غرفة البحرين لتسـوية المنـازعـات


*Bahrain Chamber for Dispute Resolution*

# Resolution No. ( 65 ) for the Year 2009

Issuing the Regulation of Dispute Resolution Procedures of Bahrain Chamber for Dispute Resolution pursuant to Section (1) of Chapter (2) of the Legislative Decree No. (30) for the year 2009.

**The Minister of Justice and Islamic Affairs:**

Having reviewed the Civil and Commercial Procedures Law promulgated by the Legislative Decree No. (12) for the year 1971 as amended,

Legislative Decree No. (3) for the year 1972 with respect to the Judicial Fees as amended,

The Advocacy Law promulgated by the Legislative Decree No. (26) for the year 1980 as amended,

The Evidence Law for Civil and Commercial Matters promulgated by the Legislative Decree No. (14) for the year 1996 as amended,

The Legislative Decree No. (28) for the year 2002 with respect to Electronic transactions, as amended by Law No. (13) for the year 2006,

The Judicial Authority Law promulgated by the Legislative Decree No. (42) for the year 2002, as amended by Law No. (50) for the year 2006,

The Legislative Decree No. (30) for the year 2009 with respect to Bahrain Chamber for Economic, Financial and Investment Dispute Resolution, notably Article (26) thereof,

Following the approval of the Supreme Judicial Council,

The Following Has Been Decided:

**Article One**

The provisions of the Regulation annexed to this Resolution with respect to the dispute resolution procedures of Bahrain Chamber for Dispute Resolution shall be applied pursuant to Section (1) of Chapter (2) of the Legislative Decree No. (30) for the year 2009.

**Article Two**

This Resolution and the Regulation annexed thereto shall be published in the Official Gazette and shall come into force from the date of initiation by BCDR of its jurisdiction, pursuant to the provisions of Article (39) of the Legislative Decree No. (30) for the year 2009.

Minister of Justice and Islamic Affairs
**Khalid bin Ali bin Abdulla Al Khalifa**

Issued on: 14th of Muharram 1431 H
Corresponding to: 31st of December 2009

## Regulating Procedures
## PRELIMINARY CHAPTER
### Article (1)
### Definitions

In applying the provisions of this Regulation, the following words and expressions shall have the meanings assigned to them, unless the context requires otherwise:

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|---|---|
| **Kingdom:** | Kingdom of Bahrain. |
| **Minister:** | the Minister charged with Justice Affairs. |
| **Chamber:** | Bahrain Chamber for Dispute Resolution. |
| **Law:** | Legislative Decree No. (30) for the year 2009 with respect to Bahrain Chamber for Economic, Financial and Investment Dispute Resolution |
| **Chief Executive:** | the Chief Executive designated pursuant to Clause (6) of Paragraph (a) of Article (5) of the Law. |
| **Tribunal:** | Dispute Resolution Tribunal constituted pursuant to Article (40) of this Regulation. |
| **Designated Judge:** | the Judge designated by the Supreme Judicial Council pursuant to Article (31) of the Law. |
| **Registrar:** | The Public Registrar designated pursuant to Clause (7) of Paragraph (a) of Article (5) of the Law. |
| **Case Administrator:** | The Administrator concerned with the case administration pursuant to the provisions of this Regulation. |



### Article (2)
### Scope of Implementation

This Regulation shall apply to the disputes heard by the Chamber pursuant to Section (1) of Chapter (2) of the Law.

### Article (3)
### Supervision by the Supreme Judicial Council

The Supreme Judicial Council shall supervise the conduct of work in the Chamber in connection with the disputes under its jurisdiction, as an entity with a judicial jurisdiction in accordance with the provisions of this Regulation. To initiate its supervision tasks, the Council may:

1- Study the periodic reports submitted by the Chamber to the Council every six months with respect to its activities in connection with the disputes to which this Regulation applies, the course of action which have been performed, identifying performance obstacles and solutions adopted to avoid such obstacles in relation to the said disputes.

2- Request the Chamber to provide it with any data, information or reports that are necessary to supervise the Chamber's work on disputes subject to this Regulation.

3- Follow up the Chamber's provision of and support to training programs related to the disputes subject to the provisions of this Regulation.

### Article (4)
### Location of Case Administration and Tribunal Sessions

The case shall be administered and the Tribunal shall hold its sessions at the Chamber's headquarters. If necessary, the case may be administered or the Tribunal sessions may be held at another location designated by the Minister at the request of the Chief Executive.

**Article (5)**
**Languages used before the Chamber and Translation of Documents and Papers**

**a-** Subject To the approval of the Supreme Judicial Council, the Minister shall issue a Resolution determining the foreign languages that may be used in the procedures of dispute resolution before the Chamber. Until that resolution is issued, the Arabic language shall be used in the said procedures.

**b-** Each party shall submit to the Case Administrator or Tribunal, as the case may be, a translation into Arabic of the documents and papers written in a foreign language, unless the parties have agreed on using another language or other languages in the dispute resolution procedures among the languages stipulated Pursuant to Paragraph (a) of this Article. In this case, parties should provide a translation into such language or languages.

**c-** If any party submits a translation to the Case Administrator or Tribunal, as the case may be, the translation shall be adopted unless the other party objects thereto. If the other party objects to the accuracy of the translation, he/she/it should submit an alternative translation, and if the party, which provided the first translation, objects to the alternative translation, the Tribunal may resort to expertise with respect to the disputed part of the translation.

**Article (6)**
**Calculating Durations**

For the purposes of this Regulation, if the duration fixed for the proceeding is estimated in days, months or years, the day of the matter which initiated the duration shall not be counted therein. However, if the duration should elapse prior to the proceeding, then the proceeding may only occur when the last day of the duration elapses.



If the duration was a period during which the proceeding shall occur duration shall elapse at the last day thereof.
The duration estimated in months shall be calculated from the day of its inception to the corresponding day in the following months.

The duration of the day shall be calculated from midnight to the midnight of the following day. The day and hour marking the beginning of the deadline shall not be counted therein, but the day and hour marking its end shall be counted in the deadline.

If the duration ends on an official holiday, it shall be extended to the first working day thereafter.

**Article (7)**
**Controls related to Filing Summons, Memoranda and Claims**

**a-** The following conditions shall be met when the case summons, memoranda and claims are filed pursuant to the provisions of this Regulation:

1- Printed or written in clear handwriting.
2- Include the case number, if any, and the names of parties.
3- Signed by the party submitting them.

**b-** When any memoranda, documents or papers are submitted to the Case Administrator or Tribunal, as the case may be, every party shall submit copies thereof equivalent to the number of parties in the case.

## CHAPTER ONE
## Case Filing Procedures, Payment Orders, Notification And Representation Of Parties

### Section (1)
### Case Filing

### Article (8)
### Case Filing Procedures

**a-** The case shall be filed before the Chamber, upon the Plaintiff's request, as per a summons which shall include the following:

1- The Plaintiff's name, title, occupation or position, place of residence or chosen domicile, telephone number, personal number or the number of his/her/its commercial register, fax number and email address, if any, and the name of the person representing him/her/it and such persons, title, occupation or position, capacity, place of residence or chosen domicile, phone number, personal number, fax number and email address, if any, of the Plaintiff's representative.

2- The Defendant's name, title, occupation or position, place of residence or chosen domicile, telephone number, fax number and email address, if any. If the Defendant's place of residence is not known at the time the case is filed, his/her/its last place of residence shall be mentioned.

3- The case merits and the Plaintiff's claims.

4- The claimed amount of the case.

5- Portfolio of documents containing the evidence upon which the Plaintiff is based in the case, enclosed with a list of documents pertaining to the portfolio shall be enclosed. If the documents or some of them are written in a foreign language, the Plaintiff should submit a translation thereof into Arabic unless the parties agreed on using another language or languages in the dispute resolution procedures, among the languages stipulated in Paragraph (a) of Article (5) of this Regulation. In such case, the parties should provide translation into such language or languages.

**b-** The Plaintiff should clearly and explicitly present the case facts, merits and causes of action, as well as his/her/its claims and evidence.

**c-** Upon submitting the summons, the Plaintiff should present copies thereof and of all enclosures, and such copies should be equivalent to the number of Defendants. The original copy of the summons shall remain at the Chamber.

**d-** The case may be filed electronically pursuant to the terms and conditions stipulated in a Resolution issued by the Minister subject to the approval of the Supreme Judicial Council.

**e-** The case should cover all claims to which the Plaintiff is entitled with regard to the causes of action, and the Plaintiff may include in a single case several claims based on a single legal cause of action or several legal facts or causes of action.

### Article (9)
### Filing the Summons

**a-** Upon filing the summons, the Plaintiff should pay the entire fee.

**b-** Having verified that the fee payment and that all data and documents are provided, the Chamber shall register the case in the Chamber's relevant record and shall deposit the summons, the receipt of the fee payment and the documents in the case file.

**c-** The Plaintiff shall be acknowledged of, his/her/its case registration and shall be, at the same time, notified of the date of the first case administration meeting before the Case Administrator. The Plaintiff shall acknowledge receiving the notification on the original copy of summons.

**Article (10)**
**Estimation of the Case Fees**

**a-** The value of all cases, claims and orders filed to the Chamber shall be estimated pursuant to the Law of Judicial Fees, and the fees shall be collected according to the categories stipulated in a Resolution issued by the Minister.

**b-** Until a resolution is issued by the Minister in this regard, the same fees stipulated in the Law of Judicial Fees and the table annexed thereto shall apply.

**c-** Pursuant to a Resolution issued by the Minister, the fee payment may be deferred or parties may be partially or totally exempted there from.

**Article (11)**
**Effects of the Summons Registration**

The registration of the case summons or the payment order in the Chamber's records, pursuant to Articles (9) and (13) of this Regulation, shall produce the following effects:

1- Cutting the time of prescription period which serves the Defendant's interest.

2- Enforcement of delay interest unless the enforcement of such interest pursuant to law, trade custom, or agreement, commences in another time.

**Section (2)**
**Payment Orders**

**Article (12)**
**Conditions of Requesting the Payment Order**

Excluded from the provisions regulating the case filing pursuant to this Regulation, the provisions stipulated in this Section shall apply if the creditor's right is established in writing, payable and if the debt claimed by the creditor is only a specific amount of money or a chattel which is specified by its type or value and that the subject matter of such claims comes under the Chamber's jurisdiction.



Such provisions shall apply if the right holder is a creditor as per a commercial paper, and has recourse only against the withdrawer, issuer, acceptor or back-up guarantor of a person. If the creditor wishes to have recourse against someone, other than the aforementioned parties, he/she/it should follow the procedures stipulated in this Regulation with respect to case filing.

**Article (13)**
**Procedures of Issuing the Payment Order**

The creditor who satisfies, in his/her/its debt, the conditions stipulated in Article (12) of this Regulation should first request the debtor to settle the debt within a minimum period of seven days, and then should seek to have the payment order issued by the Designated Judge. The request of settlement shall be made as per a registered letter with return receipt requested, and the objection to non-payment shall have the same effect as this request.

The creditor shall submit to the Chamber the request to issue a payment order, as per a summons including the data stipulated in Clauses (1), (2), (3) and (4) of Paragraph (a) of Article (8) of this Regulation. The summons shall be enclosed with the debt bond and the evidentiary document establishing that the request of settlement was satisfied following the payment of the fee. The summons shall be registered in the Chamber's relevant record pursuant to Paragraph (b) of Article (9) of this Regulation.

Upon submitting the summons, the creditor should present a copy thereof and of all enclosures, and copies which should be equivalent to the number of Defendants. The original copy of summons should remain at the Chamber.

The order shall be issued on the original copy of the summons within a maximum period of three days from the day of its submittal. The order shall determine the amount due to be paid, such as the principal and interest, or the chattel to be settled according to the order, as the case may be, as well as the expenses.

The debt bond shall remain at the Chamber after the payment order is issued until the period of the grievance against the order elapses.

**Article (14)**
**Refraining from Issuing the Payment Order**

If the Designated Judge decides not to reply to all the Plaintiff's requests, he/she/it should refrain from issuing the payment order and should refer the papers to the Chamber for case administration and hear the case pursuant to this Regulation.

**Article (15)**
**Notification and Complaint against the Payment Order**

**a-** The debtor shall be notified of the payment claim and order issued against him/her/it. The payment claim and order shall be deemed null and void if they are not notified within a month from the date of issuance of the order.

**b-** The party, against whom the payment order is issued, may lodge a grievance against the order within fifty five days from the day of notification thereof.

The grievance shall be filed by submitting to the Chamber a summons which satisfies the case filing procedures pursuant to this Regulation. The grievance should be justified, otherwise it shall be invalid.

**c-** The complaining party shall be heard as a Plaintiff. When the grievance is heard, the rules and procedures related to the case administration and hearing before the Tribunal shall be applied pursuant to this Regulation.

**Section (3)**
**Notification**

**Article (16)**
**Issuing the Notification Document**

**a-** In cases where the notification is not performed electronically, each document of the notification should be made in two copies signed by the Case Administrator or the Secretary of the Tribunal, as the case may be, and sealed with the Chamber's stamp.

**b-** The Case Administrator or Secretary of the Tribunal, as the case may be, shall supervise the notification process.

**Article (17)**
**Data of the Notification Document**

**a-** The Notification Document shall include the following data:

1- Day, month, year and hour of notification.

2- Name, title, and domicile of the party requestingthe notification, and the name, title, domicile and profession of the representative thereof.

3- The name, title and domicile of the party to which the notification was made; if the domicile is unknown at the time of the notification, his/her/its last domicile shall be mentioned.

