgments, or impose taxes, there is absolutely no problem in resorting to international commercial arbitration to resolve disputes arising between the state on matters other than those mentioned and individuals, who are private law subjects (Aboelazm, 2025b). The first type of dispute pertains to the state's authority and its representative sovereignty over individuals within society, specifically the state's public sphere. In contrast, the second type relates to the state's private sphere, which is the sphere beyond its sovereign authority (Rau, 1998).

The 22 countries agreed in the 1991 Hague Convention to separate their private disputes from their public disputes. Under this convention, disputes in the private sphere are subject to arbitration rather than being adjudicated by official state courts. Accordingly, a state submits its disputes to arbitration by mutual consent when they relate to the private sphere, the sphere in which the state does not act in its sovereign capacity. However, when the dispute relates to the exercise of its sovereign power, the dispute is undoubtedly subject to the official courts of the state, in accordance with the principle of state immunity before foreign courts (Damaška, 1983).

To protect the funds and assets of foreign investors in countries where their investments are made, and their assets are located, arbitration has been established as an alternative judicial system to state systems in contemporary investment treaties (United Nations Conference on Trade and Development [UNCTAD], 2003). From the late 1960s to the 1990s, various forms of arbitration were regulated through hundreds of international treaties[1]. Foreign and domestic investors were also granted the right to file enforceable compensation claims in disputes between them and the state arising from the state's sovereign acts. Arbitration treaties were not limited to commercial arbitration but also extended to include state functions and sovereign powers without the need to exhaust local or national remedies (Van Harten, 2007). This represents a significant development in the history of arbitration, as individuals were recognized as having the power to sue states under international law, something previously unavailable under customary international law (Happold, 2000; Collier & Lowe, 1999).

In the investment treaties referred to, the parties have full jurisdiction to choose the authority to resolve disputes without being obligated to resort to state courts (Paulsson, 2012). This is provided that this is included in the contract in advance or that arbitration is agreed upon after a dispute arises between the state and individuals (Moses, 2024; Kaplinsky et al., 2021). This has led individuals to resort to private arbitration instead of official state courts (Van Harten, 2007). Arbitration procedures are subject to the rules established in private arbitration[2].

The state's involvement in commercial transactions, which mimic the activities of the private sector and individuals, strips its actions of the mantle of sovereignty. The authority for international commercial arbitration is a private authority, stemming from the autonomy of individuals to manage and organize their affairs as they wish. The same applies to the state, which can include an arbitration clause in any contract it concludes with individuals from the private sector. Thus, any individual who has a dispute with the state can resort to arbitration if the state violates the contract and fails to fulfill its obligations (Van Harten, 2007).

The government must be subject to all market rules if it has previously agreed to do so by entering the individual and private sector market. Thus, the unequal relationship between the state, as a sovereign entity, and individuals from the private sector is transformed into an equal relationship in which legal rights and obligations are equal and balanced (Abbot, 1889).

[1] Including both bilateral investment treaties and regional agreements that contain provisions on compulsory investment arbitration (see UNCTAD, Bilateral Investment Treaties, 1959–1999; North American Free Trade Agreement of 17 December 1992, 32 ILM 296 and 605 (entered into force on 1 January 1994), Articles 1116 and 1117; Energy Charter Treaty of 17 December 1994, 35 ILM 509, Art. 26).

[2] ICSID, Rules of Procedure for Arbitration Proceedings, revised on 26 September 1984 and 1 January 2003 (original rules 1968), reprinted in Convention, Regulations and Rules (ICSID, Washington, 2003, p. 93); Arbitration Rules of the United Nations Commission on International Trade Law, UNGA Res 31/98, UN GAOR, 31st Session, Supp No. 17, UN Doc A/31/17, c V, s C (1976); and Rules of Arbitration of the International Chamber of Commerce, revised on 1 January 1998 (original rules 1922); New York Convention (1958). Convention on the Recognition and Enforcement of Foreign Arbitral Awards done at New York, 10 June 1958, entered into force on 7 June 1959.

When states agree to arbitration treaties for investment disputes, they are acting with absolute sovereignty and voluntarily relinquishing this sovereignty in their conflicts with individuals in the context of their commercial and investment activities (Fuller, 1941). Thus, state consent is uniquely sovereign, as it grants investors potential consent to compulsory state arbitration (Wälde, 1996). Under this consent, arbitrators under investment treaties are granted full judicial authority and comprehensive jurisdiction over the subject matter of disputes arising from commercial investment relationships between the state and private individuals (Fenner, 2025). A state's consent to investment treaties that include recourse to arbitration means delegating the state's judicial authority to arbitration bodies (Yu & Shore, 2003). Only the state has the power to exercise judicial jurisdiction and adjudicate disputes between individuals, as well as between individuals and the state. Its approval of investment treaties regarding arbitration devolves its sovereign judicial authority to private arbitration bodies (Dicey, 1915; Walters, 2012).

When a state agrees to submit disputes arising from the implementation of one of its contracts to arbitration, the state is acting specially. This is done by including a clause in a contract between a government institution or organization and a private legal entity. This is because the contract is an investment agreement between a state and an individual, and the state's approval is required for its execution. Consequently, arbitration in these contracts is of a commercial nature (Alanzi, 2021b). To protect the interests of investors and secure their economic interests, investment treaties have sought to establish the organizational status or behavior within which the contract was concluded. Therefore, the state may not modify it through law or government decision (Al-Yahya & Panuwatwanich, 2018). Hence, any government actions that affect the economic rights and benefits of investors are not enforceable against investors, which constitutes a usurpation of state sovereignty over legal or regulatory frameworks (Babirye et al., 2023).

Consequently, a state's acceptance of compulsory arbitration constitutes an implicit waiver of sovereign immunity. International commercial arbitration is a judicial system that operates outside the domestic framework and is therefore exempt from claims of sovereign immunity (El-Sayegh et al., 2021). Hence, the idea of downplaying the sovereign nature of a state's binding behavior and actions through its prior consent to commercial arbitration is strongly emphasized. Accordingly, various international commercial arbitration tribunals have rejected states' defenses of sovereign immunity as one of the barriers preventing commercial arbitration tribunals from exercising their jurisdiction under investment treaties and state contracts that include arbitration clauses (Handrlica et al., 2022).

