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# SYRIA COUNTRY CHAPTER

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Project of the European Commission



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## **1. Commercial Disputes**

Syria, the cradle of civilization, has always been a centre of commerce and trade, Damascene businesspersons have always been as renowned as exceptional traders. Syrians have traded with almost all the countries of the world. Syrian traders are also known for their good reputation, skills and honor.

In the old days, Syrian traders were bound by their word of mouth, an attitude that is important to date.

The fact that Syria is famous, since ancient history, for domestic and international trade implies the prominent role that trade has played in the economical life of the country.

There are no official statistics available of the share of domestic and international trade in the national economy, but it is certain that trade plays a large economical role due of the fact that a large number of Syrian work in trade.

The most of this trading work is done by small, medium companies, and some big companies (the biggest number of which are family companies). Due to the growing volumes of domestic and international trade, commercial disputes have emerged, also did the need to find suitable mechanisms to solve these disputes as quickly and less expensively as possible.

Nowadays and with the development of the business transactions and international trade, the parties are always regulating their relations by entering into agreement. Such agreements do normally stipulate for the manner of solving disputes.

Although the Syrian Commercial Code provides for all types of commercial activities, it should be noted that this code was passed in 1949 and has not been changed to date. A new draft is being prepared and is bound to be enacted in the very near future<sup>1</sup>. This new law will take into consideration all the aspects of the modern commercial transactions.

The Syrian legal system does not have a separate specialized court to judge commercial disputes (although in certain cases, commercial disputed are referred exclusively to one or two of the First Instances Courts, and the number of lawsuits that heard per year are about 1500 cases). Judges do not receive any commercial training, they are normal judges who

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<sup>1</sup> Due to be passed in 2006



adjudicate all forms of cases. Therefore, it is not possible to have any statistics and data on existing commercial disputes. The government has realized that it should have specialized commercial courts to expeditiously judge all disputes. The fact that commercial disputes take the same length as normal cases has a bad impact on the Syrian economy and companies are despaired when it comes to litigation in Syria.

Although the Commercial Code provides for certain texts applicable to bankruptcy, the courts hardly judge a bankruptcy case. Most of the cases judged at the court relate to financial disputes resulting from non-fulfillment of obligations of a signed contract or those cases that stem from the terms of the contract in general. Private banks and insurance companies were only recently allowed to operate; this will without doubt result in a growing number of bankruptcy cases.

There is no arbitrational center, neither domestic nor international, in Syria, that would be referred to for solving disputes, and no special arbitrational courts for certain types of trade. .

Parties may in certain cases revert to amicable arbitration whereby they nominate an arbitrator to solve their dispute. However, this process will in most cases fail to legally resolve any dispute because of the fact that the nominated arbitrator is often not aware of the of legal requirements of the arbitration process since any arbitration not concluded in accordance with the legal requirements may not be enforced. In this case, the parties usually find themselves in deeper troubles and will have finally to revert to court.

Chambers of Commerce do some time play an arbitration role between its members but this remains in the form of amicable settlements.

Cases involving the public sector are judged by the Administrative Court especially those relating to procurement. These contracts can be characterized as really having a commercial nature especially when it comes to delay penalties, bid and performance bonds, failure to adequately perform the contracts, rise in price of material either by virtue of the state itself or in the international market, etc.....

Special labor courts are well established in Syria. These courts usually judge all disputes between the employers and employees relating to remunerations, employment conditions. Disputes relating to dismissal are resolved by a specialized committee; the committee is composed of a judge, representative of the employees, representative of the employers, a representative from the Ministry of Labor and Social Affairs and a representative of the governorate.



Syria's most important investment law is law no. 10 of 1991<sup>2</sup>, which provides for a number of incentives. This law was amended by Legislative Decree no. 7 of 2000. The new decree introduced new ways of dispute settlement between investors themselves and investors and public entities. The new forms of dispute settlements are:

1. By amicable settlement
2. If an amicable settlement is not reached within 6 months of notice of amicable settlement, the parties may choose the following options:
  - Recourse to arbitration.
  - Recourse to Syrian courts.
  - Recourse to the Arabic Investment Court established by the Unified Convention for the Investment of Arabic Capital in Arabic Countries of 1980.
  - Alternatively, to settle the dispute according to the terms of the convention signed between Syria and the country of the investor for the insurance of investments.

## **2. Arbitration**

Arbitration started to play a growing role in dispute resolution whether the dispute is related to domestic contracts, international contracts, state relations, or international commercial relations.