4- The Notifying person's name and position, the authority to which he/she/it belongs and his/her/its signature on the original notification and copy thereof, unless otherwise required by the electronic notification.

5- The subject of the notification.

6- Date of the meeting or the session if there is a specific meeting or session.

7- Name, title and capacity of the party to which the notification was delivered, in addition to his/her/its signature, seal or thumbprint on the original notification copy to acknowledge receipt thereof. In case such person rejects acknowledging the receipt of the notification, the rejection and reasons thereof should be established through the presence of a witness, unless otherwise required by the electronic notification.

**b-** The notification shall be performed by any public employee in charge of the notification, or any other party appointed by the Minister subject to the approval of the Supreme Judicial Council.

**c-** The notification may be performed electronically pursuant to the law, and the Minister shall issue a Resolution regulating electronic notification subject to the approval of the Supreme Judicial Council.

**Article (18)**
**Delivering the Copy of Notification**

Except for the provisions of any special law and subject to the requirements of electronic delivery, the copy of the notification shall be delivered to the intended person or at his/her/its domicile, as follows:

1- With regard to ministries, governmental departments, public authorities and institutions, the notification shall be delivered to the legal representative thereof.

2- With regard to companies, private associations and institutions, and other private legal persons, the notification shall be delivered, at their head offices, to the legal representative thereof or to his/her/its deputy. If both of them are absent, the notification copy shall be delivered to any employee at their offices, in case a head office does not exist, the copy shall be delivered to their representative in person or at his/her/its domicile.

3- With regard to foreign companies having a branch or office at the Kingdom, the notification shall be delivered to the director of the corporate branch or office or to the legal representative thereof in the Kingdom. If the director or legal representative is absent, the notification shall be delivered to any employee at his/her/its office.

4- With regard to the members of Bahrain Defense Force (BDF) or the police or other similar functions, the notification shall be delivered to their competent authority which shall notify them.



5- With regard to prisoners, the notification shall be delivered to the Administration of their detention facility which shall notify them.

6- With regard to sailors or crew members of commercial ships, the notification shall be delivered to the captain or his/her/its representative who shall notify them.

**Article (19)**
**Absence of the Defendant**

**a-** If the Notifying Person is unable to find the Defendant at his/her/its domicile, the Notifying Person should deliver the copy to the person who decides to be the attorney of the Defendant, or who works for him/her/it, or lives with him/her/it such as a spouse, relative or brother/sister-in-law.

**b-** If the persons qualified to receive the copy of notification, pursuant to the previous Paragraph, are not available, or if any of them is available but refuses to receive the copy of notification, the Notifying Person should document this fact on both copies of notification. One of the two copies shall be placed on the door of the residence or the place where the Defendant is staying.

**Article (20)**
**Signature or Seal on the Notification Copy**

If the person to whom the copy of notification is delivered or left at his/her/its place is unable to put his/her/its signature or seal, the Notifying Person should deliver or leave the copy of notification in the presence of a witness.

**Article (21)**
**Establishing the Notification**

Any written acknowledgment, which seems to be issued and signed by the Notifying Person or witness of notification, shall be accepted as evidence establishing that notification was made as well as any copy of the notification, which seems to be signed according to Clause (7) of Paragraph (a) of Article (17) of this Regulation, or any electronic evidentiary instrument stipulated in the Law, if the notification is made electronically.

**Article (22)**
**Publication in Newspapers, Official Gazette and Chamber Advertisement Board**

If it is established to the Case Administrator or to the Tribunal, as the case may be, that the notification cannot be made according to the previous Articles, for any reason, the notification may be performed as follows:

1- Publish an advertisement in the official gazette, and attach a copy thereof on the advertisement board at the Chamber. Another copy shall also be attached, in a visible location, on the door of the last place of residence or workplace of the Defendant.

2- In addition to the provisions of Clause (1) of this Article, the notification may be published in any widely circulated daily newspaper issued, in the Kingdom, in Arabic or in a foreign language if needed.

**Article (23)**
**Methods of Notification**

If it is established to the Case Administrator or Tribunal, as the case may be, that the Defendant resides outside the Kingdom and has no representative to receive the Notification on his/her/its behalf in the Kingdom, and that the Defendant has a known domicile abroad, an order may be requested to send him/her/it the Notification through diplomatic means, if possible; otherwise, the Notification shall be sent via registered mail with return receipt requested to his/her/its residential address, or via any appropriate electronic means, unless the methods of notification are regulated by special agreements in this case.



**Section (4)**
**Representation of the Parties to the Case**

**Article (24)**
**Appearance before the Case Administrator or Tribunal**

**a-** Subject to Paragraph (b) of this Article, the parties to the case themselves or their lawyers or attorneys, pursuant to the Advocacy Law, shall be present before the Case Administrator or Tribunal.

**b-** The Non-Bahraini lawyers may not represent the parties to the case, attend on their behalf, or conduct any of the necessary actions or procedures to file the case to the Chamber, follow it up or plead therein before the Case Administrator or Tribunal unless they work jointly with any of the Bahraini lawyers who are authorized before the Cassation Court.

**c-** The attorney may not withdraw from the power of attorney at an inappropriate time.

**d-** The attorney should deposit, in the case file, a copy of the power of attorney, following the perusal by the Case Administrator or Tribunal, as the case may be, of the original power of attorney.

**Article (25)**
**Power of Attorney for Litigation**

Subject to Paragraph (b) of Article (24) of this Regulation, the power of attorney for litigation shall authorize the attorney to conduct the required actions and measures to file, administer, follow and plead in the case, and in taking precautionary measures until a judgement on the case merits is rendered and notified, and until fees and expenses are settled, without prejudice to any special authorization required by the law. Any entry in the power of attorney, which contradicts with the foregoing, shall not be used against the other party.

**Article (26)**
**Authority of the Attorney**

**a-** All decisions taken by the attorney at the session, in the presence of his/her/its principal, shall be considered as the decisions of the principal him-/her-/it-self. Unless such decisions were denied by the principal in the same session when the case is being heard.

**b-** Without a special authorization, the attorney may not acknowledge or waive the litigated right, make reconciliation, accept, refer or recusal the oath, or withdraw from litigation, totally or partially waive the judgement, lift the seizure, abandon the guarantees despite the ongoing debt, claim forgery, reject or accept a Tribunal member, the Expert or the real offer, and may not collect amounts from the Chamber to the principal's account or have any other conduct which requires a special authorization by law. Any action, contrary to the foregoing, may be revoked by the principal.

**c-** Upon the issuance of the power of attorney by either party to the case, the attorney thereof shall be notified of all the aspects of the case for which the attorney is appointed.

**Article (27)**
**Dismissal or Resignation of Attorney**

Without prejudice to the provisions of Paragraph (c) of Article (76) of this Regulation:

1- The Attorney's dismissal shall not prevent measures to be taken against him/her/it, unless the principal designates another attorney or expresses his/her/its will to initiate the case by him-/her-/it-self.

2- If the attorney resigns, the principal shall be notified as per a copy of the request of resignation, minutes of the meeting, or the session in which the attorney's resignation was established.



**CHAPTER TWO**
**Administrating The Case Before The Case Administrator**

**Article (28)**
**Case Administrator**

**a-** The Case Administrator shall be concerned with the case administration pursuant to the provisions of this Regulation.

**b-** The Case Administrator shall be neutral and independent. Upon assuming the case administration, the Case Administrator should disclose to the Registrar any conditions or suspicions that may raise doubts about his/her/its neutrality or independence. If any such conditions or suspicions arise during the case administration, the Case Administrator should disclose them to the Registrar.

**c-** If the Case Administrator is a party to the case or has a kinship, by blood or by marriage, up to the fourth grade with any of the parties, representatives, or defenders thereof, or if the Case Administrator has a personal interest in the case, or has expressed an opinion, pleaded for any party or wrote in the case, then any party may, within seven days from the notification of the Case Administrator's name, submit a request to the Registrar to replace the Case Administrator with another one.

**d-** If the Case Administrator faces any discomfort in administrating the case for any reason whatsoever, he/she/it shall notify and request the Registrar to designate another administrator for the case.

**Article (29)**
**Time Schedule of Meetings**

**a-** On the first meeting designed for the case administration, the Case Administrator shall provide parties with a time schedule of the dates upon which the parties are requested to appear before the Case Administrator. The time schedule shall be established in the minutes and shall be considered as a notification of such dates to the parties.

**b-** If any party fails to attend the first meeting, the Case Administrator shall notify the absent party of the time schedule of meetings.

If a party fails to attend any meeting, the Case Administrator may administer the case in the presence of the attending parties after verifying that the absentee was notified of the time schedule of meetings.
If a party is notified of the time schedule of meetings, the Case Administrator may continue the case administration despite the party's absence without the need to notify him/her/it again of the time schedule.
If a party is not notified of the first meeting designed for the case administration or of the time schedule of meetings, he/she/it shall be notified thereof.

**c-** If the date of a meeting coincides with an official holiday or if the sequence of meetings is suspended for any reason, the parties to the case should attend the following meeting mentioned in the time schedule without the need to be notified again.

**d-** The Case Administrator may amend the time schedule of meetings. If the schedule is amended in the absence of any party, the latter should be notified of the amended schedule. In any event, the Case Administrator should observe the duration fixed for the case administration pursuant to Article (37) of this Regulation.

**e-** Upon the preparation of the time schedule, the Case Administrator should observe equality among the parties to the case so as to allow each of them enough time to present his/her/its plea and evidence.

**f-** The parties should submit their defense memoranda, pleas and documents in the meetings pertaining thereto according to the time schedule.

**g-** The parties should submit evidence and requests of evidentiary procedures that they wish to present during the relevant periods mentioned in the time schedule.



**h-** The Case Administrator should specify, in the time schedule, periods during which the parties shall submit incidental claims, counterclaims and requests for joinder.

**i-** The Case Administrator shall transcript the minutes of meetings related to case administration in handwriting or by using the computer or audio and/or visual electronic devices. The minutes shall be logged in the case file after being signed by the Case Administrator in his/her/its handwriting or via an electronic signature, as the case may be. The electronic minutes shall have the same authority as the official document. Pursuant to the Registrar's decision, a secretary may be designated to draft and keep the minutes of meetings in the case file after being signed by the Case Administrator.

## Article (30)
## Submitting Memoranda and Evidence

a- Each party shall submit, during the meetings and periods specified in the time schedule, all matters related to the case and the establishment thereof, such as memoranda, evidence and requests of evidentiary procedures. Each party shall particularly submit:

1- Defense memoranda.

2- Portfolios of documents including evidence that supports his/her/its plea, with a list of documents pertaining to portfolios.

3- Expert reports.

4- Facts the party wishes to establish with the evidence.

5- A statement of matters to be established by the Experts, and the names of Experts who will be requested to express their technical opinion.

6- Request of denial or claim of forgery.

7- Request to oblige the other party to submit the documents that are in his/her/its possession.

8- Request to oblige the administrative authorities to provide the information or documents that are in their possession.

9- Request to oblige third parties to present the information that they possess or acquire.

10- Request to interrogate the parties to the case.

11- Request of inspection.

12- Requests for intervention and Incidental Claims.

13- Agreement on the language(s) used in the dispute resolution procedures.

14- Agreement on the law to be applied to the subject of dispute.

15- Provide the texts of the law to be applied, if the parties agreed on a law other than the Bahraini law.

**Article (31)**
**Reasons for Rejection or Dismissal of the Case**

**a-** During the case administration and within its specified term in the time schedule, the Defendant may request to reject the case filed against him/her/it, for one of the following reasons:

1- The case is Res Judicata (adjudicated).

2- Lack of jurisdiction.

3- Prescription.

4- Or for any other reason that requires the rejection of the case.



**b-** During the case administration and within its specified term in the time schedule, the Defendant may request to reject the case on the ground of the Plaintiff's lack of capacity, interest or any other reason. The Tribunal shall judge this plea separately, unless it orders to combine it with the merits. In this case, the Tribunal shall render its judgement with respect to the plea and to the merits.

**Article (32)**
**Agreement on the Language used in Dispute Resolution Procedures**

Subject to Paragraph (a) of Article (5) of this Regulation, if the parties did not agree on the language(s) to be used in the dispute resolution procedures before filing the case, and if they wish to reach an agreement in this respect, they should submit their agreement to the Case Administrator during the relevant period mentioned in the time schedule.

If parties do not agree on a chosen language or languages during the relevant period, the Arabic language shall be used in the dispute resolution procedures.

**Article (33)**
**Agreement on the Law to be Applied**

**a-** If the parties to the case did not agree on the law to be applied to the subject matter of dispute before filing the case, and they wish to reach an agreement in this respect, then they should submit their agreement to the Case Administrator during the relevant period mentioned in the time schedule.

**b-** If the parties have agreed on a law other than the Bahraini law, they should submit the texts of that law to the Case Administrator during the relevant period mentioned in the time schedule.

**c-** If the parties did not agree on the law to be applied, during the relevant period pursuant to Paragraph (a) of this Article, or if they did not submit the texts of the foreign law pursuant to Paragraph (b) of this Article, the Bahraini law shall be applied to the subject matter of dispute.

**d-** The parties may submit to the Case Administrator or Tribunal, as the case may be, judicial precedents or jurisprudential opinions in connection with the law to be applied, in view of supporting their defenses or pleas.

**e-** In the implementation of the foreign law which applies to the litigation, the Tribunal should observe how the provisions of that law are implemented and construed, if the parties have submitted such provisions.

**f-** In any event, the Bahraini law shall be applied to the summary matters which are filed with respect to the original claim as well as the precautionary and interim claims.