2.2. The jurisprudential debate on the idea of arbitration in state contracts

Some public law scholars reject the idea of arbitration in state contract disputes because the arbitration method directly conflicts with the fundamentals upon which public law is based, as well as the foundations upon which administrative law is based and the principles and foundations upon which the state contract system is built, particularly in the Latin legal system, which follows the principle of duality or duality of law and judiciary. This is due to the existence of a special law governing the relationships of individuals within private law, with ordinary courts having jurisdiction over their disputes. Furthermore, there is a general law governing the legal relationship to which the state is a party, with administrative courts having jurisdiction over these disputes (Al Shamsi, 2017).

Among these legal relationships are the so-called contractual relationships. Private law contracts have rules and provisions that apply to them, while public law contracts ("state contracts") have distinct regulations and provisions that differ from those known in private law (Aboelazm, 2023b). Therefore, while arbitration may apply to disputes arising from private law contracts, it may be difficult, or even unsuitable, for application in public law contracts. This is because arbitration conflicts with established rules in state contracts that are inconsistent with the nature of such contracts for many reasons, including the following.

The arbitration system clashes with the principle of state sovereignty and the inherent jurisdiction of its judiciary. Some have determined that arbitration in the field of public law in general, and in the field of administrative law and state contracts in particular, constitutes an infringement on the state's sovereignty and the inherent jurisdiction of its judicial authority and official judicial bodies, which are stipulated in its constitutions and regulated and whose work is defined by its laws (Cozac, 2022). Private individuals or entities conduct arbitration, which may involve the potential application of foreign law. However, the state's sovereignty precludes it from appearing before a private judiciary or being judged according to foreign law. While it is acceptable and permissible in private law relationships, it is not permissible in relationships where the state is a party or a public law entity acting as a public authority (Blanke, 2025).

The state or government, as a public authority, can only be judged by its official judiciary, as stipulated in its constitution and regulated by its laws. In this regard, some argue that it is a given that the state does not submit its cases to arbitrators, whether due to concerns about questionable arbitration outcomes or public order considerations, which dictate that the state can only be subject to adjudication through legally established judicial bodies. In the same vein, some have argued that ministers cannot entrust arbitrators with resolving a disputed matter because they cannot evade the jurisdiction of the state's existing judicial bodies (Van Harten & Loughlin, 2006).

Some respond to skepticism about arbitration or its results from two perspectives. The first concerns the poor selection of arbitrators. The parties — the state and the other party — have only themselves to blame, since they themselves chose the arbitrators. Regarding the lack of guaranteed results and the questioning of their nature, this is because justice is a human creation. Therefore, it affects all types of judicial systems or

dispute resolution, whether ordinary, administrative, or international arbitration courts (Alanzi, 2023).

Arbitration also offers the same guarantees as the state judiciary and follows the same principles governing the conduct of lawsuits, as well as mandatory substantive rules. Finally, arbitration decisions may be subject to subsequent review in the event of an annulment appeal and may require nullification whenever an arbitration award is deemed contrary to public order. Today, arbitration justice is considered a partner and shares the same ethics and purpose with state justice, despite the diversity of methods and means used by each (Al Shamsi, 2017).

Recourse to arbitration in state contracts violates the principle of separation of powers. Some have argued that resorting to arbitration violates the principle of separation of powers, specifically between the administrative and judicial authorities. Questions are being raised about how a state can accept arbitrators in its cases when it is not permitted to accept civilian judges to hear its cases. The principle of separation of powers prevents the administration from submitting its cases to a private judiciary (Al-Shibli, 2018).

Resorting to arbitration constitutes an assault on the jurisdiction of the administrative judiciary and a challenge to the principles of delegation. The administrative judiciary is the original jurisdiction to adjudicate disputes between the government and the administration. Referring any of these disputes to arbitration constitutes a deprivation of the administrative judiciary's jurisdiction and a violation of the distribution of judicial powers among the various judicial bodies (Liu et al., 2023). Therefore, the place of arbitration in public law in countries with a Latin system is minimal. This is primarily because the administrative judge, who is competent to adjudicate disputes over state contracts, is replaced by an arbitrator chosen by the parties, leading to a reversal of the legal system's jurisdiction (Al Shamsi, 2017).

Resorting to arbitration in disputes over state contracts also constitutes a departure from the well-known basic principles of delegation. This argument is supported by the fact that the minister was responsible for resolving disputes that arose within his ministry. This was an application of the absolute and rigid concept of the principle of separation of powers, specifically the separation of administrative and ordinary judicial powers. This argument implies that resorting to arbitration means that ministers are delegating their powers to arbitrators, despite their limited authority and the inability to amend or change the judicial system (Alhussein et al., 2023). Some believe that resorting to arbitration in this case constitutes a departure from, and even a violation of, a fundamental principle of delegation, namely "no delegation in delegation" (Handrlica et al., 2022). If the minister himself derives his authority based on a delegation, then he, in turn, may not delegate it to others (Alshrafat & Alfaqeer, 2023).

A section of the jurisprudence supporting arbitration in state contracts responds to this argument by stating that the rules of reserved, limited, prohibitive, or absolute jurisdiction are no longer sufficient in themselves to exclude arbitration from settling state contract disputes. Many of these rules no longer preclude resort to arbitration (Aboelazm, 2023b; Al-Dawoud, 2024).

On the other hand, some public law scholars have argued in favor of the possibility of public law entities resorting to arbitration to settle disputes arising from state contracts, where one party is the state or its governmental institutions and the other party is a private law entity. Proponents of this view have relied on some arguments and justifications, as follows.

The lack of a source or basis for rejecting the idea of arbitration in state contracts. Some have decided to investigate the origin of the prohibition of arbitration in state contracts and attempt to determine the origin of the rule prohibiting public law entities from agreeing to arbitration. It appears that there are considerable hesitation and confusion at the level of jurisprudence and the judiciary. Some rulings link this rule to specific legal texts. In contrast, others separate and isolate it from these texts to the point that even a reader of these rulings cannot detect the existence of a principle within them that prohibits and prevents it (Aboelazm, 2023b; Alhussein et al., 2023).

