
ALGERIA COUNTRY CHAPTER

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I. Introduction

Since its independence in 1962 and because of the adoption of the socialist regime, Algeria's economy and external commerce was under the State's monopoly. This situation implied that civil and commercial disputes in Algeria were mostly devoted to the judicial authorities. Arbitration and mediation were the exception to the rule, only employed by some national companies such as Sonatrach which included in its international contracts an arbitration clause.

The change in Algeria's regime and the end of the state's monopoly at the end of the eighties (1989) instituted two major principles:

1. The liberty to commerce; and
2. The submission of public companies to private law.

These two principles allowed the encouragement of private investments and the application of equity between all economic actors. This has led to the development of trade inside and outside the country and the openness of Algeria to the economy market.

As a result, commercial exchanges between Algeria and foreign countries developed considerably. Commercial disputes volume also considerably grew.

1. Importance of trade in the country

- Algeria: Gate between Europe and Africa:

Situated in the north of Africa, having 1200 km coast on the Mediterranean Sea and just few hours from Europe, Algeria has always played the role of gate between the European and African continents. Trade between these two continents mostly pass through Algerian ports.

Having not developed agricultural or light industrial potentials because of focusing on heavy industry, Algeria has resorted to the import of agricultural and industrial goods to remedy to the lack in these products. Millions of containers arrive punctually at Algerian ports.

The development of trade in the country has irremediably lead to the appearance of commercial disputes.

2. Commercial disputes evolution.



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The evolution of commercial disputes in Algeria was in relation to trade development in the country. In fact, the more trade grows, the more disputes grow between the actors in relation with the execution of contracts, the delivery of goods, the property of goods, non payment of goods etc.

3. Legal frame of commercial disputes.

The Algerian judicial system is characterised by the duality of jurisdiction. Tribunals and courts under the Supreme Court which is a regulating organ of the tribunals' and courts' activities. It ensures the unification of jurisprudence towards the country and the respect of the Law.

- Field of competence for commercial disputes.

Except for administrative cases (conflicts between individuals and the State organs) which are attributed to the competence of the administrative courts, there are no specific Tribunals and Courts for the other segments of disputes. Tribunals and Courts are divided into sections (civil, commercial, social, familial, criminal ...). The commercial disputes are treated by the commercial section. In this matter, it is important to point out that, before the insertion of the financial law for 2003 which introduced a different financial tax for the introduction of a commercial case than the previous one (2500 DA per case rather than 500 DA – 3000 DA near Courts rather than 700 DA and 5000 DA near Supreme Courts rather than 1500 DA), civil sections were competent for the treatment of commercial cases. Since this financial law has been brought out, only commercial tribunals are competent for the treatment of commercial cases.

- Specific commercial disputes: Investments.

When adopting the regime of free market and integrating an investment law, Algeria has ratified many international conventions for the protection of investors, among them:

1. Convention for the recognition and execution of foreign arbitral sentences adopted by the United Nations conference in New York in 10/06/1958. The adhesion was on 05/11/1988.
2. Convention for the creation of the multilateral agency for the guaranty of investments signed in Seoul in 30/10/1995. The adhesion was on the same date.
3. Convention for the settlement of disputes related to Investments between States and individuals of other States (CIRDI), 30/10/1995. The adhesion was on the same date.



By ratifying the above conventions related to investment conflicts, Algeria has allowed investors to choose resolution dispute mechanisms other than Courts.

4. Commercial disputes resolution mechanism :

First, it is important to specify the differences between the judicial system and private means for disputes resolution:

a- Competence: Arbitrators and mediators are strictly chosen for their knowledge of the conflict submitted to them, however judges are not specialized in the conflicts submitted to them because they are subject to changes from one section to another.

b- Rapidity: Arbitral procedures are fast compared to judicial procedures which can last years.

c- Confidentiality: Judicial procedures are held in public hearings, whereas arbitration and mediation procedures are confidential and pronounced only in the presence of the concerned parties.

- Classical judicial means: Courts (Commercial sections: competence):

As specified above, the Algerian legal system is composed of tribunals and courts answering to the Supreme Court. The Tribunal constitutes the basic jurisdiction. It is divided into four main sections: civil, criminal, labor and commercial. It has statutes with a unique judge in all matters except for those where the Law stipulates otherwise. This is the case for labor sections where the judge is assisted of two assessors (one representing employers and other employees).