**g-** The law to be applied to the subject matter of dispute, as agreed by the parties, shall not violate the public order of the Kingdom.

If the Tribunal considers that the applicable law violates the public order in the Kingdom, it should reveal to the parties the areas of violation of the public order, before taking the decision not to implement the foreign law. The parties should submit their defenses in this respect at the session scheduled by the Tribunal.

If the foreign law is not applied for violation of the public order, the Tribunal should apply the Bahraini law.

**Article (34)**
**Parties' Agreement to Suspend the Case for Mediation**

**a-** If the parties agree to suspend the case in order to resolve the dispute amicably by means of mediation, the Case Administrator shall directly refer their agreement to the Designated Judge or Tribunal, if constituted, to acknowledge their agreement pursuant to Paragraph (b) of Article (74) of this Regulation.

**b-** The duration of mediation shall not be included in the duration fixed for administrating the case before the Case Administrator, which is stipulated in Article (37) of this Regulation.



**Article (35)**
**Case administration outside the Meetings**

**a-** Outside the meetings dedicated to administer the case, the Case Administrator may not hear any clarifications made by any party unless in the presence of the other party.

**b-** The Case Administrator may accept any memoranda, papers or documents submitted by any party outside the meetings dedicated to administer the case, if such documents bear the receipt acknowledgment of the other party; otherwise, the Case Administrator may accept them provided that he/she/it notifies the other party thereof, without prejudice to the dates and periods stipulated in Article (30) of this Regulation.

**Article (36)**
**Agreement on Reconciliation**

**a-** The parties may request the Case Administrator to establish the reconciliation or any other agreement they reached in the minutes of meeting. The agreement shall be signed by them or by their representatives.

The minutes, after being signed by the parties or their representatives and by the Case Administrator, shall have the power of the executive document after observing the procedures stipulated in Article (88) of this Regulation.

**b-** If the parties agree on resolving the dispute through reconciliation, during the case administration period, half of the fee shall be reimbursed to the Plaintiff if it was paid, and the payment half of the fee shall be enforced on the Plaintiff if it is deferred.

**Article (37)**
**Duration of Case administration**

The duration of case administration, before the Case Administrator, should not exceed four months from the date of submitting the summons.
Pursuant to a resolution issued by the Chief Executive, and based on a justified request from the Case Administrator, this duration may be extended but should not exceed four months.

**Article (38)**
**Notifying the Date of the First Session before the Tribunal**

In the last meeting of the case administration, the Case Administrator shall notify the parties before him/her/it of the date fixed to refer the case to the Tribunal for hearing. The parties should confirm their notification on the original summons or in the minutes of meeting; otherwise, the absent parties shall be notified of the date through the same methods of notification stipulated in this regulation.

**Article (39)**
**Referring the Case to the Tribunal**

Upon completing the case administration, the Case Administrator shall prepare a report including the case facts, arguments, claims, defenses, evidence of parties, in addition to their submitted requests with respect to the evidentiary procedures. The Case Administrator should refer the case file to the Tribunal within three working days, enclosed with the aforesaid report.

## CHAPTER THREE
## Hearing The Case Before The Tribunal

### Section (1)
### Formation of the Tribunal and Incompetence of Members

**Article (40)**
**Formation of the Tribunal**

**a-** The Tribunal shall be formed out of three members within two months from the submittal of summons to the Chamber. The members shall be designated pursuant to a resolution issued by the Registrar, and the parties to the case shall receive a copy of the resolution upon the issuance thereof.

**b-** Three members shall form the Tribunal; two of them shall be judges whose names are included in the list stipulated in Paragraph (d) of this Article. The Tribunal shall be chaired by the senior judge, and shall include a member whose name is listed in the relevant table at the Chamber or at any institution accredited by the Chamber.



**c-** Notwithstanding paragraph (b) of this article both parties may agree Within one month from sending the summons to the Defendant, both parties may agree that each one of them appoints a member in the Tribunal, provided that they equally incur the fees and expenses of the two appointed members, without prejudice to Article (84) of this Regulation. The Tribunal shall be chaired by one of the judges whose names are included in the list stipulated in Paragraph (d) of this Article.

**d-** The Chief Executive shall prepare a list of judges who are delegated by the Supreme Judicial Council, upon the Minister's request, provided that each judge should be at least a judge at the High Court of Appeals.

**e-** The Tribunal members should be neutral and independent. Each member should, when designated as member, disclose to the Registrar any conditions or suspicions that may raise doubts about his/her/its neutrality or independence. If any such conditions or suspicions occur, after the member is appointed, he/she/it should disclose them to the Registrar.

**Article (41)**
**Incompetence of a Tribunal Member**

**a-** The Tribunal member shall be incompetent to hear the case and forbidden from hearing the same, even if he/she/it was not rejected by any party, in the following cases:

1- If the member is a party to the case heard by the Tribunal.

2- If the member has a kinship relationship, by blood or by marriage, up to the fourth grade with either party to the case or representative or defender thereof.

3- If the member has a personal interest in the case.

4- If the member expressed his/her/its opinion or pleaded for either party to the case or wrote in the case. In any of the aforementioned cases, the tribunal member shall resign from hearing the case, after obtaining the permission of the Supreme Judicial Council if the member is a judge or after notifying the chief executive if the member is not a judge.

**b-** The Tribunal members may not have kinship relations, by blood or by marriage, up to the fourth grade among themselves in case such relation exists between the members of the tribunal, one of them shall resign. In case such relation exists among all the members of the tribunal, two of them shall resign. The resignation shall take place after obtaining the permission of the Supreme Judicial Council if the member is a judge or after the notification of the chief executive if the member is not a judge.

**c-** If the member of the tribunal refrains from resignation in the cases mentioned in (a) and (b) of the article, any party of the case may submit to the tribunal an application requesting the recusal of such member. Such application of recusal shall be submitted and notified pursuant to the procedures of this regulation. The judgement of the tribunal in the application of recusal shall be final and non appealable by any means of challenges, without prejudice of the applicant's right in request of nullification against the tribunal's judgement as provided for under Clause (2) of Article (13) of the law.

**d-** Pursuant to Clause (2) of Article (13) of the Law, the work of the Tribunal member, in the cases stipulated in Paragraphs (a) and (b) of this Article, shall be considered as null and void, unless otherwise agreed by all parties.



**e-** If the Tribunal member faces any discomfort in hearing the case for any reason, even if he/she/it is competent to hear the case and has not been rejected for any reason, he/she/it may withdraw from hearing the case after requesting the authorization of the Supreme Judicial Council if the member is a judge, or notify the Chief Executive if the member is not a judge.

**f-** If any reason renders the Tribunal member incompetent or unable to proceed with the case hearing, another member shall be appointed in lieu of him/her/it, within thirty days from the emergence of the reason, in the same manner as the original member was initially appointed.

If the Tribunal member is among the members selected pursuant to Paragraph (c) of Article (40) of this Regulation, and if the party, who appointed him/her/it, did not select another member instead of him/her/it, the Registrar may appoint one of the members whose names are listed in the relevant table at the Chamber or at any institution accredited by the Chamber to replace him/her/it.

## Article (42)
## Secretary of the Tribunal

In addition to the Tribunal members, a secretary shall attend sessions to draft the minutes in his/her/its own handwriting or by using a computer, or audio and/or visual electronic devices. The Chairman of the Tribunal shall sign the minutes in his/her/its handwriting or electronically, as the case may be. The electronic minutes shall have the same authority as the official document.

## Section (2)
## Appearance and Absence before the Tribunal

### Article (43)
### Absence of All Parties to the Case

If all parties to the case were notified in person and did not attend the first session dedicated to the case hearing, the Tribunal should rule on the merits if the case is deemed fit for adjudication or dismiss the case. If parties are not notified in person, the Tribunal should defer the case hearing and the parties shall be notified of the date of the second session. If the parties do not appear in the second session, the Tribunal should rule on the merits if the case is deemed fit for adjudication or dismiss the case.

### Article (44)
### Absence of Either Party to the Case

**a-** If the Plaintiff attends the first session and the Defendant is absent despite being notified in person, the Tribunal should, upon the Plaintiff's request, proceed with the case hearing including ruling on the case. If the Defendant is not notified in person, the Tribunal should defer the case hearing, and the Defendant shall be notified of the date of the second session.

**b-** If the Defendant attends the first session and the Plaintiff is absent despite being notified in person, the Tribunal should, upon the Defendant's request, proceed with the case hearing or dismiss the case. If the Plaintiff is not notified in person, the Tribunal should defer the case hearing, and the Plaintiff shall be notified of the date of the second session.

### Article (45)
### Proper Notification of Parties

If either party to the case is not properly notified, or if no proper notification of the party was established, the Tribunal should defer the case hearing to a later session which shall be notified to all parties who were not notified or not properly notified.



### Article (46)
### Considering the Case as not existed

If the case remains dismissed for sixty days and no request is formulated by the Plaintiff or Defendant to proceed with the case, it shall be considered as not existed.
The Plaintiff or Defendant may return to the case after the dismissal thereof, by submitting a request to the Tribunal and settling the scheduled fee.

## Section (3)
## Proceedings and Order of Sessions

### Article (47)
### Controlling and Administrating Sessions

The task of controlling and administrating the hearing session shall be fulfilled by the Chairman of the Tribunal who shall be entitled, for that purpose, to expel from the hearing room anyone who violates its order.

### Article (48)
### Verifying the Summons Validity

The Tribunal should verify the validity of the summons, before hearing the case merits, at the first session dedicated to the case hearing. If the Tribunal notices an error or incompletion in the case, or an error in the estimated value of the case or fees, it shall order the Plaintiff to correct the error or complete the missing data or fee within no more than one month; otherwise, the Tribunal shall continue to hear the case as it is.

### Article (49)
### Submitting New Defenses, Pleas or Evidence

**a-** The parties to the case may not submit to the Tribunal any defense or plea which has not been already submitted during the case administration, within its specified term in the time schedule unless the plea pertains to public order or if that plea or defense is submitted to address conditions which have occurred or emerged following the relevant period stipulated in the time schedule or if any law permits the submission of that plea or defense at any stage of the proceedings

**b-** New evidence or request of evidentiary procedures may only be submitted to the Tribunal under its approval if it notices that the party did not submit the evidence or request of evidentiary procedures during the case administration, within its specified term in the time schedule, for reasons that are out of the party's control, or if that evidence or request is submitted to address conditions which have occurred or emerged following the relevant period stipulated in the time schedule.

**c-** If it is established to the Tribunal that any party was not notified of the first meeting or of the time schedule, and if that party has never appeared before the Case Administrator, the Tribunal should give the party enough time to submit his/her/its defense, pleas and evidence, in exception of the provisions of Paragraphs (a) and (b) of this Article.

**d-** If the Tribunal approves that new evidence or request of evidentiary procedures are submitted, pursuant to the Paragraphs (b) and (c) of this Article, it should also provide the other party with an opportunity to object to that evidence or procedure and prove the contrary thereof.

**e-** If the Tribunal notices that the defense, plea, new evidence or request of evidentiary procedures submitted by any party, pursuant to Paragraphs (a) and (b) of this Article, do not satisfy the conditions stipulated in the two aforesaid Paragraphs, it should not accept the documents submitted by the party in this respect.

**Article (50)**
**Public Hearing**

The hearing before the Tribunal shall be public unless the Tribunal decides, on its own initiative or at the request of any party, to make it confidential to preserve public order, respect morals or protect family's privacy.



**Article (51)**
**Translating the Statements of Parties or Witnesses**

Subject to Paragraph (a) of Article (5) of this Regulation, the Tribunal may hear the statements of parties or witnesses who do not know the language(s) used in the dispute resolution procedures by means of an interpreter who should first take the oath to provide an accurate and truthful translation or make an official statement undertaking to say the truth.

**Article (52)**
**Deleting Indecent Terms**

The Tribunal shall, on its own initiative, order to delete terms that are irrelevant or violate morals or public order from any paper or memorandum of the case.

**Article (53)**
**Appearance of Parties in Person before the Tribunal**

The Tribunal may order that the parties appear in person at a session scheduled for that purpose. If the party requested to appear before the Tribunal has a reasonable excuse which prevents him/her/it from appearing, the Tribunal may relocate or delegate any of its members to hear the statements of that party on a date scheduled for that purpose. The Secretary of the Tribunal should notify the other party of that date and draft a record including the parties' statements. The record shall be signed by the Chairman of the Tribunal or delegated member, as the case may be.

**Article (54)**
**Hearing the Case outside Hearing Sessions**

**a-** The Tribunal may not hear any clarifications expressed by any party, outside the sessions specified for the case hearing, unless in the presence of the other party.

**b-** Subject to the provisions of Article (49) of this Regulation, the Tribunal may accept, from a party to the case, any memoranda if they are marked with an acknowledgment receipt by the other party; otherwise, the Tribunal may accept such memoranda provided that the other party is notified thereof.

## Section (4)
## Summary claims, Interim and Precautionary Procedures

### Article (55)
### Jurisdiction of the Designated Judge

**a-** The Designated Judge shall hear the summary claims filed with respect to the original claim as well as the interim and precautionary claims, if the claim is submitted between the case filing and the Tribunal formation, or in the exceptional cases which may prevent the Tribunal from hearing such claims.

**b-** The Designated Judge shall refer to the Tribunal, upon its formation, all unsettled claims and complaints.

**c-** Upon its formation, the Tribunal shall hear all summary claims filed with respect to the original claim as well as interim and precautionary claims.

### Article (56)
### Summary Claims filed with respect to the Original Claim

**a-** The Designated Judge or Tribunal, as the case may be, shall settle matters temporarily without prejudice to the original right in the summary matters that are filed with respect to the original claim and are exposed to prescription.