The absence of conflict between arbitration and public law has also been emphasized. Some scholars argue that there is no fundamental incompatibility between arbitration and public law. However, the two are usually a bad marriage. The true conception of the idea of rejecting arbitration as a means of settling state contract disputes is to reserve or limit public disputes to the state judiciary and exclude any competing jurisdiction, meaning that the authority to decide these matters is reserved for the state judge (Al Shamsi, 2017; Blanke, 2025).

3. RESEARCH METHODOLOGY

3.1. Research methods

This study relied on a descriptive and analytical approach to analyze the views of public law scholars regarding the permissibility of arbitration in state contracts, the concept of state sovereignty, and the relinquishment of jurisdiction to national courts in favor of non-governmental organizations. State contracts and disputes are fraught with risks related to the concept of public utility and the need to preserve it, and arbitration courts may not be well-versed in this aspect of contracts. Opinions supporting the idea of arbitration were analyzed, and the arguments against it were addressed by public law scholars, who responded with arguments and evidence. In addition, a comparative analytical approach was adopted, analyzing the legal frameworks governing arbitration laws in Egypt and the UAE regarding the permissibility of the state resorting to arbitration in its disputes, as well as the rules governing state contracts in both countries. This is achieved by examining the arbitration conditions in government contracts in the laws of Egypt and the UAE, and identifying the similarities and differences between them.

3.2. Data collection and analysis

This study drew on several sources, the most significant of which are the arbitration laws in Egypt and the UAE, as well as the rules governing

government-to-government contracts in both countries. This study aims to identify the legislative framework regulating the government contracting process and the permissibility and regulation of arbitration in both Egypt and the UAE. To analyze the views of familiar law scholars regarding the idea of settling government contract disputes through arbitration, the conflict between this idea and state sovereignty, the notion of globalization and transnational legal systems, and to discuss all the arguments and grounds for and against arbitration in government contract disputes, the study relied on various books that addressed the concept of state sovereignty and its relationship to arbitration, as well as numerous academic research articles published in peer-reviewed international journals indexed in global databases such as Web of Science, Scopus, and ADCP, as well as publications issued by international publishing houses such as Elsevier, Sage, Emerald, Cambridge University Press, and Oxford University Press.

4. RESULTS AND DISCUSSION

Arbitration is a vital means of resolving disputes in the private sector, due to its flexibility and efficiency. It undoubtedly leads to the same result if applied to the public sector, particularly contracts concluded between the public and private sectors. One of the biggest concerns facing the private sector when dealing with the public sector is the arbitrariness of terms and lengthy litigation procedures. These issues disrupt the workflow in contemporary societies, which require speed and development to keep pace with modern advancements.

The subject of arbitration in administrative contracts is a complex one, despite the development of international commercial transactions in Egypt and the UAE, as well as the desire of both countries to attract foreign investment. This may require the inclusion of an arbitration clause in the contract, with the state potentially being a party to it to further the public interest.

Arbitration has been regulated in numerous countries worldwide to resolve disputes arising from state contracts and other public law matters. However, the laws of some countries do not include this regulation. There are multiple standards and requirements regarding the validity and legality of arbitration clauses in state contracts. Based on the literature reviewed, the legal framework governing and regulating state contracts in both Egypt and the UAE will be analyzed concerning settling state contract disputes, in addition to the arbitration laws in each of the two countries, as follows:

4.1. Legal regulation of arbitration in state contract disputes in Egypt

Law No. 27 of 1994 on Arbitration in Civil and Commercial Matters was issued. Article 1 of the law stipulates that, "Without prejudice to the provisions of international agreements in force in the Arab Republic of Egypt, the provisions of this law shall apply to all arbitrations between parties under public or private law, regardless of the nature of the legal relationship surrounding the dispute, provided that such arbitration is conducted in Egypt or is an international commercial arbitration conducted abroad and the parties agree to subject it to the provisions of this law".

The majority of Egyptian jurisprudence holds that this provision explicitly includes administrative contracts, extending its application to all arbitrations between parties under public or private law. The explanatory memorandum to the law also confirms that administrative contracts are subject to arbitration.

However, some have argued that this text does not resolve the issue of arbitration in administrative contracts. This is due to the seriousness, complexity, and multifaceted nature of the problem. Therefore, it is difficult to accept a resolution based on the sentence contained in Article 1 of this law. Administrative contracts are governed by special rules, namely the rules of administrative law, which are primarily judicial in nature and created by the administrative judiciary. Therefore, it is difficult to accept their subjection to arbitration under this law, which does not explicitly stipulate that they are subject to its provisions.

The weight of this opinion and its implications were increased by the conclusion reached by the General Assembly of the Fatwa and Legislation Departments in its session of December 18, 1996, which concluded that resorting to arbitration in disputes related to administrative contracts is not permissible. Therefore, Law No. 9 of 1997 was issued on May 13, 1997, adding a second paragraph to Article 1 of Law No. 27 of 1994, which states: "About disputes related to administrative contracts, an agreement to arbitrate shall be made with the approval of the competent minister or the person assuming his jurisdiction with respect to public legal entities. Delegation is not permitted".

Thus, Law No. 9 of 1997 recognized arbitration in all disputes related to administrative contracts, whether during the contract conclusion or implementation phase. However, it restricted this to the requirement that the competent minister or his representative, with respect to public legal entities, approve arbitration in any administrative contract, regardless of whether the arbitration clause or arbitration agreement is in effect.