The commercial sections are competent for the treatment of all commercial conflicts such as: Commercial lease conflicts, contracts interpretation, contractual obligations, commercial credence, maritime conflicts, guaranties related to commercial transactions.

A law project modifying the judicial organisation which would institute commercial and maritime courts is currently in discussion at the parliament.

- Private means:

The Algerian Chamber for Commerce and Industry (CACI) has in 2000 introduced an adhesion request to the International Chamber of Commerce (ICC) which accepted it and this lead to the creation of the “ICC ALGERIA”.

Also, a Mediation and Arbitration Center has been created near the CACI. This center aims to sensitize all commercial companies to the use of private means for resolution of their conflicts.



II. Arbitrage/ Arbitration :

1. **Compromissory clause / Ad Hoc arbitration.**

The Algerian civil code in its article 106 stipulates that ‘The convention is the parties Law’. This means that all clauses stipulated in a contract and to which the parties have adhered, are binding to these parties.

Thus in almost all international commercial contracts, the litigation clause is submitted to Arbitration resolution. For internal commercial contracts, the recourse to Arbitration is not common, but is growing considerably.

When the parties agree to submit their possible litigation to arbitration, this agreement is called compromissory clause.

Organization of the arbitration

The compromissory clause must, upon nullity, appoint the arbitrators or lay down the conditions under which their nomination will be made. The arbitration court can consist of only one arbitrator or an odd number of arbitrators.

The arbitration clause can organize the course of the arbitration or provide that the litigation will be subject to the arbitration rules of an indicated organism.

The arbitrators produce their award in the litigation in accordance with the legal provisions, unless the parties expressly give them the capacity to rule otherwise. They then have the capacity to rule in equity.

2. Institutional arbitration :

The arbitration convention and the option between two types of arbitration

The recognised freedom for the parties to (conclude) sign an arbitration convention can be implemented by resorting to an ad hoc arbitration or an institutional one.



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1. Option in favour of an ad hoc arbitration

When providing that “parties can directly ... designate the arbitrator or arbitrators or provide modalities of their designation...”, the legislator authorises contractors to give competence to an ad hoc arbitration court, specially constituted to settle an existing dispute - or one likely to exist.

In this ad hoc arbitration, parties themselves must organise the constitution as well as the functioning of this court. The parties must envisage to settle the disputes by a prior conciliation. They have to set a delay between the amicable settlement and the litigation stage, to choose a mode to designate arbitrators and the president of the arbitration court, to predict a subsidiary organ to designate an arbitrator or the president of the arbitration college in order to compensate for the failing or the disagreement of the parties, to locate the seat of this jurisdiction, to determine the applicable law to the point at issue as well as the procedural law, or to give competence to the arbitration court to resolve the question and, finally, to specify the deliberation terms and the enforcement of the arbitration sentence.

2. Option in favour of institutional arbitration

Giving the parties the freedom to make “reference to an arbitration regulation” (art. 458 bis2, ch.1) the legislator authorizes them to have recourse to the institutional arbitration to settle their conflict. The institutional arbitration is the one which proceeds in accordance to rules and regulations implemented under the authority of a permanent arbitration center, such as the International Center of Settlement of Disputes related to Investments (CIRDI), International Chamber of Commerce or Euro-Arabic Chamber of Commerce.

The essential advantage of this way of settling disputes comes from the fact that the parties content themselves with making a reference to a determined arbitration’s regulation, by means of their compromisory clause. They don’t have – under the condition that the convention has been well drafted- to be concerned by the organisation of this international trade arbitration. In addition, the permanent center they have chosen normally has competence to put in place and supervise this arbitration and, if needed, to resolve all the difficulties that may occur either during the constitution stage of this jurisdiction or during its functioning.

3. Arbitration in the Algerian law.

a. Civil Procedure Code



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A.1. Ordinance 66-154 of June 8th, 1966 related to Civil Procedure code.

It mentions arbitration in its articles 442 to 454, wholly inspired from the French Civil Procedure code. The Algerian code gives the national companies the right to compromise in a new long article 442 bis. When the supervision authority of the litigant companies is the only one, then it arbitrates the disagreement. In the case where they are under different supervision authorities, the usual procedure is then implemented: each party chooses its own arbitrator; the two arbitrators choose the third one. These three are necessarily nominated amongst the State's agents.