**b-** Unless the original summons of the case includes the summary matters that are filed with respect to the original claim, summary matters shall be filed, as per a summons, to the Chamber, pursuant to the file casing procedures stipulated in this Regulation.

**c-** The Plaintiff shall be notified of the session scheduled to hear the summary case, upon filing the same, with the Plaintiff's receipt acknowledgment on the summons, within no less than twenty four hours. In extreme emergency cases and pursuant to an order issued by the Designated Judge or Tribunal, as the case may be, the said duration may be reduced to be on an hourly basis. The other parties shall be notified of the summons and of appearance.



### Article (57)
### Precautionary Measures before Case Filing

**a-** Before filing the case or requesting the issuance of a payment order, pursuant to this Regulation, the creditor may, if the dispute is within the Chamber's jurisdiction, request the Designated Judge to impose the provisional seizure on the debtor's funds in the event where the creditor fears losing his/her/its right.

**b-** The provisional seizure shall be requested through a summons filed pursuant to this Regulation. The summons should include a detailed statement of the funds to be seized, and the Designated Judge shall reject the request if he/she/it notices, based on the papers, that the Chamber is not competent to hear the dispute.

**c-** The Designated Judge may expedite the issuance of the order, mentioned in Paragraph (a) of this Article, without notifying the other party. The Designated Judge may also conduct a brief investigation, before issuing the order, if the documents supporting the request are not satisfactory.

**d-** The debtor should be notified of the request and decision within three working days from the date of issuance of the resolution, pursuant to Paragraph (a) of this Article.

**e-** The creditor, if his/her/its request is rejected by the issued order, and the person against whom the order is issued shall be entitled to file a grievance to the Designated Judge within eight days from the date of issuance of the order. With regard to the person against whom the order was issued, this period shall only be counted from the date of his/her/its notification of the order. The Designated Judge shall invoke, amend or revoke the order, and the decision about the grievance shall be final and not subject to challenge.

**f-** The creditor shall, within fifteen days after the seizure is imposed, pursuant to this Article, file to the Chamber the case or request of the payment order, and the validity of seizure; otherwise, the seizure shall be considered as does not exist.

**g-** If the conditions for issuing a payment order are satisfied in the debt, pursuant to Article (12) of this Regulation, and if the debtor files a grievance against the order of seizure, and if the grievance pertains to the original right, the Designated Judge should not issue a payment order and should refer the papers to the Chamber to administer and hear the case pursuant to this Regulation.

**Article (58)**
**Interim and Precautionary Measures after Case Filing**

**a-** The Plaintiff may request the Designated Judge or Tribunal, as the case may be, to issue an order to:

1- Prevent the Defendant from traveling, when there are serious reasons to believe that the Defendant may flee from the litigation, unless the Defendant submits to the Designated Judge or Tribunal, as the case may be, a reasonable guarantor or monetary security which is estimated by the Designated Judge or Tribunal, as the case may be, to secure the execution of the judgement rendered against the Defendant in the case.

2- Impose the provisional seizure on all or some of the Defendant's funds, if the Plaintiff has serious reasons to believe that the Defendant may flee, take his/her/its money abroad or dispose it with the intention of impeding or delaying the execution of any judgement or decision issued against him/her/it.

**b-** Unless the original summons includes the requests of ordering the interim and precautionary measures stipulated in Paragraph (a) of this Article, the request of order shall be submitted by filing a summons pursuant to the provisions of this Regulation.

**c-** The Designated Judge or Tribunal, as the case may be, may expedite the issuance of the order stipulated in Paragraph (a) of this Article, without notifying the other party.



**d-** The Defendant should be notified of the request of ordering interim and precautionary measures and of the decision issued by the Designated Judge or Tribunal, as the case may be, within three working days from the date of issuance of the decision.

**e-** The Plaintiff, if his/her/its request is rejected by the issued order, and the person against whom the order is issued, shall be entitled to file a grievance to the Designated Judge or Tribunal, as the case may be, within eight days from the date of issuance of the order. With regard to the person against whom the order was issued, this period shall only be counted from the date of his/her/its notification of the order. The Designated Judge or Tribunal, as the case may be, shall support, amend or revoke the order, and the decision about the grievance shall be final and not subject to challenge.

**Article (59)**
**Appointing a Receiver on the Seized Funds**

a- The Designated Judge or Tribunal, as the case maybe, may order, at the request of any party, to appoint a receiver on the seized funds pursuant to the provisions of Articles (57) and (58) of this Regulation. The receiver shall be in charge of preserving and administrating the funds, and shall submit an account thereon to the Designated Judge or Tribunal, as the case may be. The request of order of appointing a receiver on the seized funds shall be submitted through a summons that shall be filed and notified pursuant to this Regulation.

b- The judgement issued, with respect to the receivership, shall determine the receiver's obligations, rights and power. The receiver may collect a remuneration which is decided by the Designated Judge or Tribunal, as the case may be.

c- The receivership shall be terminated by agreement among the parties or by a judgement rendered by the Designated Judge or Tribunal, as the case may be. In this case, the receiver should restitute the assets, entrusted to his/her/its receivership, to the person selected by parties or appointed by the Designated Judge or Tribunal, as the case may be, and should submit an account of his/her/its administration, supported with documents.

## CHAPTER FOUR
## Causes Of Action, Merits, Parties Of The Case, And Incidental Claims
### Section (1)
### Scope of the Case, merit, and Multiple Parties

**Article (60)**
**Scope of the Case**

The scope of the case shall be originally determined, in terms of its merits, causes of action or parties, through the original claims included in the summons, subject to the provisions of this Chapter.

**Article (61)**
**The Case involving more than one Cause of Action**

If the case involves many causes of action, and if the Tribunal considers that it cannot settle them properly altogether, it may decide to examine each cause of action separately or issue the decision it deems appropriate.

**Article (62)**
**Multiple Parties to the Case**

If the Tribunal considers that having multiple parties to the case will generate confusion or delay in its examination process, it may request the Plaintiffs to divide the case into several claims among them, or it may decide, on its own, to render separate judgements in the case, or it may issue the decision it deems appropriate.

The Tribunal shall render its judgement to one Plaintiff or more, according to each Plaintiff's rights in the case, and against one Defendant or more according to each Defendant's obligation.

### Section (2)
### Incidental Claims and Counterclaims

**Article (63)**
**Incidental Claims by the Plaintiff**

The Plaintiff may, during the case administration and within its specified term in the time schedule, submit the following incidental claims pertaining to the case merits:

1- Correcting or amending the original claim to address conditions which have occurred or emerged following the case filing.



2- Adding or changing the cause of action while maintaining the merits.

3- Submitting as complimentary to the original claim or as a result thereof or as indivisibly linked thereto.

**Article (64)**
**Incidental Claims and Counterclaims by the Defendant**

The Defendant, during the case administration and within its specified term in the time schedule, submit incidental claims or counterclaims as follows:

1- A claim for judicial setoff.

2- A claim for compensation to any damage incurred by the Defendant as a result of the original case or any procedure thereof.

3- Any claim of which the consequence of accepting it is that all or part of the Plaintiff's claims are not be settled or settled with constraints in favor of the Defendant.

4- Any claim that is indivisibly associated with or linked to the original case.

**Article (65)**
**Authorization to Submit Incidental Claims or Counterclaims**

**a-** The Tribunal may allow the Plaintiff or Defendant to submit any incidental claims or counterclaims stipulated in Articles (63) and (64) of this Regulation, provided that they are submitted to address conditions which have occurred or emerged following the relevant period dedicated to submitting such claims in the time schedule.

**b-** If the Tribunal considers that the incidental claims or counterclaims, submitted by the Plaintiff or Defendant pursuant to Paragraph (a) of this Article, do not satisfy the conditions stipulated therein, it should reject such incidental claims and counterclaims.

**Article (66)**
**Procedures for Submitting Incidental Claims and Counterclaims**

The incidental claims or counterclaims, stipulated in this section, shall be submitted by a summons filed and notified pursuant to the provisions of this Regulation.

**Article (67)**
**Ruling on Incidental Claims and Counterclaims**

The Tribunal shall rule on incidental claims or counterclaims simultaneously with the original claim, whenever possible; otherwise, it shall first rule on the incidental claim following the examination thereof.

**Section (3)**
**Joinder and Intervention**

**Article (68)**
**Intervention in the Case**

Any interested party may intervene in the case by joining one of the parties or by requesting a ruling in his/her/its favor as per a claim associated with the case.

**Article (69)**
**Joinder of Third Parties**

Either party to the case may, during the case administration and within its specified term in the time schedule, may request joinder of any person who might have a capacity to be a party in the case upon filing thereof

**Article (70)**
**Requests for joinder of Third Parties**

**a-** If the Defendant claims having a right of recourse against a person, who is not party to the case, to recover an amount of money there from, he/she/it may, during the case administration and within its specified term in the time schedule, submit a request specifying the type and causes of his/her/its claim and requesting the joinder of the said person as a party to the case.



**b-** Either party to the case may, during the case administration and within its specified term in the time schedule, request a third party's joinder to oblige the latter to produce a document or an official copy thereof, if the document is under the third party's control.

**c-** If the Tribunal accepts any of the requests stipulated in Paragraphs (a) and (b) of this Article, it shall order the requesting party to allow for the joinder of that person as a party to the case.

**d-** The Tribunal may, on its own, order the joinder of any person deemed as jointly associated with either party to the case, or any person who may be affected by the judgement in the case, if it has serious evidence on the existence of conspiracy, fraud or default by the parties. The Tribunal shall order any of the parties to allow for the required joinder of that person as a party to the case.

**Article (71)**
**Authorizing Requests for joinder and Intervention**

The Tribunal may authorize the Plaintiff or Defendant to submit any of the requests stipulated in Articles (69) and (70) of this Regulation, provided that such requests are made to address conditions which have occurred or emerged following the relevant period dedicated to submitting such requests in the time schedule.

**Article (72)**
**Procedures of Submitting Requests for Joinder and Intervention**

The requests, stipulated in this section, shall be submitted by filing and notifying a summons pursuant to the provisions of this Regulation.

**Article (73)**
**Ruling on Requests for Joinder and Intervention**

The Tribunal shall rule on the request for joinder or intervention and the original case simultaneously, whenever possible; otherwise, the Tribunal shall rule on the request for joinder or intervention after ruling on the original case.

## CHAPTER FIVE
## Suspension, Abandonment, Interruption, Lapse And/Or Termination Of Litigation

### Article (74)
### Suspension of the Case

a- The Tribunal may order to suspend the case if it decides to lay down the adjudication on the case merits on the settlement of another matter on which the adjudication depends. When the reason for suspension disappears, the case shall be resumed from the point where it was originally suspended.

**b-** The case may be suspended, at the request of the parties who agree on discontinuing the case, for a period not exceeding six months at the latest from the approval of their agreement by the Tribunal, or by the Designated Judge if the agreement is submitted during the case administration and prior to the formation of the Tribunal. If the case is not reactivated within eight days following the expiry of the period, the case shall be considered as abandoned by the plaintiff.

**c-** If any member of the Tribunal, while proceeding with the case hearing procedures, is no longer competent or able to continue hearing the case, the case shall be suspended until that member is replaced by another, pursuant to the procedures stipulated in Article (40) of this Regulation. The case shall then be resumed from the point where it was suspended. The Tribunal may, on its own initiative or at the request of either party to the case, reexamine the case and summon again all of any of the witnesses.

### Article (75)
### Abandonment of Litigation

**a-** The plaintiff may abandon litigation, at the request of the Case Administrator or Tribunal, as the case may be, and shall notify the other party of his/her/its abandonment after establishing it in the session record.

**b-** The litigation shall not be abandoned after the defendant expresses his/her/its requests, unless with his/her/its consent. As a result of abandonment, all the case proceedings, including the summons, shall be cancelled except for the right upon which the case was filed.



**c-** The Tribunal shall rule that the party abandoning the case should pay the fees and expenses, if the request of abandoning the litigation is submitted thereto. If the request is submitted during the case administration and prior to the formation of the Tribunal, the Case Administrator should submit the request to the Designated Judge who shall rule that the party abandoning the case should pay the fees and expenses.

### Article (76)
### Interruption of Litigation

**a-** The litigation shall be interrupted as a result of death or loss of capacity of either party to the case or loss of legal status of any representative litigating on behalf of the party, unless the case is heard before the Tribunal and valid for adjudication upon its merits.

**b-** If any of the reasons for interruption, stipulated in Paragraph (a) of this Article, occurs, and if the case is valid for adjudication upon its merits, the Tribunal may rule on the case pursuant to the final statements and requests, or may defer it at the request of the representative of the deceased party or the party who lost his/her/its capacity to litigate or who lost his/her/its legal status, or at the request of the other party to the case. The case shall be considered ready for adjudication on its merits when the parties have expressed their final statements and requests at the hearing session before the death or the loss of capacity or loss of legal status.

**c-** The litigation shall not be interrupted as a result of the attorney's death in the case and as a result of the expiry of his/her/its power of attorney through dismissal or resignation. The Tribunal shall give an appropriate period to the party whose attorney passed away or whose power of attorney has expired, if the party has appointed a new attorney within fifteen days following the expiry of the first power of attorney.

**d-** All dates, which were in force against the parties before interruption, shall be cancelled, and any proceedings

made during the period of interruption shall be considered as null and void.