Law No. 182 of 2018, promulgating the Law Regulating Contracts Concluded by Public Entities, regulates Article 91, which deals with the resolution of disputes and conflicts between the parties to the contract. It also allows for the possibility of resorting to arbitration in state contracts, subject to the approval of the competent minister and in accordance with the procedures stipulated in the Arbitration Law No. 27 of 1994 regarding arbitration in civil and commercial matters. Article 91 stipulates that "in the event of a dispute arising during the implementation of the contract, and before resorting to the judiciary or arbitration, as the case may be, the two parties to the contract may agree to settle it through conciliation or mediation, if the terms of the tender or contract include the permissibility of this, and with the approval of the competent authority, with each party committing to continue implementing its obligations arising from the contract. The contracting party may also resort to the judiciary to claim compensation for any damages incurred as a result of the administrative body's

failure to implement its obligations stipulated in the contract due to its error, unless the minister responsible for the administrative body approves resorting to arbitration. It is specified in the contract terms. The two parties agree to it in accordance with the rules and procedures stipulated in the Arbitration Law in Civil and Commercial Matters issued by Law No. 27 of 1994".

The Minister of Finance also issued Decision No. 692 of 2019, which outlines the executive regulations for Law No. 182 of 2018, governing contracts entered into by public entities. Article 180 of the Law stipulates that in the event of disagreements or disputes between the two parties to a contract, the government entity must take specific measures before initiating procedures to terminate the contract with its contractor. The last of these measures is to resort to the judiciary or arbitration, as stipulated in the contract. This article stipulates that, "Without prejudice to the provisions of Article 51 of the Law, both parties to the contract must make every effort to adhere to the terms of the contract throughout its implementation period, in accordance with its contents and in a manner consistent with what is required by good faith. Taking into account the provisions of Article 91 of the Law, the terms of the tender and the contract may include stages and mechanisms for settling disputes and conflicts between the two parties. In this case, the administrative authority must, before initiating the procedures for terminating the contract with the contractor, take the following measures: 1) Examine the terms of the contract with great care and adopt an appropriate solution to the problem. 2) The Contracting Department shall prepare a concept of the subject of the dispute and submit a technical, financial, and legal opinion to the competent authority. It may seek the assistance of a specialized consultant to help study the dispute and provide an opinion. 3) Settle the disputes that have arisen amicably without prejudice to the rights and obligations of the two parties to the contract. Suppose the amicable settlement entails any financial burdens. In that case, they must be agreed upon and presented to the competent authority for approval after submitting all relevant documents, data, and justifications to settle the dispute. 4) The contractor shall be invited to hold a meeting with the contract management official". Alternatively, a representative of the administrative authority, as applicable, shall be available for discussion within fifteen days from the date the dispute arose. 5) If no agreement is reached, recourse shall be made to the courts or arbitration, in accordance with the terms of the contract.

Regarding state contracts for public-private partnerships (PPPs), Law No. 67 of 2010 regulating Private Sector Participation in Infrastructure, Services and Public Utilities Projects, along with its implementing regulations, governs the use of arbitration to resolve disputes and disagreements arising from the partnership contract. Article 37 of Law No. 67 of 2010, which promulgates the Law on Private Sector Participation in Infrastructure, Services, and Public Utilities Projects, permits the settlement of disputes arising from the partnership contract through arbitration or other non-judicial dispute resolution methods, such as mediation and conciliation. It states that "the partnership contract shall be subject to the provisions of Egyptian law, and any agreement concluded to the contrary shall be null and void. It is permissible, after approval by the Supreme Committee for Participation Affairs, to agree to settle disputes arising from the partnership contract through arbitration or other non-judicial dispute resolution methods, in accordance with what is agreed upon in the partnership contract". Prime Ministerial Decree No. 238 of 2011 promulgating the executive regulations of the Law on Private Sector Participation in Infrastructure, Services, and Public Utilities Projects, promulgated by Law No. 67 of 2010. The executive regulations are devoid of any provisions or rules related to disputes and disagreements regarding the implementation of the PPP contract, including the possibility of resorting to arbitration.

Consequently, resorting to arbitration in PPP contracts requires different conditions than in other state contracts. While other state contracts require the approval of the relevant minister, Article 37 of Law No. 67 of 2010 promulgating the Law on Private Sector Participation in Infrastructure, Services, and Public Utilities Projects clearly and explicitly stipulates the necessity of the approval of the Higher Committee for PPP Affairs to resort to arbitration to settle disputes arising from the PPP contract. This raises the question of whether the approval of the Higher Committee for PPP Affairs is sufficient in itself for the arbitration clause in this type of contract to be valid, or whether it also requires the approval of the relevant minister.

In this regard, it can be stated that the following conditions are required for the validity of the arbitration clause in public partnership contracts.

The approval of the competent minister, in accordance with Article 1 of Law No. 27 of 1994, which states: "About disputes over administrative contracts, the agreement to arbitrate shall be subject to the approval of the competent minister or the person assuming his authority with respect to public legal entities. This shall not be delegated".

The approval of the Supreme Committee for Public Partnership Affairs, in accordance with Article 37 of Law No. 67 of 2010 promulgating the Law on Private Sector Participation in Infrastructure, Services, and Public Utilities Projects, which states: "The public partnership contract shall be subject to the provisions of Egyptian law, and any agreement concluded to the contrary shall be null and void. After the approval of the Supreme Committee for Public Partnership Affairs, it is permissible to agree to settle disputes arising from the public partnership contract through arbitration or other non-judicial dispute resolution means, in accordance with what is agreed upon in the public partnership contract".

4.2. Legal regulation of arbitration in state contract disputes in the UAE

It is worth noting that the UAE legislator did not stipulate in the Arbitration Law issued in 2018 that state contracts may be subject to arbitration. However, it did not neglect to mention the arbitrability of government contracts in other areas.

Article 2 of Federal Law No. 6 of 2018 on Arbitration stipulates, about the scope of the law, that "the provisions of this law shall apply to: 1) Every arbitration conducted in the country unless the parties agree to subject it to the provisions of another arbitration law, provided that it does not conflict with the public order and public morals of the country. 2) In every international commercial arbitration conducted abroad, the parties agree to subject it to the provisions of this law. 3) Every arbitration arising from a dispute regarding a legal relationship, whether contractual or non-contractual, regulated by the laws in force in the country, except where specifically excluded".