In Syria, the arbitration establishment started to play an effective role especially for the advantages it provides. Individuals and businesspersons are more and more in favor of referring their disputes to this establishment. The advantages provided by the arbitration establishment such as the quick resolution of disputes, avoidance of lengthy and complicated juridical procedures are regarded, despite the associated costs, as vital and crucial to the business community especially in the presence of the changing circumstances such as the fluctuation of currency exchange, the enactment of new laws that has a great impact on prices and material value of objects.

The Syrian Code of Civil Procedure, which is the main basis of dispute resolution, and which has stipulated the rules and basis of voluntary arbitration in Syria, is derived, in certain of its basics, from the Egyptian pleading law, which was also derived from the French law, but with some modifications that do not change its essence.

The recourse to arbitration is not obligatory in Syria. It is made voluntarily on the agreement of the disputing parties. They can come to agree (and the same applies to state departments) to

<sup>2</sup> This is the most prominent investment encouragement law.



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recourse to arbitration in Syria, or through any international or regional arbitration center, and the same procedure applies in choosing the law applicable.

Syria does not have a special law for arbitration, the rules and regulations applicable to arbitration are contained in the Code of Civil Procedures<sup>3</sup>.

According to Syrian law<sup>4</sup>, if the contract stipulates that any dispute arising in connection with the agreement shall be finally settled by Arbitration, then the Syrian courts are obliged, if so demanded by the defendants, to stop the legal proceedings and refer the parties to arbitration provided that this request is made by the defendants when attending the first hearing and before any other defense.

### Issues not subject to Arbitration

Arbitration is not possible in questions relating to personal status, nationality, and questions which may not be subject to conciliation<sup>5</sup>.

### Arbitration Requirements

Syrian law stipulates that arbitration must be outlined in writing (i.e. an arbitral clause or arbitration agreement). The arbitration clause may stipulate that any dispute, in general, may be referred to arbitration, while the arbitration agreement must clearly describe the areas to be covered by arbitration<sup>6</sup>.

It is imperative that an uneven number of arbitrators<sup>7</sup>, usually three, ought to be named to judge potential disputes. The arbitrator's acceptance of the appointment must be in writing unless appointed by the court<sup>8</sup>.

### Appointment of Arbitrators

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<sup>3</sup> Passed by Decree No. 84 of 1952 – Articles 506 to 534

<sup>4</sup> Articles 144 – 148 of the Code of Civil Procedure

<sup>5</sup> Article 507 of the Code of Civil Procedure

<sup>6</sup> Article 506 of the Code of Civil Procedure

<sup>7</sup> Article 511 of the Code of Civil Procedure

<sup>8</sup> Article 513 of the Code of Civil Procedure



The arbitrators may be appointed by the parties either before or after the dispute has arisen. The parties may nominate the arbitrators; determine their number in the initial agreement or in the arbitration agreement.

In case of dispute, where no agreement was reached on nominating the arbitrators, or if one or more of the agreed upon arbitrators refused the work, resigned, or got detained, or dismissed, and the disputing parties weren't ready with a special related stipulation, then it is left to the court of competent jurisdiction originally concerned with hearing that dispute to nominate the needed arbitrators, depending on a request by the party concerned with realizing a prompt resolution, in presence of the other party/s, or in their absence, after being summoned to a session to be held in the adjudication room. The number of arbitrators nominated by the court must be the same as agreed upon between the disputing parties, and the judgment issued by the court nominating the arbitrators is not subject to any form of appeal or recourse.

There also exists an exceptional way in nominating arbitrator/Seller, the Syrian law of procurement provides that the head of the arbitration panel must be a judge of the State Council, nominated by the head of the Council, or a judge nominated by Minister of Justice, and the other members of the panel are a representative of each of the public department and the contractor.

However, the practice in Syria is that the agreement would stipulate that each of the contracting parties nominate an arbitrator and the nominated arbitrators nominate the presiding arbitrator. However and in most of the cases, the nomination process is reverted to the court for nomination.

There are no available lists containing the names of qualified arbitrators in Syria, but there are conventionally known names of arbitrators, who enjoy a good reputation in both the legal profession and the business community. Arbitrators are usually legal professionals, retired or working judges or known businesspersons. In addition, foreign arbitrators may be nominated.

### **Arbitration Process**

The location of arbitration is agreed upon between the parties, or left to the later decision of the arbitrators. If the arbitrator is not exempted from committing to the terms of the Code of Civil Procedures and the rules of the law, he/she is committed to issue a resolution that is in conformity with the Syrian law of Civil Procedures.



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When the parties do not stipulate a time for the deliverance of the award, the arbitrators must deliver the award within three months from the date of their acceptance of the appointment, otherwise, each party has the right to seek a court order to appoint new arbitrators.

All documents relating to the dispute must be handed to the arbitrators 15 days before the date set for the final decision. If one party fails to submit its evidence, arbitration is carried out on the basis of the other party's documents alone.