**Article (77)**
**Lapse of Litigation**

**a-** If the suit proceedings are discontinued due to the action or omission of the plaintiff, every interested party to the case may request the lapse of litigation, after the elapse of one year from the last proper action of the suit proceedings. The duration of the lapse of litigation, in interrupted cases, shall start only as from the day that the party requesting the lapse of litigation notifies the successors of the deceased or subrogates of the party who lost his/her/its capacity in the case was filed between him-/her-/it-self.and the principal.The duration of lapse shall apply to all persons, even if they are not legally competent or do not have full legal capacity.

**b-** The petition for the lapse of litigation shall be submitted to the Tribunal. This petition may be submitted as a form of defense, if the plaintiff filed his/her/its case after one year. The petition shall be submitted against all plaintiffs; otherwise, it is not acceptable. If the petition was submitted by one party, all other parties shall take advantage thereof.

**c-** The judgement of lapse of litigation shall result in the lapse of all litigation-related judgements which were issued in the procedure of proof and all litigation procedures including the summons. However, it does not forfeit the right on the merits, the litigation-related decisive judgements, the procedures prior to such judgements or decisions made by the parties to the case or the oaths that they have made. Such lapse shall not forbid the parties from holding to the completed investigation procedures and Experts actions, unless they were null and void.

**Article (78)**
**Termination of Litigation**

In all cases, litigation shall terminate after the elapse of five years from the last proper procedure.



**CHAPTER SIX**
**Judgements**

**Article (79)**
**Deliberation and Judgement Issuance**

**a-** Deliberation of judgements shall be kept confidential. Judgements shall be passed by majority of opinions. If the majority of votes are not obtained, and there are more than two opinions, a judge shall be appointed in accordance with the procedures stipulated in Article (40) herein to cast the decisive voice.

**b-** The Tribunal shall pronounce the judgement by reading the text of the Judgement in a public hearing.

**Article (80)**
**Deposit of the Draft Judgement**

In all cases, the draft judgement including the recitals and text of the judgement and signed by the members of the Tribunal shall be deposited in the case file upon pronouncing the judgement, otherwise the judgement is deemed void in accordance with the provisions of Clause (2), Article (13) of the Law.

The draft judgement shall be deposited in the case file, and no copies thereof shall be given. The parties to the case may peruse it until the original judgement copy is completed, in the presence of the Secretary of the Tribunal.

**Article (81)**
**The Judgement Pronounced by the Tribunal**

**a-** The judgement shall be written and dated and it shall include:

1- The names and signatures of the members of the Tribunal, if a member of the Tribunal refuses to sign the judgement or has a cause preventing him/her/it from signing it, it should be mentioned therein, the judgement is deemed valid if it was signed by the two other members.

2- The names, titles, capacities and nations of each party to the case, their attendance and absence and the names of their attorneys, if any.

3- The summary of the claims, defense or objections presented by the parties to the case and the actual facts, legal arguments and stages of the lawsuit.

4- The recitals and text of the judgement.

**b-** Deficient factual causes of the judgement or serious error in the names of the parties and their capacities, the non-statement of the names and signatures of the members of the Tribunal in accordance with Paragraph (a) of the present Article shall cause the judgement to become void pursuant to the provisions of Clause (2) of Article (13) of the law.

**Article (82)**
**Omission of Claims and Interpretation of Judgements**

**a.** If the Tribunal omits to rule on some objective claims, the concerned party may submit to the Chamber through a summons filed and notified pursuant to the provisions of this Regulation, in order to consider and rule on such claims before the Tribunal.

**b.** The parties may request an interpretation of what occurs in the text of judgment from ambiguity or uncertainty, the request shall be submitted to the tribunal through a summons filed and notified pursuant to the provisions of this regulation. The interpreted judgment is considered complimentary to the judgment it interprets.

**Article (83)**
**Rectification of Material Misstatements in the Judgement**

**a-** The Tribunal shall rectify the mere material misstatements, either written or mathematical, that appear in its judgement; by a decision that it issues on its own initiative or at the request of a party to the dispute without pleadings. The rectification shall be made on the original copy of the judgement and signed by the members of the Tribunal.

**b-** The decision of rectification may be challenged, if the Tribunal exceeds therein its right stipulated in Paragraph (a) of this Article, before the Court of Cassation in accordance with the provisions of Article (13) of the law.



The decision rejecting the rectification may not be challenged independently.

**Article (84)**
**Ruling on the Case Expenses**

**a-** The Tribunal shall, upon issuance of the judgement that terminates the litigation before it, rule on its own on the case expenses. The Tribunal shall rule on the expenses of the case, including the attorney fees, against the case looser. If there is more than one looser, the expenses are divided among them proportionally to the interest of each one of them in the case, as per the estimates of the Tribunal. They are not bound to act jointly unless they applied jointly in their adjudicated initial obligation.

**b-** The parties to the case shall attach a statement of the case expenses and attorney fees to the case file. If estimations were omitted in the judgment, the Tribunal shall order to bind the party to pay the expenses after hearing his/her/its statements, based on a claim supported by documents and presented by the concerned parties. The Tribunal shall determine the expenses and attorney dues and order payment thereof.

**c-** The denier or whoever claims that the handwriting, seal, signature or fingerprints are false shall bear the costs of their verification, if it was found in the investigation and confrontation results that his/her/its claim or denial is invalid.

**d-** The intervener shall bear the costs of the intervention if he/she/it has independent claims and his/her/its intervention was dismissed or his/her/its claims were rejected.

**e-** The Tribunal may rule to bind the plaintiff to fully or partially pay the costs, if the defendant admitted the claim, if the plaintiff caused the disbursement of unneeded expenses, if the plaintiff let the defendant unaware of his/her/its decisive documents in the case or the content of such documents.

**f-** If both parties to the case failed in some claims, the judgement may state that each party shall bear the

expenses that it paid, divide the expenses between both parties according to the estimates of the Tribunal's judgement. The Tribunal may also order one party to pay all the expenses.

## CHAPTER SEVEN
## Miscellaneous Provisions

### Article (85)
### Settlement Offer during the Course of the Proceedings

**a-** The settlement offer may be made during the case administration or consideration before the Tribunal, in the case may be, without procedures if the person to whom the offer is directed is present by him-/her-/it-self. or by an attorney authorized to accept or reject the offer. Upon rejection, the funds are handed over to the Case Administrator or Secretary of the Tribunal, as the case may be, to deposit it into the Chamber's Treasury. The Case Administrator shall make a minute of the deposit noting the parties' statement regarding the settlement offer and its rejection. If the offer to be settled is not money, the plaintiff shall ask the mandated judge or Tribunal, as the case may be, to appoint a receiver for custody purposes or selling it in auction. The appointment of a receiver shall be made by a summons filed and notified pursuant to this regulation. If the settlement offer stays existing and valid until the judgment of the merits, the judgement shall rule on the validity or nullity of the settlement offer and deposit.

**b-** The creditor may accept a settlement offer that he/she/it already rejected and receive what was deposited for him/her/it in the Chamber's Treasury; he/she/it shall give the Chamber or the receiver a quittance of the money he/she/it received. Upon receipt by the creditor, the debtor shall be discharged of all money and items subject to the settlement offer as from the date of their deposit.

**c-** The judgment of the validity of the offer settlement and deposit shall cause the cessation of interests and the



creditor shall bear the effects of the depreciation of the items that are subject to receivership, their damage as from the deposit date or the order to appoint a receiver thereon or sell them. The creditor, against whom the validity of the settlement offer and deposit is decided and the debtor's discharge is given or who receives what is due to him/her/it after his/her/its rejection, shall be bound to pay the fees decided by law and the costs of receivership or sale procedures.

**d-** The offer may not be declined or the deposited items recovered after the creditor accepts this offer.

However, if the creditor accepts the debtor's decline of the offer, in this case, such creditor cannot subsequently hold the warranties that keep his/her/its right; the parties to the debt and the underwriter are discharged.

**e-** The stipulated rules of the stipulated fees shall apply to the procedures of settlement offer and deposit.

### Article (86)
### Getting a Duplicate of the Judgement, Order or Minutes

Every concerned party who is subject to a judgement or order issued by the Tribunal shall get a duplicate of this judgement or order or any minutes of the sessions. Such duplicate shall be given to him/her/it if he/she/it requests it and the Tribunal approves his/her/its request after the stipulated fees are settled.

### Article (87)
### The Objection of the Non Party to the Litigation against the Judgement issued on the Case

**a-** In cases where the judgement issued on the case runs against or damages a person and he/she/it was never joined or intervened in the case, such person has the right to object this judgement unless his/her/its right ceases by prescription. The objection-claim shall be submitted to the Bahrain Chamber for Dispute Resolution in a summons filed and notified pursuant to the provisions of this Regulation.

**b-** The objection to the judgement shall cause the Tribunal to consider the litigation once again; the only beneficiary of the judgement of the objection is whoever referred it.

**c-** The objection to the judgement shall not cease the performance thereof unless the Tribunal orders to cease the enforcement for serious causes.

### Article (88)
### Giving the Self-Executive Formula

The self-executive formula is given to the judgements, orders, decisions and reconciliation minutes through the Registrar, after the verification of their conformity to the original copies deposited in the case file, by annotating them with the following expression "an original copy was handed over for enforcement" and sealing them with the seal of the Chamber.

The executive formula of the judgement shall be given only to the party interested in its enforcement after the settlement of the stipulated fees.

### Article (89)
### Nullity of the Tribunal Judgement

The judgement of the Tribunal shall not be considered null except in the cases expressly provided for in the list below, the judgement may be challenged with nullification before the Court of Cassation in accordance with the provisions of Article (13) of the Law.

### Article (90)
### Malicious Acts in the Case or Defense

If the intent of the case or defense therein is merely malicious, whoever intended to do malicious acts may be ordered to pay indemnification.



## CHAPTER EIGHT
## General Provisions

### Article (91)
### Proof Criteria

**a-** The creditor shall have the onus of proving the obligation; the debtor shall prove its release.

**b-** The facts to be proved should be related to the case, sequent therein and acceptable.

**c-** Subject to the provisions of Paragraphs (b) and (c) of Article (49) of this Regulation, neither party to the case may submit to the Tribunal new evidence or request any procedure of proof unless previously submitted in the case administration within its specified term in the time schedule.

### Article (92)
### Commencement of the Procedure of proof

**a-** The Tribunal shall commence the procedure of proof and may mandate one of its members to commence a procedure of proof. If the Tribunal mandates one of its members to commence a procedure of proof, it shall determine a deadline that does not exceed three weeks to commence this procedure and another deadline to complete it. The Tribunal may allow the extension of such term, when necessary.

**b-** If the Tribunal mandates one of its members to commence a procedure of proof, the mandated member shall be competent to perform all proof procedure related matters for the procedure to which he/she/it is mandated including the signature of minutes that require the signature of the chairman and ruling on the fines in accordance with the provisions of this Regulation.

**c-** If the completion of the procedure requires more than one session, the minutes shall state the postponed day and hour to which the reason is adjourned and no need to notify the absent of this delay if he/she/it was informed or attended the commencement of the previous procedure.

**d-** The proof procedure-related counter-claims shall be submitted to the Tribunal or the mandated member, as the case may be. Counter-claims that were not presented to the mandated member may not be raised before the Tribunal; his/her/its decisions on such matters shall be enforceable without prejudice to the right of the parties in the presentation of such matters to the Tribunal upon consideration of the case.

**e-** If the mandated member referred the case to the Tribunal for any reason whatsoever, an earliest session shall be dedicated thereto; the parties who are absent shall be informed of the session date through the Secretary of the Tribunal.

### Article (93)
### The Judgements and Orders that are issued in the Procedure of proof

**a-** The judgements that are issued on the procedure of proof shall not be grounded, unless they include a decisive judgement.

**b-** The text of the judgements that are issued on the procedure of proof shall be notified to the persons who did not attend the session pronouncing judgements. The orders that are issued on the determination of the proof procedure date shall be notified as well, if the date was fixed in the absence of the parties or in a session that was not notified to the parties, otherwise the procedure is deemed null and void.

**c-** The Tribunal may digress from the judged procedures of proof provided that it sets the reasons for its digression in the minutes. It may choose not to accept the outcome of the procedure provided it gives the reasons for this in its judgement.

### Article (94)
### Electronic Documents, Records and Signatures

The provisions of the law on Electronic Transactions shall apply to all electronically-made documents and electronic records and signatures.



## CHAPTER NINE
## Written Evidence

### Section (1)
### Official Documents

### Article (95)
### Definition of an Official Document

**a-** An official document is the document in which, a civil servant or a person in charge of a public service stipulates what he/she/it performs or receives from the concerned parties, in accordance with the legal conditions and within his/her/its authority and competency.

**b-** If such documents did not acquire an official status, they shall only have the value of private documents if the concerned parties affixed their signatures, seals or fingerprints to such documents.

### Article (96)
### Determination of Official Documents

Official documents have public determinative effect with the matters stipulated in them by their issuer within the limits of his/her/its mandate, or the matters by the concerned parties occurred in his/her/its presence, unless it is legally determined that such documents are forged. As for the statements or declarations of concerned parties, they may be proved invalid by ordinary means according to general rules.

### Article (97)
### Determination effect of Official Documents copies

**a-** If the original copy of the official document is available, the written or photocopied official copy thereof shall have determinative effect as far as it is identical to the original copy.

**b-** The copy is considered identical to the original unless contested by either party to the case in the case administration within its specified term in the time schedule. In such case, the copy is compared to the original provided that it is done in the presence the parties.

**c-** If the original copy of the Official Document is not available, the Official Document shall be considered in determinative effect in the following cases:

**1-** The original official copy, either self-executing or not, shall have the same determinative effect of the original when its external appearance does not give room to doubts as to its identical aspect.