Therefore, this legal text is characterized by extreme generality, failing to define who the parties to arbitration are — whether only private law persons, or whether it could include both private law persons and public law persons. Given the generality of the text, the absence of a prohibition on arbitration in state contracts, and the principle that the default is permissibility unless restricted by a specific provision, an arbitration clause may be included in state contracts, given the generality of the Arbitration Law.

However, the federal legislator has issued two other laws, Nos. 11 and 12 of 2023, regarding federal government contracts. Federal Law No. 11 of 2023 concerning Procurement in the Federal Government permits the application of a foreign law in a government contract if the contract is executed outside the country. Therefore, it is understood that if foreign law permits arbitration in state contracts, an arbitration clause can naturally be included in this government contract. Article 37 of Federal Law No. 11 of 2023, about the applicable law and dispute resolution, referred to the executive regulations of the law regarding determining other alternative means of settling disputes arising from the implementation of federal procurement contracts, as it stipulates that: "1) The laws in force in the country shall apply to the procurement contract. It is permissible, based on the approval of the minister or head of the relevant federal entity, as applicable, to agree to apply a foreign law to contracts executed outside the country. 2) The parties shall implement their obligations in the contract in accordance with its provisions and conditions without prejudice to this law and its implementing regulations. If any party fails to implement its obligations, the other party may resort to the competent courts in the country. 3) The implementing regulations of this law shall specify other means of settling disputes arising from the implementation of the procurement contract concluded in accordance with the provisions of this law and the procedures and conditions for resorting to them.

Cabinet Resolution No. 122 of 2024 was issued regarding the executive regulations of Federal Law No. 11 of 2023, which included the possibility of resorting to arbitration in disputes arising from federal government procurement contracts. Article 52 of the executive regulations stipulated, about the applicable law and dispute resolution, that "1) Any dispute, disagreement, or claim arising from or related to procurement contracts, or their interpretation, termination, or annulment, shall be subject to the laws in force in the country. It shall be heard before the competent federal courts in the country. 2) Procurement contracts executed outside the country shall be exempted from the provisions contained in Clause (1) of this Article, if the head of the relevant federal entity agrees to apply the law of the country in which the contract is executed, based on the provisions of Clause (1) of Article 37 of the Law. 3) Arbitration may be agreed upon as a means of settling disputes with suppliers. It is prohibited to agree to conduct arbitration outside the country or to subject any dispute related to the contract or procedures associated with it to any legislation other than that in the country, and any text that contradicts this prohibition shall be considered null and void. 4) As an exception to what was stated regarding the inadmissibility of arbitration outside the country, the federal entity may resort to arbitration as a means of settling the dispute outside the country as it deems appropriate. 5) In all cases, the approval of the Council of Ministers is required when including an arbitration clause as a means of settling the dispute or resorting to arbitration outside the country, with justifications for including this clause being provided. 6) Any dispute falling within the jurisdiction of the Grievances Committee and related to procurement contracts shall not be considered unless it is proven that it has been presented to the Grievances Committee in accordance with the procedures stipulated in this decision.

Accordingly, the federal legislator in the UAE has established controls and conditions for arbitration in disputes related to federal government procurement contracts, a form of state contract. These conditions are as follows:

1) The federal government procurement contract must be executed outside the UAE.

2) Arbitration must take place within the country; therefore, arbitration outside the UAE is not permitted. However, arbitration outside the country may be an exception if the federal entity concluding the contract determines that arbitration is necessary.

3) The Cabinet must approve the inclusion of an arbitration clause in the federal government procurement contract, with the federal entity providing justifications for such an arrangement.

In the context of regulating various state contracts. The Federal Law regulating state contracts that include partnerships between the public and private sectors has been issued. Article 31 of Federal Law No. 12 of 2023 on Regulating the Federal Public-Private Partnerships (PPP) between the federal public and private sectors about dispute resolution stipulates that "the state courts shall have jurisdiction to consider disputes arising from the implementation of the project agreement, and it may be agreed that disputes shall be settled through alternative means of dispute resolution in force in the state, including mediation, arbitration, and resorting to an expert".

Therefore, arbitration is permissible in government contracts related to PPPs in accordance with UAE law. In light of the guide issued by the UAE Ministry of Finance on "Provisions and Procedures for Public-Private Partnerships", the Cabinet has been authorized to approve arbitration clauses in PPP contracts. The guide specifies the permissibility

of including arbitration clauses in such contracts, specifies dispute resolution methods, including arbitration, and allows an expert's report to be appealed before an arbitration panel.

5. CONCLUSION

The concept of state sovereignty, the general waiver of judicial jurisdiction in favor of arbitration, and the acceptance of submission to non-national courts in disputes with private sector individuals have been addressed. This is what some public law scholars have termed a form of stripping the state of its sovereign immunity from submission to a judiciary other than its national one. Although the state regulates arbitration in its government contracts with local and foreign investors, public law scholars have disagreed on this issue. Two trends have emerged in the literature on this issue. The first strongly opposes the idea of the state submitting to arbitration in its disputes with individuals under private law regarding a state contract. The second supports the concept as a means of encouraging investment, advancing sustainable development, and protecting investor rights. The supportive view even goes so far as to respond to the arguments of those who reject and oppose the idea of arbitration in state contracts.

The study focused on comparing Egypt and the UAE regarding the regulation of arbitration in state contracts, whether under the arbitration law in force in both countries, the law regulating state contracts in general, or the law regulating partnership contracts between the public and private sectors.

The legal frameworks in both countries differ in their regulation of this issue. However, both systems have recognized arbitration in disputes over government contracts. In Egypt, the Arbitration Law, issued in 1994 and its amendments in 1997, explicitly stipulate that the approval of the competent minister or the person assuming his authority in the case of public legal entities is required to agree to arbitration in any administrative contract, regardless of whether the arbitration clause or the arbitration agreement is in effect. The 2018 Law Regulating Contracts Concluded by Public Entities also stipulates the possibility of settling disputes over government contracts, in accordance with Law No. 182 of 2018, by resorting to arbitration in accordance with the Egyptian Arbitration Law of 1994 and its amendments.