This new procedure, unnecessarily complicated by a legislator restrained by the necessity to respect socialism principles did not seem to be successful, not to say that it was a failure, because examples of disputes settled by this procedure are rare.

The 1966 Code does not expressly devote a single article to the international trade arbitration. However, the essential relationships between the local companies and the foreign ones have, in fact, imposed the compromise clause that the Algerian companies were forced to accept.

The constitution of 1989 restored two fundamental principles, by opting for free market economy:

- The principle of freedom of trade
- The principle of protection of private ownership.

The first principle has been expressed by the end of the monopoly on foreign trade, by encouraging private investment and by the submission of public companies to private law. The consequence is that Algerian public or private enterprises became legally solely responsible of their future.

They negotiate under their own responsibility their international contracts. Yet, amongst the most important clauses they have to negotiate, there is the one in relation to the settlement of possible commercial litigations.

So, the modification of the Civil Procedure code by decree N° 93-09 of April 1993, gives unequivocally the permission to public and private companies to have recourse to internal and international arbitration, in order to settle their economic and commercial disputes.

A.2. Legislative decree of 25/04/1993:



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The legislative decree of April 25th, 1993 instituted for the first time, in Algeria, the international arbitration as a preferred process to settle disputes between a local operator and his foreign partner. This reform was made by the insertion of a chapter IV called “PARTICULAR DISPOSALS TO THE INTERNATIONAL COMMERCIAL ARBITRATION” in the Civil procedure Code

This text has in particular:

1. Abrogated and replaced article 442 of CCP by the following disposals:

“A person can compromise on the rights under her disposal. We can not compromise on food obligations, law of succession, housing and clothing, nor concerning public order, condition or people capacities.”

Moral Entities of public law cannot compromise, except in their international commercial relationships”

The second paragraph gives the opportunity to persons of public law to have recourse to arbitration which is innovative.

2. Introduced particular disposals to international arbitration

Article 458bis stipulates: “Is international, in the sense of this present chapter, arbitration which knows disputes related to international commerce interests, in which at least one of the parties has its headquarters or its location in a foreign country”

This text is in line with the reforms policy of that time.

b. Other codes approaching arbitration:

- Civil Procedure code;
- Investments Code;
- Several International Agreements.

4. International conventions related to arbitration and entry of Algeria:

- a) Convention of New York ratified by Algeria in 1988 (Decree 88-233 of November 5th, 1988- JORA 1988 page 1256).
- b) Convention of Washington of march 18th, 1965 ratified by Algeria in 1995 (Ruling N°95-05 of January 21st,1995 – JORA 1995 page 5)



c) Other conventions:

- Algerian –French economical cooperation protocol concluded June 21st, 1982
- Algerian-French arbitration's rules and regulations of march 27th, 1983
Ratification of the convention related to the Arab Organism of Investments Guarantee (GIAO) (ruling 72-16 of June 7th, 1972- JORA 1972, page 654)
- Convention of Séoul which constitutes the Multilateral Agency of Investments Guarantee, ratified by presidential decree N°95-345 of October 30th, 1995- JORA N°66 of November 5th, 1995
- Several bilateral agreements with several countries among:
 - United States of America, presidential decree N° 90-319 of October 17th, 1990
 - Belgian-Luxembourg Economical Union, presidential decree N°91-345 of October 5th, 1991
 - Italy, presidential decree N°91-346 of October 5th, 1991
 - France, presidential decree N°94-01 of January 24th, 1994
 - Romania, presidential decree N°94-328 of October 22nd, 1994
 - Spain, presidential decree N°95-88 of March 25th, 1995

5. **CIRDI arbitration**

1. **Investments in Algeria**

Investment in Algeria is governed by the new investment code stated by the ordinance 01-03 of August 20, 2001 related to investment development.

The code mentions the type of investments in its field and refers to creation of goods and services.

2. **Settlement of disputes between the government and foreign investors:**

Two types of conflicts are envisaged: those which involve two States under contract with regard to the interpretation or the implementation of these agreements and those which could rise between one of these countries and a foreign investor.

Concerning the possible disagreements consecutive to interpretation or implementation of these bilateral agreements, the diplomatic settlement is naturally preferred. If this dispute could not be settled amicably in three or six months from the time it has been raised, the most diligent party can in this case submit it to an ad hoc arbitration court of international public law.



The constitution of this jurisdiction starts by the designation of an arbitrator by each government; these two members choose by a common agreement a third person, citizen of a different country who is officially appointed by the two governments as President of the arbitration court.