**2-** The Official Copy taken from the original copy shall have the same determination effect. However, in such case, either party to the case may request during the case administration, within its specified term in the time schedule, to compare it against the original copy from which it was taken.

**3-** The official copies of the copies taken from the original copy shall not be taken into consideration except for comfort purposes according to the conditions.

**Section (2)**
**Private Documents**

**Article (98)**
**The Private Document**

**a-** The private document is considered issued by it signatory unless he/she/it expressly denies the handwriting, signature, seal or fingerprint attributed to him/her/it.

**b-** The heir or successor is not required to deny, it is sufficient that he/she/it takes an oath that he/she/it does not know if the handwriting, signature, seal or fingerprint belongs to the person from whom he/she/it received the right.

**c-** A party against whom a private document is presented and submits his/her/its arguments on the grounds thereof, his/her/its denial of handwriting, signature, or fingerprint on that document shall not be accepted



**Article (99)**
**Proving the Date of the Private Document**

**a-** The private document is not argumentation against others on the date thereof unless it has a fixed date. The document has a fixed date in the following cases:

1- From the date of its registration in the register that is prepared for that purpose.

2- From the date that its content is stipulated in another paper with a fixed date.

3- From the date that it is annotated by a competent civil servant.

4- From the date of the death of one of the person's handwriting, signature, seal or fingerprint may have a recognized effect on the document or from the date it becomes impossible to such person to write or fingerprint for some illness in his/her body.

**b-** The Tribunal, according to the circumstances, may not apply the provision of this Article to discharges.

**Article (100)**
**Determination Effect of Letters, Telegrams and Correspondence**

**a-** The signed letters shall have the value of a private document in terms of proof. Telegrams, Telex and Fax correspondence shall have the same value if its original copy deposited in the place of issuance is signed by the sender, a representative of the sender or the person mandated by him/her/it to send it.

**b-** Telegrams, Telex and Fax correspondence are considered identical to the original until proved otherwise. If the original is not available, it shall not be taken into consideration except for familiarity purposes

**c-** If the original copies of telegrams and correspondents are destroyed, copies thereof shall not be relied upon except for comfort purposes.

**Article (101)**
**Determination of Commercial Books**

**a-** Traders' books have no determinative effect against non-traders. However, the data in connection with traders' supplies may be considered by the Tribunal for the purpose of directing of complimentary oath to any of the parties.

**b-** Traders' books shall be used as evidence with determinative effect against them, if such books are regular, whoever wants to remove them as evidence against him-/her-/it-self.may not divide its content and exclude the content that is against his/her/its case.

**c-** If entries in regular books of two traders are different, the Tribunal may decide to drop both data or take either one, as the case may be in the case conditions.

**d-** If either traders referred to the books of the other trader and previously acknowledged its content, the Tribunal may direct the complimentary oath to him/her/it about the validity of his/her/its case if the party refrained, without justification, from showing his/her/its books.

**Article (102)**
**Annotation of the Debt Instrument**

The annotation of a debt instrument that can be used as debtor's discharge shall serve as argumentation against the creditor until proof to the contrary, even if he/she/it did not sign the annotation as far the instrument is still in his/her/its possession. This is also the case if the debtor evidenced by his/her/its handwriting without signature what can be used as debtor's discharge in the original copy of the instrument or quittance, and the creditor holds the copy or quittance.

**Section (3)**
**Claims to Submit Documents, Information and Documentation and Expose Items**

**Article (103)**
**Obliging the Party to Present the Documents in his/her/its Possession**

**a-** Either party to the case may, if he/she/it submitted a claim during the case administration within its specified



term in the time schedule, oblige the other party to present any documents resulting from the case that he/she/it holds in the following cases:

1- If it is legally accepted to ask him/her/it to submit or deliver them.

2- If they are common between him/her/it and the other party, documents are common, especially if they are issued for the benefit of both parties or if they are evidentiary to their mutual obligations and rights.

3- If the other party referred to them at any stage of the case.

**b-** In the claim mentioned in Paragraph (a) of this Article should appear:

1- The document's specifications.

2- The document's contents detailed as much as possible.

3- The fact which the document proves.

4- The evidence and conditions supporting the documents held by the other party.

5- The aspect obliging the other party to present documents.

**c-** The claim is not accepted if it is not subject to the provisions stipulated in Paragraph (a) and (b) of this Article.

**d-** If the plaintiff evidenced his/her/its claim referred to in Paragraph (a) of this Article, and the other party acknowledged that the document is in his/her/its possession or kept silence, the Tribunal shall order to submit the document promptly or as it determines at the earliest time. If the party denies and the plaintiff does not present adequate proof to the validity of the claim, the denying party shall take an oath that the document does not exist, or he/she/it does not know if it exists, where it is and did not hide it or neglect searching for it to deprive the plaintiff from referring thereto.

**e-** If the party does not present the document on the time determined by the Tribunal, or does not take the said oath, the document copy presented by the plaintiff shall be deemed identical to the original. If such party did not present the document copy yet, his/her/its declaration may be taken into consideration in terms of its form and subject.

**f-** If a document was presented for evidentiary fact finding in the case, it may not be withdrawn except by an authorization of the Tribunal upon a written request from the party who present it, after a duplicate is deposited in the case file and annotated by the Secretary of the Tribunal that it is identical to the original.

**Article (104)**
**Administrative authorities presentation of Information and Documents**

The Tribunal may ask the administrative authorities to present in writing the information and documents that are necessary for the course of the proceedings, provided that the presentation of such information or documents does not violate the law or damages the public interest.

**Article (105)**

Obliging third party Expose the Items in their Possession or Acquisition

**a-** The Tribunal may order, if either party to the case submitted a request during the case administration within its specified term in the time schedule, that whoever possesses or acquires something to undertake to expose it to the plaintiff whenever examination thereof is necessary to determine the case. In case of instruments or other papers, the Tribunal may order to expose them to the plaintiff and present them to the Tribunal or present copies thereof that are annotated by the Secretary of the Tribunal that they are identical to the original after perusal thereof, when need arises.

**b-** The Tribunal may refuse to issue an order to expose the item if whoever acquires it has a legitimate interest in refraining from exposing it, or the party to the case did not apply to oblige others to expose the items that they



possess or acquire during the case administration within its specified term in the time schedule.

**c-** The item may be exposed at the place where it is at the time agreement unless the Tribunal determines another place. The applicant shall settle prior payment of its costs and the Tribunal may attach the exposition thereof to the presentation of a guarantee to ensure to whoever possesses or acquires it the compensation of any damage that it may suffer due to the exposition.

**Section (4)**
**Proving the Validity of Documents**

**Article (106)**
**Losing the Value of the Document in the Proof**

**a-** The Tribunal may estimate the effects of scraping, erasing, stuffing and other material defects in the document on losing or reducing the value of the document in the proof.

**b-** If the validity of the document is questioned by the Tribunal, it may, on discretion its own, ask the employee or whoever issued it to clarify the truth in it.

**c-** The denial of handwriting, seal, signature or fingerprint applies to unofficial documents; while the allegation of forgery applies to all official and unofficial documents.

**Article (107)**
**Denial of Handwriting, Signature, Seal or Fingerprint**

**a-** The person to whom the document refers may deny his/her/its handwriting, signature, seal or fingerprint in the case administration within its specified term in the time schedule.

**b-** If the person to whom the document refers denies his/her/its handwriting, signature, seal or fingerprint, or his/her/its heir or successor takes an oath that he/she/it does not know if the handwriting, signature, seal or fingerprint of whomever he/she/it received the right

from in accordance with the provisions of Paragraph (b) Article (98) of this Regulation, and that the document is effective in the dispute and the case facts and documentation are not sufficient to form the Tribunal's vision as to the validity of the handwriting, signature, seal or fingerprint, the Tribunal shall decide to investigate by confrontation, listening to the witnesses or both.

**c-** A report shall be issued showing adequately the condition and specifications of the document and the Chairman of the Tribunal shall sign the report and the document.

**Article (108)**
**Confrontation Procedures**

**a-** The text of the judgement issued to investigate by confrontation shall include:

1- The mandate of a member of the Tribunal to commence investigation by confrontation, if the Tribunal thinks it is appropriate
2- The appointment of an Expert or three Experts

3- The determination of the day and time of the investigation by confrontation.

**b-** The Secretary of the Tribunal shall appoint the Expert to appear before the Tribunal on the scheduled day and time for the commencement of the investigation by confrontation.

**c-** The parties to the case shall appear on the time referred to in clause (b) of this Article to present their confrontation papers and agree on the valid papers for that purpose. If the proof-mandated party failed to appear without any cause for such failure, his/her/its right to proof may elapse. If the other party did not appear, the presented papers for confrontation may be considered valid thereto.

**d-** The party who is challenging the validity of the document shall appear by him-/her-/it-self.to get to document with handwriting on the time determined by the Tribunal, if he/she/it fails to appear without an acceptable cause for such failure, the document may be declared valid.



**Article (109)**
**Confrontation Methods**

**a-** Confrontation the handwriting, signature, seal or fingerprint that was denied shall be done against the fixed handwriting, signature, seal or fingerprint of the person against whom the document is concluded.

**b-** For confrontation purposes, in case of non-agreement of parties, the following only are accepted:

1- Handwriting, signature, seal or fingerprint subject of official documents, or private documents that the party acknowledges validity; private documents that are validated judicially after denial are not considered.
2- The part of the document to be investigated that is acknowledged by the party
3- The handwriting, signature or fingerprint that the party applies before the Tribunal and in the presence of the Expert.

**c-** The Tribunal may order to bring the requested official documents for confrontation from the place where they are or order the Expert to move in to their place to examine them.

**d-** The Expert, the parties and the Chairman of the Tribunal shall sign the confrontation papers before starting the investigation and it shall be mentioned in the minutes.

**e-** With regard to Experts, the provisions stipulated in chapter twelve of this Regulation shall be observed.

**Article (110)**
**Hearing Witnesses with regard to the Validity of the Document**

**a-** If the Tribunal decides in the investigation to hear witnesses in accordance with Paragraph (b) of Article (107) and Paragraph (a) of Article (114) of this Regulation, the testimony of witnesses shall only be heard with regard to proving the occurrence of writing, signature, seal or fingerprint on the document investigated against what was attributed thereto.

**b-** With regard to hearing witnesses, the provisions stipulated in Paragraph (a) of this Article and chapter ten of this Regulation shall be observed.

### Article (111)
### Ruling on the Validity of the Document

**a-** If it is ruled that a judgement that the whole document is valid, whether without the handwriting investigation procedures or after applying such procedures, whoever denies it shall pay a fine of one Hundred Bahrain Dinars at least and not exceeding Five Hundred Bahrain Dinars.

**b-** The fine shall not apply to the heir or successor whose challenge was limited to if the handwriting, signature, seal or fingerprint is that of to however he/she/it received the right from, fines shall not be multiple if there is more than one heir or successor.

**c-** The Tribunal shall not render a sole judgement to rule on the validity, dismissal of the document or lapse of the right to prove its validity together with the merits.

**d-** If the Tribunal renders a judgement on the validity, dismissal of the document or lapse of the right to prove its validity, it shall hold a session before it decides on the matter to allow each party to submit his/her/its final pleas.

### Article (112)
### Procedures of the Alleged Forgery

**a-** The claim of alleged forgery shall be submitted in the case administration stage within its specified term in the time schedule by a written memorandum showing all allegedly false areas, forgery matters and evidence and investigation procedures that are requested to prove forgery; otherwise the alleged forgery is null and void.

**b-** The party claiming forgery shall deposit, upon submittal of the claim mentioned in Paragraph (a) of this Article, in the Treasury of Chamber a guarantee of One Hundred Bahrain Dinars to indemnify the other party for any damage that it may incur.



**c-** The party claiming forgery shall hand over to the Case Administrator the challenged document if it is in his/her/its possession or a duplicate if it is not in his/her/its possession.

**d-** If the document is in the possession of either party to the case, the Tribunal may order, after perusal of the forgery allegation memorandum, such party to deposit it in the case file. If such party refrains from depositing the document, it is considered inexistent without prejudice to depositing it later on, if possible.

**e-** In the cases where the Tribunal accepts a document in accordance with Paragraph (b) of Article (49) of this Regulation, ordered to join a person in the case to present a document in his/her/its possession in accordance with the provisions of Paragraph (b) of Article (70) of this Regulation or ordered a party to the case to present a document in his/her/its possession in accordance with the provisions of Article (103) of this Regulation, either party to the case may within seven days from the presentation of such document submit a claim of forgery therein by a written memorandum presented to the Secretary of the Tribunal subject to the provisions of Paragraph (a) and(b) of this Article.

### Article (113)
### Allegedly false Electronic Documents, Records and Signatures

**a-** Either party to the case may present a claim of allegedly false electronically-issued documents, electronic records or signatures during the case administration stage within its specified term in the time schedule, in accordance with the procedures stipulated in Article (112) of this Regulation.

**b-** The Tribunal shall rule on the alleged forgery claim referred to in Paragraph (a) of this Article in accordance with the provisions of this Regulation and in conformity with the nature of the electronic documents, records and signatures.

**Article (114)**
**Ruling on the claim of Forgery**

**a-** If the claim of forgery has an effect on from the dispute and the case facts, documents are not sufficient to convince the Tribunal of the validity or forgery of the document and deems the investigation procedure requested by the plaintiff is result-worthy and permitted, the Tribunal shall rule to investigate by confrontation, hearing witnesses or both.