Regarding PPP contracts, the law issued in 2010 included the possibility of settling disputes through arbitration, but it required the approval of the Higher Committee for Partnership. This led to a disagreement over whether the approval of the Higher Committee for Partnership alone was sufficient, or whether it was an additional condition in addition to the condition stipulated in the Arbitration Law, which requires the approval of the competent minister. It has been determined that for this type of contract, the approval of the relevant minister and the Higher Committee for Participation is required.

In the UAE, Law No. 11 of 2023 and its implementing regulations permit arbitration in disputes related to federal government procurement contracts, provided that three conditions are met: the federal government procurement contract is executed outside the UAE; the arbitration is conducted within the country; therefore, arbitration may not be agreed upon outside the UAE. However, arbitration outside the country may be an exception if the federal entity concluding the contract deems arbitration necessary, and the Cabinet approves the inclusion of an arbitration clause in the federal government procurement contract, with the federal entity justifying such an arrangement.

As for arbitration in government contracts related to PPPs, in light of the guide issued by the UAE Ministry of Finance on "Provisions and Procedures for Public-Private Partnerships", the Cabinet has been authorized to approve an arbitration clause in partnership contracts. The guide specifies the permissibility of including an arbitration clause in such agreements, outlines dispute resolution methods, including arbitration, and clarifies the appeal process for an expert's report before an arbitration panel.

Regarding the implications of the findings of this paper regarding arbitration clauses in government contracts in both Egypt and the UAE, the laws in both countries strike a balance between state sovereignty and freedom of investment. This is likely to attract foreign investment in both countries, while also preserving national sovereignty regarding state judicial immunity.

On the other hand, future research could analyze some judicial rulings related to the invalidity of arbitration awards due to failure to adhere to the conditions required for arbitration in government contracts. Future research could also address rulings by foreign arbitration centers that have deemed arbitration claims inadmissible due to failure to meet the arbitration conditions specified in government contracts, in accordance with the applicable law governing such contracts.

REFERENCES

Abbas, S. (2020). Negotiation when concluding administrative contracts: The rule and exceptions — A comparative study of negotiation provisions. *Researcher Journal of Legal and Political Studies*, 5(2), Article 414.

Abbot, E. V. (1889). The police power and the right to compensation. *Harvard Law Review, 3*(5), 189–205. https://doi.org/10.2307/1321837

Aboelazm, K. S. (2023a). Policies and legal framework of involving small and medium enterprises in administrative contracts in Egypt: Dynamics and influences. *International Journal of Public Law and Policy, 9*(1), 61–74. https://doi.org/10.1504/IJPLAP.2023.127316

Aboelazm, K. S. (2023b). The legal framework and policies for sustainable administrative contracts in Egypt: Reality and challenges. *International Journal of Public Law and Policy, 9*(2), 111–129. https://doi.org/10.1504/IJPLAP.2023.130011

Aboelazm, K. S. (2025a). An inevitable dialogue on professional ethics — An enlightenment perspective on upholding professional ethics in public procurement jobs. *Journal of Public Procurement, 25*(2), 179–204. https://doi.org/10.1108/JOPP-06-2024-0066

Aboelazm, K. S. (2025b). A new era of public procurement: Critical issues in procuring artificial intelligence systems to deliver public services. *International Journal of Law and Management.* https://doi.org/10.1108/IJLMA-06-2024-0208

Aksen, G. (1963). Arbitration of uninsured motorist claims. *Ohio State Law Journal, 24*(4), 560–595. https://files.core.ac.uk/download/159584148.pdf

Al Shamsi, A. R. O. (2017). *Arbitration in international administrative contracts and administrative contracts with international dimensions in the UAE* [Doctoral thesis, Liverpool John Moores University]. Liverpool John Moores University. https://researchonline.ljmu.ac.uk/id/eprint/7456/1/2017AbdullaAlshamsiPHD.pdf.pdf

Alanzi, A. A. (2021a). Saudi procurement system and regulations: Overview of local and international administrative contracts. *Laws, 10*(2), Article 37. https://doi.org/10.3390/laws10020037

Alanzi, A. A. (2021b). Tendering in assignment of the administrative contract: A comparison of Egyptian tender law and Saudi government tenders and procurement law. *Hasanuddin Law Review, 7*(2), 105–118. https://doi.org/10.20956/halrev.v7i2.2977

Alanzi, A. A. (2023). Arbitration legal controls and their impact on the nature of administrative contracts in the light of governmental tenders and purchases regulation issued under the Royal Decree No. (M/128) Dated 13/11/1440H. *International Journal of Criminal Justice Science, 18*(2), 401–432. https://ijcjs.com/menu-script/index.php/ijcjs/article/download/742/469/1161

Al-Dawoud, D. A. (2024). The role of the bid examination committee in administrative contracting in KSA and UAE: A systematic review. *Cogent Social Sciences, 10*(1), Article 2295841. https://doi.org/10.1080/23311886.2023.2295841

Alhamidah, K. (2007). Administrative contracts and arbitration, in light of the Kuwaiti Law of Judicial Arbitration No. 11 of 1995. *Arab Law Quarterly, 21*(1), 35–63. http://www.jstor.org/stable/27650572

Alhussein, H. S., Meskic, Z. & Al-Rushoud, A. (2023). Sustainability and challenges of arbitration in administrative contracts: The concept and approach in Saudi and comparative law. *Access to Justice in Eastern Europe,* (special issue), 10–22. https://doi.org/10.33327/AJEE-18-6S004

Alofi, A., Alhammadi, Y., Kashiwagi, D., Kashiwagi, J., & Sullivan, K. (2015). Upgrade the Saudi Arabian procurement system delivery method. *Journal for the Advancement of Performance Information and Value, 7*(1), 146. https://doi.org/10.37265/japiv.v7i1.60

