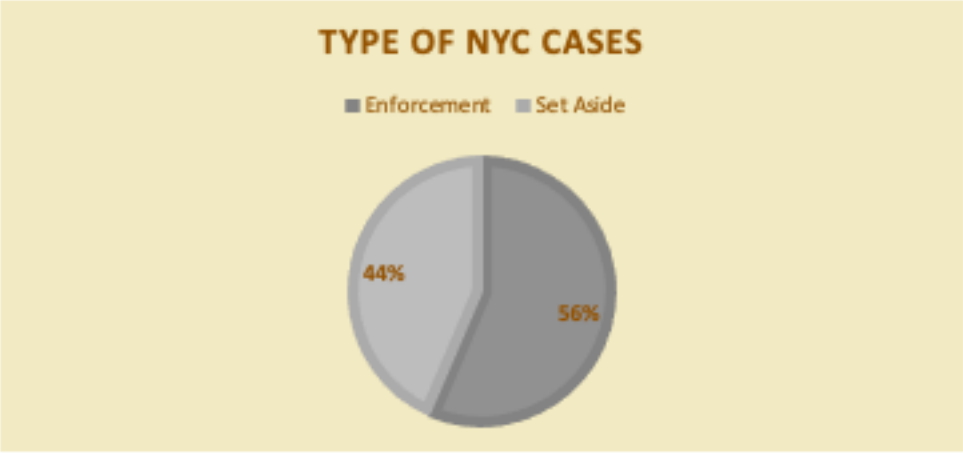
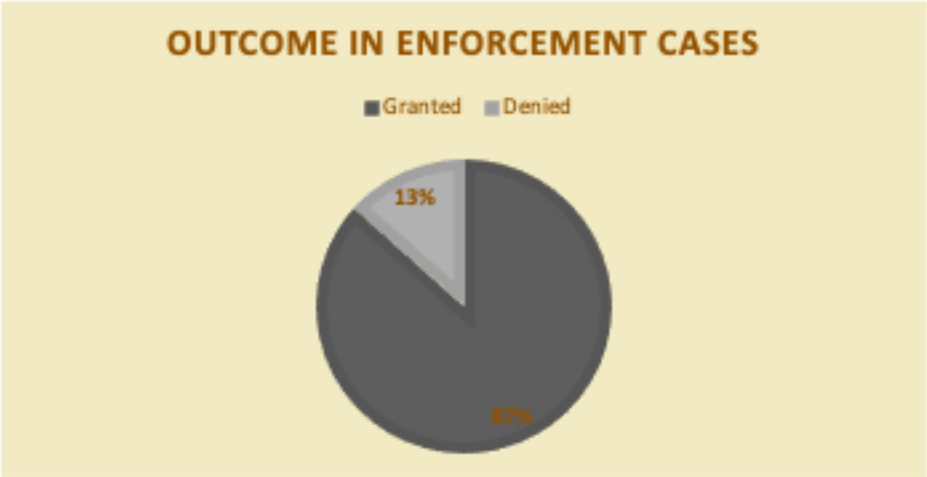
# New York Convention & Egypt
# Key Insights in 30 Years (1989-2019)

This guide aims at providing the international community with clear succinct insights concerning the application and interpretation of the New York Convention ("**NYC**") by Egyptian Courts from the year 1989 and till the year 2019. We have surveyed approximately (**500**) judgments issued by Egyptian Courts concerning arbitration. We were able to locate approximately (**62**) concerning foreign arbitral awards and foreign arbitration agreements. The below diagram shows that (**44%**) of these cases were set aside cases of foreign arbitral awards. In all of these cases, the Egyptian courts have uniformly held that such cases are inadmissible.




As for the remaining (**56%**) - exactly (**35**) judgments-, they were about the enforcement of foreign arbitral awards and foreign arbitration agreements. Out of these (**35**) judgments, the Egyptian courts granted enforcement in (**26**) cases, denied enforcement in (**4**) cases, and rendered the case as inadmissible in (**5**) cases (mainly for procedural reasons).




## Key Insights

1. Public policy did not cause the denial of enforcement of any foreign arbitral awards/ arbitration agreements.
2. Egyptian Courts draw a clear distinction between mandatory rules and public policy.
3. The Court of Cassation held that some of the provisions of the Transfer of Technology are mandatory rules that do not pertain to public policy.
4. The Court of Cassation held that some provisions of the Maritime Shipping Law are mandatory rules and therefore any arbitration agreement in violation of such articles shall be considered null and void.
5. Interest Rates have caused only (**2**) awards to be partially enforced by reducing the interest rate to 5% and 4% respectively.
6. The Cairo Court of Appeal has adopted a modern approach through enforcing a foreign arbitration agreement taking the form of an email.
7. The Arabic translation of NYC seems to have failed to capture the different possible meanings of incapacity.
8. Egyptian Courts were clear several times that the burden of proving the violation of NYC lies with the party challenging the enforcement of the foreign arbitral award/ arbitration agreement.

9. The Cairo Court of Appeal has permitted the enforcement of an interim measure taking the form of an arbitral anti-suit injunction for the first time in 2018.
10. The Court of Cassation has asserted that the law applicable to the validity of an arbitration agreement is the *lex arbitri* and not the *lex fori*.
11. The Court of Cassation considered that an arbitration clause reading only as follows, “arbitration in London” is null and void.
12. The Court of Cassation held that international arbitration agreements are valid even if the parties do not nominate the arbitrators under such agreements.
13. The Court of Cassation held that a foreign arbitration agreement under the main contract can be extended to other related contracts.
14. The Court of Cassation held that the fact that the award has relied upon the witness and expert statements conducted *ex parte* does not qualify as ground under the NYC for denying the enforcement of a foreign arbitral award.
15. The Court of Cassation has denied the recognition and enforcement of a foreign arbitral award because such an award was issued in May 1997, however, it only submitted to the Court in October 2003. The Court has interpreted such conduct as an implicit waiver by the award creditor.