**b-** The judgement issued on the investigation by confrontation shall include the data mentioned in Paragraph (a) of Article (108) of this Regulation; investigation by confrontation shall be applied in accordance with the provisions stipulated in Article (109) of this Regulation.

**c-** Investigation is conducted with the testimony of witnesses in accordance with the provisions stipulated in Article (110) of this Regulation.

**Article (115)**
**Fine on the Forgery Plaintiff**

**a-** If the judgement forfeits or rejects the right of the plaintiff in his/her/its allegation, he/she/it shall pay a fine that varies between Two Hundred Fifty Bahrain Dinars at least and not exceeding One Thousand Bahrain Dinars. He/She/It will not be subject to any fine if part of his/her/its allegation was proved.

**b-** The fines shall be multiple if there is more than one allegedly false paper unless there is linkage between them.

**Article (116)**
**Waiver of the Document by the Forgery Defendant**

The forgery defendant my terminate the forgery allegation procedures in any case whatsoever by waiver of the challenged document. In such case, the Tribunal may order the forgery defendant to deposit such document in the case file if the forgery plaintiff requests so for legitimate interest.



**Article (117)**
**Rejection of the Documents by the Tribunal without claim of Forgery**

The Tribunal may decide, even if it was not claimed before it in accordance with the procedures stipulated of this Regulation, to reject any document and nullify it if it was clear to it in the status of the document or the case conditions that it is forged. In such case, it shall set forth in its judgement the conditions and presumption of its conclusion.

## CHAPTER TEN
## Testimony Of Witnesses

**Article (118)**
**Testimony Capacity and Obstacles to Testimony**

a- Whoever is below fifteen years old does not have the capacity to testify, but his/her/its sayings may be heard without oath for comfort purposes. Mentally-ill people as well are not capable of testimony.

b- Civil servants and public service employees shall not testify even after they quit their job, on the information that they knew during the exercise of their work and that was not published by legal means and that the competent authority did not authorize to declare. However, such authority may authorize them to testify at the request of the Tribunal or either party.

c- Attorneys, attorneys, physicians, auditors or others shall not disclose facts or information that they knew through their profession or capacity even after the termination of their service or the end of their capacity, unless mentioning thereof is intended to commit a felony or misdemeanor. Nevertheless, the said persons shall testify on such fact or information when requested by whoever revealed it to them, provided that it does not contravene the provisions of their own laws. If there is more than one person who revealed it, all of them shall approve its disclosure.

d- Neither spouse may reveal without the consent of the other what the latter informed him/her/it during marriage even after its termination, unless a lawsuit was filed by either one against the other.

e- A witness may not be rejected, even if he/she/it is a relative or an in-law of either party, unless he/she/it is not conscious because of his/her/its old age or minority, disease or any other reason.

**Article (119)**
**Proof Procedures by Witnesses' Testimony**

**a-** The party who requested proving by witnesses' testimony during the case administration stage and showed in that stage the facts that he/she/it wants to prove by the witnesses' testimony within its specified term in the time schedule, shall show to the Tribunal if its orders to refer the case to investigation, in writing or verbally, during the session the names and places of residence of the persons who he/she/it requests testimony.

**b-** The Tribunal shall on its own discretion decide on proving by the witnesses' testimony when it considers that this shows the truth. In all cases, the Tribunal may summon, whenever it decides to prove by the witness testimony, whoever it considers necessary to hear his/her/its testimony to show the truth.

**c-** In the text of the judgement of prove by witnesses' testimony, each fact ordered to be proved shall be set forth; otherwise it shall be null and void, the first day of investigation and the time of completion shall be as well be established.

**d-** Authorization to either party to prove a specific fact by witnesses' testimony shall always require that the other party has the right to deny it by the same means.

**Article (120)**
**Hearing Witnesses in the Investigation Sessions**

**a-** Investigation shall proceed until all proof and denial witnesses are heard in the time fixed by the Tribunal, if the investigation is postponed for one session, the declaration of postponement is considered as a notice to the present witnesses to appear before the Tribunal unless it expressly exempts them for attending the session.



**b-** If either party requests during the investigation fixed time to extend the time, the Tribunal shall promptly rule on the request in a decision evidenced in the session minutes. If the Tribunal mandates one of its members to commence the investigation and the Tribunal member rejects the extension, grievance may be submitted to the Tribunal by a verbal claim evidenced in the investigation minutes, the Tribunal shall expeditiously decide on the claim; the decision of the Tribunal may not be challenged by any means whatsoever. The Tribunal may not extend the time more than once.

**c-** After the termination of the investigation time, hearing witnesses' testimony may not be done at the request of parties.

**Article (121)**
**Failure of Witnesses to Attend**

**a-** If the witness of the party to the case did not appear or he/she/it was not informed to attend the fixed session, the Tribunal shall decide to oblige such party to bring him/her/it or inform him/her/it to attend another session as long as the specified investigation time did not elapse, if he/she/it fails to do so, his/her/its right to cite him/her/it is forfeited.

**b-** If the witness was notified to attend in a proper notice and he/she/it did not, the Tribunal shall sentence him/her/it of a fine of Twenty Bahrain Dinars. The decision shall be stipulated in the minutes and shall be unchallengeable. The Tribunal may issue an order to bring the witness or to re-notify him/her/it to appear, if he/she/it fails to appear, the Tribunal shall sentence him/her/it to double the said fine. The Tribunal may exempt the witness from the fine if he/she/it appears before it and shows an acceptable cause.

**c-** If the witness appears and refrains without legal justification from taking an oath or answering, he/she/it shall be sentenced in accordance with the provisions of Paragraph (b) of this Article to a fine not exceeding One Hundred Bahrain Dinars, the judgement shall be stipulated in the minutes and unchallengeable.

**Article (122)**
**Testimony Hearing Procedures**

**a-** Hearing the witnesses before the Tribunal shall be done in the presence of the parties, if the witness has an acceptable cause preventing him/her/it from attending, the Tribunal may move to his/her/its place to hear his/her/its testimony. Parties shall be convened to attend the testimony and minutes thereof shall be made and signed by the Chairman of the Tribunal.

**b-** Testimony shall be rendered verbally, the witness may not resort to written notes unless authorized by the Tribunal and justified by the nature of the cause.

**c-** Whoever is incapable of speaking shall testify, if he/she/it is able to show his/her/its intent, by writing or signs.

**d-** Each witness shall testify individually in the absence of the other witnesses whose testimonies where not heard yet.

**e-** The witness shall mention his/her/its name, title, profession, age and domicile and show his/her/its relationship of relative or sibling and to which degree if he/she/it is relative or sibling of either party and if he/she/it does work for either party.

**f-** The witness shall take an oath to say the truth, the whole truth and nothing but the truth; otherwise his/her/its testimony is void. The oath is done according to his/her/its religion conditions if he/she/it asks so.

**Article (123)**
**Cross examination the Witness**

**a-** The questions to the witness shall be addressed by the Tribunal. The witness answers first the questions of the party who is citing him/her/it, then the questions of the other party without that a party interrupts the other or the witness during the testimony.

**b-** If the party concludes his/her/its cross examining, he/she/it may not raise new questions without the authorization of the Tribunal.



**c-** The chairman or any member of the Tribunal may address directly to the witness the questions that he/she/it deems useful to uncover the truth.

**d-** The witness's answers are evidenced in the minutes, be read to him/her/it and be signed by him/her/it after the rectification of what he/she/it deems necessary to rectify therein, and if he/she/it does not sign, it should be mentioned in the minutes with its reasons.

**e-** The costs of witnesses and their hindrance fees shall be estimated upon their request and the witness shall be given a copy of the estimate order that is enforceable on the party who convened him/her/it after the application of the procedures stipulated in Article (88) of this Regulation.

**Article (124)**
**Cross examination Minutes Data**

**a-** The investigation minutes shall include the following data:

1- The date, place and time of the commencement and completion of the investigation with the number of needed sessions.

2- The names and titles of the parties, their attendance or absence and their claims.

3- The names, titles, professions and nations of each witness, their attendance or absence and the orders issued in their respect.

4- The statements of the witnesses and their taken oath.

5- The questions addressed to them, who addressed the questions, the resulting counter-matters and the text of the witness answer on each question.

6- The signature of the witness on his/her/its answers, after proving reading of the answer and presenting his/her/its comments thereon.

7- The decision to estimate the witness costs if he/she/it requests so.

8- The signature of the Chairman of the Tribunal.

**b-** Upon termination of the cross examination or elapse of the specified completion time, the Tribunal shall fix the earliest session to consider the case and the Secretary of the Tribunal shall notify the absent party.

## CHAPTER TEN
## The Presumptions, Admission Cross Examining Of The Parties And Inspection

### Article (125)
### Presumptions

a- The presumptions stipulated by law stands alone to the intent of for the beneficiary thereof regardless any other means of proof. However such presumption may be challenged by contradictory evidence, unless there is a legal text to the contrary.

b- Judiciary presumptions are that with one not stipulated by law and the Tribunal shall conclude each presumption from the case conditions and assess its significance.

### Article (126)
### Adjudicata

a- The judgements that acquired the adjudicata status of the adjudicated matter shall be binding in connection with on the rights decided upon thereby. No contradictory evidence may be accepted and such judgements do not have this adjudicated status except in a dispute between the parties to the case themselves without any change in their capacities and shall be related to the same right in terms of subject matter and reasons. The Tribunal shall decide with the adjudicata status on its own initiative

**b-** The Tribunal shall not be committed to a criminal judgement except to the limit of the facts that have been decided upon by such judgement and provided that such decision is necessary. However, the Tribunal shall not be committed to a judgement of a grievance unless it is grounded in the non existence of the event attributed to the accused person.



### Article (127)
### Declaration

**a-** The admission is an acknowledgement by a person of a legal event alleged against him/her/it by another person with the intention that it does exist on his/her/its part. Admission may be judicial or non judicial.

**b-** The judicial admission is an acknowledgement before the court by a party of a legal event alleged against him/her/it during the course of the proceeding of the case. The admission of the party by legal event alleged against him/her/it during the course of the proceeding of the case is determined a judicial admission.

**c-** Non judicial admission is an acknowledgement of a legal event alleged against him/her/it, if it does not take place before the court nor during the course of the proceedings of the relevant case.

**d-** A judicial admission is absolute evidence against the admitting person. The admission is restricted, limited, and binding to the admitting person and shall not be divisible as the admitting party is concerned. However, the admission may be divisible if it is related to multiple events provided that the existence of an event shall not definitively require the existence of others.

### Article (128)
### Cross Examination of the Parties

**a-** The Tribunal may cross examine the present parties, on its own or at the request by either party, during the case administration within its specified term in the time schedule, or order them to appear before it for cross examination, if deemed necessary by the Tribunal.

**b-** The person to be cross examined shall have the capacity to dispose of the right in which the subject matter of the dispute.

**c-** If the party is incompetent or does not have full legal capacity, his/her/its representative may be cross examined and the Tribunal may discuss it with him/her/it if he/she/it is aware of the authorized issues.

**d-** With regard to corporate persons, the cross examining may be addressed to their legal representative.

**e-** If the Tribunal considers that the cross examination is not needed, it shall reject the cross examining request.

**f-** The Tribunal shall address the questions that it deems necessary to the cross examined party; it shall address to him/her/it as well the questions that the other party requests, the answers are given in the same session unless the Tribunal considers giving an appointment for answers.

**g-** The answer is given against the parties, but the cross examining is shall not be subject to their presence.

**h-** The detailed and accurate questions and answers are noted in the session minutes, after reading the minutes, the Chairman of the Tribunal and the cross examined person shall sign it. If the cross examined person refrains from answering or signing, the minutes shall state the lack of answer or signature and the reason thereof.

**i-** If the party has an acceptable cause preventing him/her/it from attending the cross examining sessions, the Tribunal may move in to his/her/its place for cross examining.

### Article (129)
### Inspection

**a-** The Tribunal may decide, on its own or upon a request presented by either party to the case during the case administration within its specified term in the time schedule, to move in to inspect the subject of dispute.

**b-** The Tribunal shall issue a report showing all inspection-related activities which shall be signed by the Chairman of the Tribunal, otherwise the inspection is null and void.

**c-** The Tribunal may appoint, upon moving in for inspection, an Expert to refer to him/her/it for assistance in the inspection. It may hear the witness that it deems necessary. Such witnesses are convened to attend, even verbally, by the Secretary of the Tribunal.



## CHAPTER ELEVEN
## Decisive And Complementary Oaths

### Article (130)
### Directing the Decisive Oath

**a-** The decisive oath is the oath directed by either party to the other party to resolve the dispute.

**b-** Either party to the case may direct, in any stage of the proceedings before the Tribunal, the decisive oath to the other party. The Tribunal may prevent directing the oath if the party directs the oath arbitrarily. The recipient of the oath may counter-direct the oath to its sender. However, he/she/it shall not counter-direct it if the oath involves a fact that is not common to both parties, but involves exclusively the person to whom the oath was directed. The person who directs or counter-directs the oath may not draw back when the other party accepts to swear.

**c-** The decisive oath may not be directed on a fact that contradicts the public order or morals. The fact covered by an oath shall be related to the person to whom the oath is directed. If it is not personal, it covers his/her/its knowledge thereof.

**d-** The custodian, guardian or attorney of the absent party may direct the decisive oath within his/her/its scope of disposition. The attorney in the case may not direct, accept or counter-direct the decisive oath to the other party except by special authority in accordance with the provisions of Paragraph (b) of Article (26) of this Regulation.