Al-Shibli, F. S. (2018). The disputes of administrative contracts: The possibility of using arbitration according to the Jordanian Arbitration Act 2001. *Journal of Legal, Ethical and Regulatory Issues, 21*(2), 1–17. https://www.researchgate.net/publication/373119506_THE_DISPUTES_OF_ADMINISTRATIVE_CONTRACTS_THE_POSSIBILITY_OF_USING_ARBITRATION_ACCORDING_TO_THE_JORDANIAN_ARBITRATION_ACT_2001

Alshrafat, F. S. M., & Alfaqeer, H. A. R. (2023). Arbitration in administrative contract disputes under Jordanian legislation (a comparative study). *International Journal of Humanities and Social Science, 13*(3), 17–27. https://www.ijhssnet.com/journals/Vol_13_No_3_August_2023/4.pdf

Al-Yahya, M., & Panuwatwanich, K. (2018). Implementing e-tendering to improve the efficiency of public construction contract in Saudi Arabia. *International Journal of Procurement Management, 11*(3), 267–294. https://www.researchgate.net/publication/325114059_Implementing_e-tendering_to_improve_the_efficiency_of_public_construction_contract_in_Saudi_Arabia

Arbitration and Government Contracts. (1941). *The Yale Law Journal, 50*(3), 458–470. https://doi.org/10.2307/792178

Babirye Nsereko, H., Tait, M., & Oosthuizen, N. (2023). The process of contract compliance: A public procurement perspective. *Southern African Business Review, 26*, 1–21. https://doi.org/10.25159/1998-8125/11565

Badr, Y. I. I. (2021). Party autonomy under the Egyptian Arbitration Code: The freedoms and the limits. *Willamette Journal of International Law and Dispute Resolution, 28*(1), 35–64. https://www.jstor.org/stable/27137178

Blanke, G. (2025). [Review of the book *DIFC courts practice,* by R. Reed & T. Montaigu-Smith]. *The International Journal of Arbitration, Mediation and Dispute Management, 91*(2), 247–248. https://doi.org/10.54648/amdm2025015

Bonn, R. L. (1972a). The predictability of nonlegalistic adjudication. *Law & Society Review, 6*(4), 563–578. https://doi.org/10.2307/3052948

Bonn, R. L. (1972b). Arbitration: An alternative system for handling contract related disputes. *Administrative Science Quarterly, 17*(2), 254–264. https://doi.org/10.2307/2393959

Braucher, R. (1952). Arbitration under government contracts. *Law and Contemporary Problems, 17*(3), 473–503. https://doi.org/10.2307/1190206

Brownlie, I. (2003). *Principles of public international law* (6th ed.). Oxford University Press.

Carlston, K. S. (1952). Theory of the arbitration process. *Law and Contemporary Problems, 17*(4), 631–651. https://doi.org/10.2307/1190383

Casella, A. (1996). On market integration and the development of institutions: The case of international commercial arbitration. *European Economic Review, 40*(1), 155–186. https://doi.org/10.1016/0014-2921(95)00044-5

Chayes, A. (1976). The role of the judge in public law litigation. *Harvard Law Review, 89*(7), 1281–1316. https://doi.org/10.2307/1340256

Chernykh, Y. (2022). International law and contract interpretation. In *Contract interpretation in investment treaty arbitration: A theory of the incidental issue* (Vol. 12, pp. 111–218). Brill. https://doi.org/10.1163/9789004414709_005

Cohen, D., & Smith, J. C. (1986). Entitlement and the body politic: Rethinking negligence in public law. *Canadian Bar Review, 64*(1), 1–57. https://cbr.cba.org/index.php/cbr/article/view/3350

Collier, J., & Lowe, V. (1999). *The settlement of disputes in international law: Institutions and procedures.* Oxford University Press. https://doi.org/10.1093/oso/9780198256694.001.0001

Cozac, S. (2022). The concept of public policy in the case of annulment of arbitral awards. *Perspectives of Law and Public Administration, 11*(4), 505–513. https://www.adjuris.ro/revista/articole/An11nr4/3.%20Sofia%20Cozac%20EN.pdf

Damaška, M. (1983). Activism in perspective. *The Yale Law Journal, 92*(7), 1189–1197. https://doi.org/10.2307/796269

Dicey, A. V. (1915). *An introduction to the study of the law of the constitution* (8th ed.). Macmillan. http://files.libertyfund.org/files/1714/0125_Bk.pdf

El-Sayegh, S. M., Basamji, M., Ahmad, A. H., & Zarif, N. (2021). Key contractor selection criteria for green construction projects in the UAE. *International Journal of Construction Management, 21*(12), 1240–1250. https://doi.org/10.1080/15623599.2019.1610545

Federal Law No. 11 of 2023 concerning Procurement in the Federal Government. (2013). Ministry of Cabinet Affairs. https://uaelegislation.gov.ae/en/legislations/2165

Federal Law No. 12 of 2023 on Regulating the Federal Public-Private Partnerships (PPP). (2023). Ministry of Cabinet Affairs. https://uaelegislation.gov.ae/en/legislations/2189

Federal Law No. 6 of 2018 concerning the Arbitration. (2018). Ministry of Cabinet Affairs. https://uaelegislation.gov.ae/en/legislations/1069

Fenner, T. (2025). What is the impact of annulment decisions at the seat of arbitration on the enforcement of arbitral awards internationally? The German vs. the French approach. *Arbitration: The International Journal of Arbitration, Mediation and Dispute Management, 91*(2), 153–179. https://doi.org/10.54648/amdm2025011

Fuller, L. L. (1941). Consideration and form. *Columbia Law Review, 41*(5), 799–824. https://doi.org/10.2307/1117840

Greenspan, D., Brooks, F., Walton, J., & Chamoun, G. (2021). Recent developments in alternative dispute resolution. *Tort Trial & Insurance Practice Law Journal, 56*(2), 231–250. https://www.jstor.org/stable/27306019

Handrlica, J., Sharp, V., & Balounová, K. (2022). The administrative law of the Czech Republic and the Public Law of Ukraine: A study in international administrative law. *Juridical Tribune, 12*(2), 195–214. https://doi.org/10.24818/TBJ/2022/12/2.03

Happold, M. (2000). [Review of the book *The settlement of disputes in international law: institutions and procedures,* by J. Collier & V. Lowe]. *Netherlands International Law Review, 47*(3), 379–381. https://doi.org/10.1017/S0165070X00001054

Jackson, R. (1999). Sovereignty in world politics: A glance at the conceptual and historical landscape. *Political Studies, 47*(3), 431–456. https://doi.org/10.1111/1467-9248.00211

Jennings, W. I. (1959). *The law and the constitution.* University of London Press.