If this arbitration college is not constituted in a specific delay, the United Nations Secretary General or the CIRDI, or the President of the International Court of Justice is called in addition to nominate an arbitrator or the president of the arbitration court.

Concerning the determination of the applicable law to the litigation, we notice that bilateral agreements refer either to international law or to the conventional rules disposals.

Concerning procedural law, all the aforementioned agreements of promotion and protection of investments give entire freedom to the arbitration court to establish the procedure rules and regulation.

When there is a dispute between the hosting country and a foreign investor, and if this dispute could not be resolved by an amicable settlement in six months after it has been raised, one or different possibilities are offered to the party in demand. Sometimes, the most diligent party has the choice between the competent state jurisdiction of the area of the investment and an ad hoc court; sometimes the same party can opt for this last jurisdiction and an institutional arbitration under the aegis of Stockholm Chamber of Commerce or the International Chamber of Commerce.

6. Arbitration award:

A) Implementation of the arbitration award:

The essential effect of the arbitration award is to generate, via its system, some enforceable obligations either under the two parties' responsibility or one of them. This implementation can be done in two different ways; either by the voluntary enforcement under article 458 bis 16 ch.3 or by implementing a procedure predicted by article 458 bis 17.

A.1. Voluntary enforcement

The experience in the international commercial arbitration shows that in most of the cases, the arbitration award, which by definition resolves disputes between parties, is voluntarily enforced by the condemned party. Almost all the sentences against Algerian public enterprises were enforced without the intervention of exequatur judge.



A.2. Enforcement of the sentence by exequatur

It is only when the voluntary enforcement is not possible or available that a forced enforcement might be obtained by the implementation of exequatur proceedings. In this regard, two questions should be asked: one is in relation to the submission of the case before the exequatur judge and the other is consecutive to the conditions of recognition and the enforcement of the arbitration sentence.

A.2.1 Submission of the case before the exequatur judge:

Submitting the case before the exequatur judge by the most diligent party leads automatically to the first question, which concerns the designation of the competent judge. When the sentence is to be enforced is Algerian, which means the arbitration court seat which made this sentence is located in Algeria, it is declared as being enforceable by the President of the court in which it has been made.

On the other hand, if the seat of the arbitration court is out of the Republic's territory, the competence to order an enforcement of the sentence comes to the President of the court where this enforcement is requested.

A.2.2. Conditions of recognition and enforcement of the arbitration award

- Proof of the existence of this award: article 458bis 18 of Civil Procedure Code makes provision for “existence of an arbitration award is established by the production of an original in addition to the arbitration convention or copies of these documents having all the required conditions for their authenticity.
- The award must be written in an understandable language for the judge:
In this regard, the New York convention, ratified by Algeria make provision for it in article 4-2: “if the aforementioned sentence or convention is not written in the official language of the country where the sentence is invoked, the party which asks for recognition and the enforcement would have to translate these documents in the mentioned language, the translation must be certified by an official or sworn-in translator, a diplomatic or consular agent.”
- The award should not be considered as contrary to the international public order, in implementation of article 458 bis 17.

After verification that these conditions are all together, the President of the court renders the arbitration award enforceable by virtue of a ruling transcribed at the end or in the margin of the



minutes. It is only in that moment that the court clerk is authorised to deliver an authenticated copy of the award to be enforced. An appeal could be lodged against this ruling.

B) Appeals against the arbitration award enforcement:

B.1. Appeal:

The appeal is not lodged directly against the arbitration award; it is the ruling of the President of the court that might be subject to appeal, either when it has been refused or when it gives the authorization for the enforcement of the arbitration award.

In fact, article 458 bis 22 of Civil Procedure code states that: “The decision refusing the recognition or enforcement is capable to appeal”.

Article 458 bis 23 of Civil Procedure code states that: “The appeal of decisions granting the recognition or enforcement of an Arbitration award is opened only for the present cases: ...”

B.2. Motion for annulment

Article 458 bis 25 chapter 1 of Civil Procedure code states that: “the arbitration award made in Algeria in matters of international arbitration could be subject to a motion for annulment in the cases of article 458 bis 23”.

The appeal, as we explained earlier, concerns only the President of the local court’s ruling which refuses or gives the authorisation to enforce an international arbitration sentence. On the other hand, the motion for annulment aims at calling directly, the award rendered in Algeria, into question.

