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The Mandatory Character

*Tamam Al-Assaf**

ABSTRACT

The arbitration contract is held in conformity with the principles of Sharia and does not contradict the concept of contract, and it embodies the mutual welfare of the contract parties. There has been controversy among scholars concerning its obligatory attitudes towards the parties as they vary in determining when one of the contracted parties can review arbitration based on the differences in adapting the arbitration contract, that the jurisprudence scholars have cited, sometimes dropping judicial judgments on it to withdraw the arbitration contract. Therefore, some modern opinions have emerged as separate contract from the others, with no need to reassign any of the mentioned contracts. What suits the principles of modern era and requirements and respect for the prestige and arbitration procedures so as not to go that precede the issuance of the arbitration decision from the collection of data, investigations and special judgment consideration and refinement, where it is appropriate to decide whether the arbitration takes contract the mandatory character since its establishment: neither the apties can, unless any of the parties has agreed to terminate after banishing.

Flexibility of the Islamic jurisprudence has great scope for making new contracts in accordance with established controls at Al Sharia that achieve the interests of people God has issued when making the legislations. If the ordinances had stipulated the need for contract arbitration once held, the law of Islam would have been free to emphasize the necessary in this particular contract arbitration and that this originally agreed with the view of Islam to respect contracts and the emphasis on credibility.

Keywords: Arbitration, Mandatory Character, Arbitrator.

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