Kaplinsky, A. S., Levin, M. J., & Bryce, M. C., Jr. (2021). Arbitration year in review: Back to basics (but with some new twists). *The Business Lawyer, 76*(2), 675–684. https://www.jstor.org/stable/27173796

Killmann, B.-R. (1996). The access of individuals to international trade dispute settlement. *Journal of International Arbitration, 13*(3), 143–169. https://doi.org/10.54648/joia1996021

Koskenniemi, M. (2018). *What is international law for?* In M. Evans (Ed.), *International law.* Oxford University Press. https://doi.org/10.1093/he/9780198791836.003.0002

Langrod, G. (1955). Administrative contracts: A comparative study. *The American Journal of Comparative Law, 4*(3), 325–364. https://doi.org/10.2307/837812

Leyland, P., & Woods, T. (1999). [Review of the book *Law and administration*, by C. Harlow & R. Rawlings]. *Legal Studies, 19*(2), 271–277. https://doi.org/10.1017/S0261387500005602

Liu, X., Chen, S., Ding, Z., & Xu, B. (2023). Bidding evaluation and contractor selection using balance index model and comprehensive input efficiency based on data envelopment analysis. *Systems, 11*(5), Article 245. https://doi.org/10.3390/systems11050245

Loughlin, M. (1992). *Public law and political theory.* Oxford University Press. https://doi.org/10.1093/oso/9780198762683.001.0001

Massoud, M. F. (2014). International arbitration and judicial politics in authoritarian states. *Law & Social Inquiry, 39*(1), 1–30. http://www.jstor.org/stable/24545698

Mattli, W. (2001). Private justice in a global economy: From litigation to arbitration. *International Organization, 55*(4), 919–947. https://doi.org/10.1162/002081801317193646

Moses, M. L. (2024). *The principles and practice of International Commercial Arbitration* (4th ed.). Cambridge University Press. https://doi.org/10.1017/9781009444750

Palan, R. (1998). Trying to have your cake and eating it: How and why the state system has created offshore. *International Studies Quarterly, 42*(4), 625–643. https://doi.org/10.1111/0020-8833.00100

Park, W. W. (1984). Arbitration of international contract disputes. *The Business Lawyer, 39*(4), 1783–1799. http://www.jstor.org/stable/40686595

Paulsson, J. (2012). The public interest in international arbitration. *Proceedings of the Annual Meeting, 106*, 300–303. https://doi.org/10.5305/procannmeetasil.106.0300

Qanun altahkim faa almawadi almadaniat waltijariat raqm 27 lisanat 1994 [Law No. 27 of 1994 on Arbitration in Civil and Commercial Matters]. (1994). Manshurat. https://manshurat.org/node/31176

Qanun tanzim musharakat alqitae alkhasi fi mashrueat albinyat al'asasia walkhidmat walmarafiq aleamat raqm 67 lisanat 2010 [Law No. 67 of 2010 regulating Private Sector Participation in Infrastructure, Services and Public Utilities Projects]. Manshurat. https://manshurat.org/node/11854

Rau, A. S. (1998). On integrity in private judging. *Arbitration International, 14*(2), 115–156, https://doi.org/10.1093/arbitration/14.2.115

Sassen, S. (1996). *Losing control? Sovereignty in an age of globalization.* Columbia University Press.

Smith, D. A., Solinger, D. J., & Topik, S. C. (Eds.). (1999). *States and sovereignty in the global economy.* Routledge. https://doi.org/10.4324/9780203160787

Sørensen, G. (1999). Sovereignty: Change and continuity in a fundamental institution. *Political Studies, 47*(3), 590–604. https://doi.org/10.1111/1467-9248.00218

Taedil baed ‘ahkam qanun altahkim faa almawadi almadaniat waltijariat bialqanun lisanat 1997 [Amendment of some provisions of the Arbitration Law in Civil and Commercial Matters by Law No. 9 of 1997]. (1997). Manshurat. https://manshurat.org/node/28563

Tanzim altaeaqudat alati tubrimuha aljihat aleama [Regulating contracts concluded by public entities]. (2018). Manshurat. https://manshurat.org/node/33967

Tollefson, C. (2002). Games without frontiers: Claims and citizen submissions under the NAFTA regime. *The Yale Journal of International Law, 27*, 141–191. https://openyls.law.yale.edu/server/api/core/bitstreams/40380b4f-ad7b-4373-bce9-eea4f6de94f9/content

United Nations Conference on Trade and Development (UNCTAD). (2003). *World Investment Report 2003. FDI policies for development: National and international perspectives*. United Nations. https://unctad.org/publication/world-investment-report-2003
Van Harten, G. (2007). The public-private distinction in the international arbitration of individual claims against the state. *The International & Comparative Law Quarterly*, *56*(2), 371–393. http://www.jstor.org/stable/4498073
Van Harten, G., & Loughlin, M. (2006). Investment treaty arbitration as a species of global administrative law. *European Journal of International Law, 17*(1), 121–150. https://doi.org/10.1093/ejil/chi159
Wälde, T. W. (1996). Investment arbitration under the Energy Charter Treaty — From dispute settlement to treaty implementation. *Arbitration International, 12*(4), 429–466. https://doi.org/10.1093/arbitration/12.4.429
Walters, M. D. (2012). Dicey on writing the *Law of the Constitution*. *Oxford Journal of Legal Studies, 32*(1), 21–49. https://doi.org/10.1093/ojls/gqr031
Yu, H.-L., & Shore, L. (2003). Independence, impartiality, and immunity of arbitrators — US and English perspectives. *International & Comparative Law Quarterly, 52*(4), 935–967. https://doi.org/10.1093/iclq/52.4.935