B.3. Opening cases in an appeal or during an application for annulment:

- Default, nullity or expiring of the arbitration convention,
- Irregularity in the composition of the arbitration court or in the designation of the unique arbitrator,
- Violation of the assignment given to the arbitration court ,
- Non respect of the contradictory principle.



Lodging an appeal or an application for annulment has to be implemented in one month maximum from the moment the decision of the arbitration award is notified. The delay as well as the length of the appeal are suspensive of enforcement (article 458bis 27).

Finally, the rulings passed by the referred court for an appeal or an annulment might be subject to an appeal near the Supreme Court (article 458 bis 28).

7. Arbitrators

A. Constitution of the arbitration court

Even if we often use the expression “arbitration college”, we must not forget that an arbitration court can also be constituted by one arbitrator only.

7.1 Arguments that plead in favour of only one arbitrator:

- a) the unique arbitrator method results in its lower cost,
- b) it accelerates the settlement of the dispute.

7.2 Arguments that plead in favour of an “arbitration college”:

- a) arbitrators that form the court complement each other, and are able to comprehend all the elements of the problem;
- b) a high probability that one of the arbitrators has a knowledge of the type of law implemented for the dispute;
- c) the arbitration college is more comfortable because the responsibility is shared between its members and decisions are made after deliberation.

B. preliminary demands to the appointment of an arbitrator

- a natural person;
- use of legal capacities;
- the nationality condition is not imposed except in one situation: when there is a disagreement between the parties with regard to the nomination of the president of the arbitration court. In this case, it is the judge’s responsibility to carry out the nomination by designating a third party (an arbitrator) with a different nationality than the parties (article 458 bis 4, ch. 2);
- the arbitrator must have the qualifications agreed between the parties (article 458 bis 5a);
- the arbitrator must be independent (article 458 bis 5c)



- the arbitrators must sign a document accepting the mission given by the parties.

C. Nomination procedure

1. Nomination of the arbitrators for ad hoc arbitration

In the ad hoc arbitration, the constitution and the functioning depend only on the parties' common will. They are authorized to designate directly and in all freedom arbitrators who would compose the arbitration court in accordance with article 444, chapter 1 of Civil Procedure Code which enacts that “the compromise designates the litigation subject and the names of the arbitrators under nullity”

2. Nomination of arbitrators in institutional arbitration

The second way of designation of the arbitrators results from the reference of the parties to an arbitration settlement law elaborated by a permanent arbitration institution, which signifies in other words that it is in function of that settlement chosen by the parties during the conclusion of the arbitration that arbitrators would be nominated, dismissed or replaced.

However, we should specify that the intervention of these arbitration centers, concerning the designation of the arbitrators, often presents an auxiliary nature.

D. Parties' choice

1. Choice of the applicable proceedings law

This recognized freedom of the parties to designate the proceedings law governing the arbitration court functioning is recognized both in internal and the international law.

1. a. Internal law

The arbitration convention can, directly or by reference to an arbitration regulation, regulate the procedure to be followed in the arbitration authority; it also can submit it to the procedure rule which it determines (article 458bis 6). This disposal does nothing but recognizing a principle generally admitted by the national legislations which is the entire freedom given to the parties for the designation of the proceeding law under which the international arbitration would be submitted.

1. b. International law



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The conventional international law authorises the parties to choose the proceedings law applicable, in an indirect manner. This rule is recognized in the New York convention of June 10th, 1958 in which it is specified that the acceptance of a foreign arbitration sentence can be refused if the party against which it is adduced gives the proof that the constitution of an arbitration court or the arbitration procedure has not been in keeping with the parties' convention.

2. The choice of the applicable law to the dispute

The choice of the applicable law to the dispute is only authorized when it concerns an international contract, and it is according to this law that the validity and the impact of the contractual clauses are appreciated.

The legislative decree of 1993 dictates that it must be done as a rule voluntarily by the parties. Failing that choice, the arbitration court must operate to this choice according to an objective system resulting from the location in the frame of the international contract.

Under the legislative decree of April 25th, 1993, the autonomy rule of the will is recognized unambiguously, article 458 bis 15 stating: "the arbitration court resolves the case implementing the law regulations that the parties have chosen....".

III Mediation

Conflicts do not all end near the court, there are other methods of resolution of conflicts, among them, one which is emergent and which allows solution of many conflicts is mediation.