### Article (131)
### Procedures of Decisive Oath Directing and Swearing

**a-** The person who directs the oath shall show the detailed facts that he/she/it wants the other party to swear on. He/She/It shall clearly mention the oath statement that he/she/it directs to him/her/it. The Tribunal may modify the oath statement to address in a clear and accurate manner the fact that should be covered by the oath. The party shall swear the oath him-/her-/it-self. and he/she/it may not be delegated by others in the oath taking.

**b-** If the person to whom the oath was directed did not challenge the oath, in its acceptability or in being related to the case, he/she, if present, shall swear it immediately or counter-direct it to the person who directed it, otherwise he/she/it is considered an oath breaker. The Tribunal may give him/her/its appointment to swear if it deems it necessary. If he/she/it is not present, he/she/it shall be notified to appear to swear in the form approved by the Tribunal and on the date it fixes, if he/she/it is present and refrains without challenge or fails without acceptable cause, he/she/it is considered an oath breaker.

**c-** If the person to whom the oath is directed challenged the oath, in its acceptability or in being related to the case, and the Tribunal rejected his/her/its challenge and issued a judgement to make him/her/it swear, it shall show in the text of the judgement the oath statement. Such text shall be notified to him/her/it, if he/she/it is not present, followed by the provisions of Paragraph (b) of this Article.

**d-** If the person to whom the oath was directed had an acceptable case preventing him/her/it from attending, the Tribunal shall move in to him/he/it or to make him/her/it take his/her/its oath

**e-** Oath taking is when the person who swears says "I swear" then mentions the statement approved by the Tribunal. The person who is in charge of oath swearing shall take it by him-/her-/it-self according to the conditions adopted in his/her/its religion, if he/she/it requests so.

**f-** The dumb person shall swear, break and counter-direct an oath using his/her/its usual signs if he/she/it does not know how to write, if he/she/it does, he/she/it shall swear, break and return the oath in writing.

**g-** The minutes of the oath taking shall be issued and signed by the oath taker and Chairman of the Tribunal.



**h-** Directing the decisive oath shall cause the waiver of other means of evidence related to the covered fact. The oath may not be proved false after the party to whom the oath was a directed or counter-directed takes it. However, if the oath was proven to be false by a criminal judgement, the injured party may claim for compensation, without prejudice to any other legal right occurred due to the false oath.

**i-** Every person to whom the decisive oath is directed and he/she/it swears it judgement in his/her/its interest. If he/she/it abstains from taking the oath without counter-directing it to the other party, he/she/it shall lose his/her/its case. The same applies to whoever receives a counter-directed oath and abstains from taking it.

**Article (132)**
**Complimentary Oath**

**a-** The complimentary oath is the oath directed by the Tribunal on its own to either party to base on its judgement on the merits or the value of the adjudicated matter.

**b-** To direct a complimentary oath, there should be no full evidence in the case, and the case should not be without any evidence.

**c-** The party to whom the Tribunal directs a complimentary oath may not counter-direct it to the other party.

d- The Tribunal may not direct the complimentary oath to the plaintiff to determine the value of the claim unless it is impossible to determine such value by any other mean. Even in such case, the Tribunal shall determine a maximum value to be attested by the plaintiff's oath.

**e-** The complimentary oath shall be subject to the provisions of Articles (130) and (131) of this Regulation without prejudice to the provisions of this article

## CHAPTER TWELVE
## EXPERTISE

### Article (133)
### Judgement on the Mandate of the Expert

**a-** The Tribunal may decide, on its own or at the request of either party to the case during the case administration within its specified term in the time schedule, to mandate one or three Experts.

**b-** The Tribunal shall mention in its judgement referred to in Paragraph (a):

1- An accurate statement of the Expert's duty and the expeditious measures that he/she/it is authorized to take.
2- The deposit that should be put in the Treasury of the Chamber for the account of the Expert expenses and fees, the party who is charged with putting this deposit, the term of deposit and the amount that the Expert is allowed to withdraw for his/her/its expenses.
3- The specified term to deposit the Expert's report.

4- The date of the postponed hearing session in case of deposit and another nearest session to consider the case in case non-deposit.

**c-** In the case of deposit in accordance with the provisions of Clause (2) of Paragraph (b) of this Article, the case shall not be written off before notification is made to the parties about the Expert report deposit in accordance with the decided procedures in Paragraph (c) of Article (138) of this Regulation.

**d-** The Tribunal may appoint an Expert to express his/her/its opinion verbally in the session without presenting a report and his/her/its opinion is evidenced in the session minutes.

**e-** The opinion of the Expert does not restrict the Tribunal.

### Article (134)
### Selection of an Expert

**a-** If parties agreed on the selection of a specific Expert or three Experts, the Tribunal shall approve their agreement. Except in this case, the Tribunal shall choose the Experts among those who are accepted before the Chamber, unless it ruled otherwise for special conditions, it shall then show the conditions in the judgement.

**b-** If an administrative party was mandated, such administrative party shall nominate, upon being notified of the deposit, the Expert that was charged with the duty and notify the Tribunal with such nomination.

**c-** If legal person was mandated, such special legal person shall nominate, upon being notified of the deposit, the Expert that was charged with the duty and notify the Tribunal with such nomination.

**d-** If the name of the Expert is not listed in the list of Experts before the Chamber, he/she/it shall swear before the Tribunal or the Chairman of the Tribunal and the presence of the parties is not needed, the oath to perform his/her/its duty in trust and honesty, otherwise the duty is null and void.

### Article (135)
### The Deposit, Notification of the Expert, and Exemption of the Expert from the Performance of his/her/its Duty

**a-** If the deposit is not put by the party who is charged with depositing it or by any other party, the Expert shall not be obliged to perform the duty that he/she/it is entrusted with. The Tribunal shall decide the cessation of the right of the party who did not pay the deposit to hold on to the judgement appointing the Expert if it deems the excuses expressed by him/her/it unacceptable.

**b-** In the two following days after the deposit, the Secretary of the Tribunal shall notify the Expert of the judgement appointing him/her/it and the notice includes convening the Expert to peruse the case file. The Secretary of the Tribunal shall deliver to the Expert duplicates of the case papers requested by him/her/it.

**c-** The Expert may request, within seven days from his/her/its notification of the judgement appointing him/her/it, exempting him/her/it from performing his/her/its

duty, the decision of exemption shall be issued by the Chairman of the Tribunal.

**d-** If the Expert did not perform his/her/its duty and he/she/it was not exempted from its performance, the Tribunal may order him/her/it to pay all the useless expenses that he/she/it caused and indemnities, if any, without prejudice to the disciplinary penalties.

**Article (136)**
**Rejection of the Expert**

**a-** Either party to the case may request the rejection of the Expert if there is a cause making him/her/it potentially incapable of performing his/her/its duty impartially, in particular an Expert may be rejected if he/she/it was a relative or sibling of either party to the fourth degree, attorney of either party in his/her/its private business, guardian, custodian or he/she/it does work for either party, he/she/it or his/her/its spouse had filed a lawsuit against either party to the case or his/her/its spouse unless such lawsuit was filed after the appointment of the Expert with the intent of rejecting him/her/it.

**b-** The rejection claim is made by asking the Expert to appear before the Tribunal at the request of the rejection plaintiff within one week from the date of the judgement appointing the Expert if such judgement was issued in the presence of the plaintiff. If the judgement was issued in his/her/it absence, the rejection claim shall be presented within seven days from his/her/its notification of the text of the judgement.

**c-** If the Expert was appointed by the agreement of all the parties to the case, the claim of his/her/its rejection shall not be accepted by either party unless the cause of his/her/its rejection occurred after his/her/its appointment, or it was proved that he/she/it did not know about this cause upon his/her/its appointment.

**d-** The Tribunal shall expeditiously decide on the claim of rejection and the judgement on the claim is unchallengeable by any means whatsoever.



**Article (137)**
**Commencement of the Duty of the Expert**

**a-** The Expert shall determine for the commencement of his/her/its duty a date not exceeding the following fifteen days after his/her/its notification of the judgement appointing him/her/it. He/She/It shall convene the parties to the case by registered letter at least seven days prior to that date informing them of the place, day and time of the first meeting. Not-convening the parties shall nullify the duty of the Expert.

**b-** The Expert shall commence his/her/its duty even in the absence of the parties to the case, when they were convened in a proper way.

**c-** The Expert shall hear the parties to the case and their comments, if either party fails to attend before him/her/it, to present his/her/its documents or to enforce any procedure of Expertise within the specified time preventing the Expert from commencing his/her/its duty or delaying commencement thereof; he/she/it may notify the Tribunal thereof. The Tribunal may sentence such party to a fine not less than Twenty Bahrain Dinars, without the possibility of challenge by any means. The Tribunal may exempt him/her/it from the full or partial fine, if he/she/it showed an acceptable cause.

**d-** The Expert shall listen, without oath, to the sayings of the parties or to whom he/she/it deems necessary if the judgement authorized him/her/it to do so.

**e-** If either party mentioned in Paragraph (d) of this Article failed to attend, without acceptable cause, although he/she/it was notified thereof, the Tribunal may sentence him/her/it, at the request of the Expert, to pay Twenty Bahrain Dinars. Such judgement is unchallengeable by any means. The Tribunal may exempt him/her/it from the fine if he/she/it shows an acceptable cause.

**f-** No ministry, governmental department, public authority, public institution, cooperative, business, individual firm, or legal or natural person may prevent the Expert, without legal justification, from access to the books, records, documents or papers that he/she/it shall peruse to enforce the judgement mandating the Expert.

**Article (138)**
**Minutes of the Expert Activities and Deposit of Expert Report**

**a-** The minutes of the Expert's activities shall include the attendance statement of the parties to the case, their sayings and comments signed by them unless they have any obstacle thereto to be mentioned in the minutes. The minutes shall also include the detailed statement of the Expert activities, the sayings and signatures of the persons that he/she/it heard on his/her/its own or at the request of either party.

**b-** The Expert shall submit a report signed by him/her/it of the results of his/her/its activities, opinion and the aspects that he/she/it relied on. If there are three Experts, each Expert shall present an independent report of his/her/its opinion unless they agree to present one report mentioning the opinion and causes of each one of them.

**c-** The Expert shall deposit his/her/its report, activities minutes and all papers that he/she/it received at the Secretariat of the Tribunal. He/She/It shall notify the parties to the case of this deposit within twenty four hours, by a registered letter.

**Article (139)**
**Delay in the Deposit of the Report**

**a-** If the Expert does not deposit his/her/its report within the specified term in the judgement appointing him/her/it, he/she/it shall deposit, at the Secretariat of the Tribunal before the expiry of such term, a memorandum showing his/her/its activities and the causes that prevented him/her/it from completing his/her/its mission.

**b-** In the specific session for considering the case, if the Tribunal noted in the Expert memorandum causes that justify his/her/its delay, it shall give him/her/it a term to complete his/her/its mission and deposit his/her/its report. If there is no justification of the his/her/its delay, the Tribunal shall sentence him/her/it to pay a fine not exceeding Fifty Bahrain Dinars and give him/her/it a term to complete his/her/its mission and deposit his/her/its report, otherwise it shall replace him/her/it by another Expert and oblige him/her/it to refund the amount that he/she/it received from the deposit to the treasury of the Chamber and indemnities, if any, without prejudice to the disciplinary penalties.

**c-** The judgement substituting the Expert and obliging him/her/it to refund the amount that he/she/it received from the deposit is unchallengeable.

**d-** If the delay resulted from the fault of either party, the Tribunal may sentence him/her/it to pay a fine not less than Five Bahrain Dinars and not exceeding One Hundred Bahrain Dinars. The Tribunal may give a judgement ceasing his/her/its right to hold on to the judgement appointing the Expert.

**Article (140)**
**Discussion with the Expert and Referring Back the Duty**

**a-** The Tribunal may order to convene the Expert to a session that it determines to discuss with him-/her-/it-self.his/her/its report, if need be. The Expert shall express his/her/its opinion supported his/her/it causes. The Tribunal shall address, on its own or at the request of either parties to the case, the questions that it deems useful in the case.

**b-** The Tribunal may refer back the duty to the Expert to fix the errors or deficiencies that it noted in his/her/its duty or research. It may entrust another Expert or three other Experts with this task. They may refer to the information of the previous Expert. It may mandate two other Experts to join the previous Expert to re-examine the mission.

**Article (141)**
**Estimation of the Expert Fees and Expenses**

**a-** The fees and expenses of the Expert are estimated in the judgement of the Tribunal. If such judgement is not rendered within three months from the deposit of the report for reasons that do not concern the Expert, the Tribunal may estimate, at the request of the Expert, his/her/its fees and expenses without waiting for the adjudication on the merits.

**b-** The Expert shall receive the estimated amount of the deposit and the estimation is made in the judgement or order of estimation, as the case may be, in addition to the obligation of enforcement on the party identified by the Tribunal in its judgement or order, as the case may be.

**c-** The Expert and each party to the case may petition the judgement or order of estimation, as the case may be, within eight days from its notification.

**d-** The petition is not acceptable from the party that the judgement or order of estimation, as the case may be, may be enforced against unless the remaining estimated sum is deposited at the treasury of Bahrain Chamber for Dispute Resolution and allocated to settle the dues of the Expert.

**e-** The petition of the judgement or order of estimation, as the case may be, is made through a summons filed and notified pursuant to the provisions of this Regulation. Filing such petition shall cause the suspension of the judgement or order of estimation, as the case may be, and it shall be adjudicated non-publicly after the notification of the Expert and parties to attend.

**f-** If the judgement of the petition provides for the reduction of the estimation to the Expert, the party may challenge this judgement against the other party who have paid to the Expert his/her/its dues on the basis of the judgement or order of estimation, as the case may be, without prejudice to the right of this party to have recourse against the Expert.

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