1. Definition:

The most known definition of the mediation is "alternative mode of resolution of conflicts". It consists of calling upon a third party (mediator) who is not concerned personally with the litigation, to facilitate to find a solution acceptable by the two parties.

Consequently, mediation is a process which helps the parties to find a solution to their problems, without imposing it. It does not propose a solution, it does not advise and it does not give a proposal but it helps the parties to be listened to, be understood, to communicate and to find a solution themselves.

2. Needs for the mediation:



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Everywhere in the world conflicts exist, from the small family unit, between brothers and sisters, and the commercial conflicts between companies to the great diplomatic conflicts between States.

Indeed, mediation existed since formerly in the traditional societies in which people did not always need laws or codes to regulate their conflicts, but there was indeed this more peaceful abstract method more supported by these people where a third person interposes between two adversaries for purposes of helping them to settle their conflicts.

From there, the need for the mediation has not gone back to today, it exists for several years in the old societies which knew laws yet neither courts nor judges.

Nowadays, in spite of the existence of justice, the need for recourse to mediation remains large, and the rediscovery of the mediation, forgotten since the era of the traditional societies, is emergent today. This recourse increases because of the risks of justice which are as follows:

- Slowness.
- Cost.
- Complexity.
- Other risks.

This recourse to mediation explains the need for the parties to control the course of the procedure themselves, they do not feel not deprived of their business, they control the payment of their conflicts themselves, they have the possibility of stopping the process of mediation constantly of its unfolding, their agreement makes the law.

In addition, the recourse to mediation is not limited to industrial relationships (conflicts between associates, companies, employers and employed...), it can be also selected as the mode of resolution in any conflict which can emerge from a personal relation (between friends, husband, brothers etc).

The advantages of the mediation are:

- Flexibility and speed of the process.
- Confidentiality.
- Freedom.
- Mediation applies to all the situations which can generate conflicts.

3. Mediation Centre in Algeria

Recourse to mediation is still hesitant and rather unknown among the general public in Algeria. People still prefer to go to justice to solve their litigations rather than to have recourse to a third



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person which they choose. However the traditional practice of mediation exists in Algeria since long ago in an unconscious way and in more banal conflicts, although these people do not know the legal authenticity of this mediation.

A centre of arbitration and conciliation was created by the Chamber of Commerce and Industry in Algeria, which regulates conflicts of an economic nature.

This centre is not very active and has a low volume of businesses since the companies today hesitate to entrust to this centre the resolution of their conflicts beside their preference to choose the justice of State.

4. The Mediator

The mediator is the third person who accompanies and intervenes between the parties having a conflict and assists them to find a solution with their conflict.

This third person must meet certain characteristics to be ready to play the role of mediator.

This is why, this mediator must:

- Be impartial.
- Respect the confidentiality.
- Be available.
- Act in the respect of the laws.
- Be independent.
- Be qualified.
- Be diligent.
- Respect the freedom of the parties.

5. Decisions resulting from the mediation:

It should be noted that the mediator is not a judge, the judge sentences in litigations who are subjected to him; on the other hand the mediator does not have any capacity to sentence. In fact, the parties find a solution to their conflict with the help of the mediator, the solution is regarded as a legal agreement, it makes the law of the parties, if found solution is not carried out, the parties can recourse again to the mediator, and if the conflict persists, the parties are free to carry the conflict to the justice system.

6. Support of the Government:



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As already mentioned above, justice remains the means most requested by people in the various fields of conflicts.

In the developed countries, it is the judge who directs sometimes the parties towards a mediator; this orientation is a promotion of the mediation.

In Algeria the method of mediation is not applied yet even not known to the professional and even the judge does not know it and does not know yet the legal authenticity of the decision of mediation. Consequently, there is no existence yet of support of the Algerian government encouraging mediation.

APPENDIXES:

Appendix A: trade organisations representing SMEs

Appendix B: all legal/justice organisations - eg. Ministry of Justice, Bar Association

Appendix C: all organisations providing either mediation or arbitration services.



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organisations representing SMEs

C O U N T R Y : A L G E R I A									
Association	Address	ZIP code	City	Country	Phone number	Fax number	E-mail	Web site	Contact
Association Pour La Création Et La Promotion De	ISGP BP 179, Rue Hadj Messaoud Nourreddine Baha - Bordj El Kifane EX-LIDO - ALGER	16000	Algiers	Algeria	021.20.38.76 / 021.20.33.47	021.20.38.08	N/A	N/A	M.RAKED
Associations des Chefs d'Entreprises (SEVE)	SIEGE DE L'ISGP BP 179, Rue Hadj Messaoud Nourreddine Baha - Bordj El Kifane EX-LIDO - ALGER	16000	Algiers	Algeria	021.29.23.80	021.29.23.80 / 038.84.30.70	N/A	N/A	MME OUZROUT YASMINA
Association des Exportateurs Algériens (ANEXAL)	Immeuble ALGEX Route nationale N°5 Mohammedia. Alger	16000	Algiers	Algeria	021.82.42.28 / 52.12.10	021.82.42.27 / 52.11.26	anexal@wissal.dz	N/A	N/A
Association SOUS-TRAITANCE Et De Partenariat	Chemin Du PARADOU - BP 15 - HYDRA ALGER	16035	Algiers	Algeria	021.48.44.84	021.48.25.33	N/A	www.bastp.dz.org	M.LAIB AZZIOUZ
Association Allemande de Commerce et d'Industrie	47 b, Chemin Poirson - El-Biar - Alger	16000	Algiers	Algeria	021.92.18.44 / 021.92.17.79	021.92.18.27	info@ahk-algerie.dz	www.ahk-algerie.dz	M. Andreas HERGENROTHER
Association de Reflexion autour de l'Entreprise CARE	c/o NCA, zone industrielle de Rouiba, Alger	16000	Algiers	Algeria	021.81.22.93	021.93.71.79.	info@care.org.dz	www.care.org.dz	M. Samy BOUKEILA
Association de Promotion des Exportations (FSPE)	N/A	N/A	N/A	N/A	021.52.20.82	021.52 12 10	N/A	N/A	N/A
Association d'Entreprises	Villa N°06, Lot Benhaddadi, Chérage, Alger	16000	Algiers	Algeria	021.36.33.35 / 021.36.34.09	021.37.13.14	contact@fce-dz.org	www.forum-dz.org	N/A
Association de Promotion du Commerce Extérieur	Route nationale N°5 Mohammedia. Alger	16000	Algiers	Algeria	021.52.20.82 / 52.12.10.	021.52.11.26	N/A	www.promex.dz	N/A

Partnership for the Middle East and North Africa Offices	c/o International Finance Corporation, 19, Rue Emile Marquis (Djenan El Malik), Hydra, Alger.	16035	Algiers	Algeria	021.54.80.10	021.54.95.82	webmaster@ifc.org	www.ifc.org/ifcext/mena.nsf	N/A
Commerçants Et Artisans	N/A	N/A	N/A	N/A	N/A	021.73.65.34/33	N/A	N/A	M.BOUSBAA SALAH

Legal/justice organisations - eg. Ministry of Justice, Bar Association

C O U N T R Y									
LEGAL INSTITUTIONS									
Function	Address	ZIP Code	City	Country	Phone number	Fax number	E-mail	Website	
	8 place Bir Hakem, El-Biar, Algiers	16000	Algiers	Algeria	021. 92.41.83 / 021. 92.12.60 / 021. 92.36.93 to 97	021. 92.17.01	info@mjustice.dz	www.mjustice.dz	
Barreaux	Barreau d'Alger : 10, rue Abane Ramdane, Alger.	16000	Algiers	Algeria	021.73.68.96 / 021.73.97.26	021.73.97.26	batonnier@barreaudalger.org.dz	www.barreaudalger.org.dz	
des Notaires	N/A	16000	Algiers	Algeria	021.63.53.48	N/A	N/A	N/A	
des Huissiers	08, rue Bab Azzoun, Casbah, Alger	16000	Algiers	Algeria	021.71.47.55	N/A	N/A	N/A	

Organisations providing either mediation or arbitration services

COUNTRY									
LOCAL ARBITRATION-ADR CENTRES									
Association	Qualification	Address	ZIP Code	City	Country	Phone number	Fax number	E-mail	Website
Confédération Algérienne de Commerce	ICC Algeria is an ICC national committee. These national bodies comprise leading companies and business associations in their countries or territories. National committees shape ICC policies and alert their governments to international business concerns.	Palais Consulaire, 6, Boulevard Amilcar Cabral - Alger	16003	Algiers	Algeria	+213 21 96 66 66 / 96 77 77	+213 21 96 99 99	N/A	www.caci.com.dz



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