### **The Award**

The arbitral award must be reached by a unanimous or majority decision and it should be delivered in writing. The award must be accompanied by a copy of the arbitration agreement, a summary of the parties' defense and their documents, reasoning, date and place of its issuance and the signatures of the arbitrators.

The arbitral award is subject to appeal to the ordinary court of appeal, unless:

- a) The arbitrators were instructed to perform a conciliatory act;
- b) The award was assigned by the court of appeal;
- c) If both parties previously waived the right of appeal;

### **The confidentiality rule of arbitral proceedings:**

The basis in Syria is that arbitral proceedings are open to parties involved only (since it is private arbitration), until a resolution is made concerning the related dispute.

Upon enforcement of the award, the arbitration loses confidentiality and proceedings become open, so unconcerned persons may be aware of such process.

The same applies when challengeable arbitral awards are issued. The sessions of the court hearing the challenge are open (since the arbitral proceedings have moved from the private frame to the usual jurisdiction), and hence all related procedures and sessions become open.

### **Enforcement of Awards**

The arbitral award must be submitted along with the arbitration agreement to the court, which has jurisdiction to entertain the dispute. The award, when final, is not enforceable without a



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decision by the president of the court of First instance in his capacity as judge of expeditious matters

Arbitral awards issued in foreign countries are enforced if they are final and executable in the country in which they were made and within the same conditions that are required in that country for the enforcement of Syrian judgments.

According to Syrian law, enforcement of foreign arbitral awards is subject to the same regulation applicable to foreign judgments.

Arbitral awards which are not subject to appeal, or which are subject to appeal but for which the time limit for making, the appeal has expired, only become enforceable upon a decision by the President of the Court with which the award was registered upon request of one of the interested parties. This decision is made after having heard the other party during a hearing held in compliance with the same procedure, which applies for expeditious proceedings.

The President of the court does not examine the merits of the case; his role is restricted to the format control of the award required by the law as concerns the award as well as the verification of the capacity of the parties and the fact that the award is not against public order. (I.e. the President of the Court must verify whether that the award contains the various matters required by law, namely a summary of the claims and arguments of the parties, the reasons for the award, the decision, the date and place where it was made, the signature of the arbitrators. The President of the court must make sure that the rights of the defense have been respected, that the award does not relate to nationality, personal status nor any matter, which could not be subject to conciliation. The President of the court also must make sure that the arbitrators have not exceeded the scope of the mission determined in the agreement to arbitrate nor the period fixed for the proceedings, and finally that the agreement to arbitrate is joined to the award).

### **Procedures of enforcement**

The party seeking enforcement must apply to the court at which the award was registered (the court originally having jurisdiction over the case). In most cases, it is the court of First Instance in its capacity as the court of expeditious matter. The defendant must be notified of the case. (Before the initiation of proceedings, stamp duty must be paid on the amounts contained in the award – this is considered a part of the arbitration cost. The stamp duty is currently set at 0.4 % of any amount figured in the award<sup>9</sup>)

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<sup>9</sup> Stamp Duty Law no. 44 of 2005



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The claimant may request a temporary seizure order against moveable or non-moveable assets of the defendant before notifying the defendant<sup>10</sup>.

The decision of the expeditious matters judge, with regard enforcement of a national award, is subject to appeal only and not to cassation according to the procedures associated with expeditious cases. The decision of the Court of Appeal is final and must be executed.

With regard foreign arbitral awards, Syria has opted for the criteria of the place in which the arbitral award was made. Article 528 of the Code of Civil Procedures stipulates that, the arbitral award must be made in Syria otherwise the rules applying to judgments made in foreign countries shall be applied to them”. Therefore, if an arbitral award is issued in Syria, then the laws applicable to national arbitral awards are applied. In the case the arbitral award is issued outside Syria, then the rules applying to the enforcement of foreign judgments and awards are to be applied.

From the above, in order to have an exequatur delivered, a case ought to be initiated at the court of First Instance. The party seeking enforcement has to submit the award and the Agreement to arbitrate, both translated into Arabic and legalized from the country in which they were issued and from the Syrian Embassy in that country.

The time frame needed for delivering an exequatur will depend on the process itself as the decision of the court of first instance is subject to appeal and the decision of the court of appeal is subject to a further appeal to the court of cassation (regarding foreign arbitral awards).

Usually all concerned parties follow all possible forms of appeal and recourse especially if one of the parties is a state party.

### **New York Convention**

Syria is a member country of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The accession was made within the frame of the United Arab Republic by decree No. 171 dated 2 February 1959 and no reservation was made when Syria ratified the treaty.

Despite that Syria has acceded to the New York Convention on the Enforcement and Recognition of international arbitral awards. Moreover, despite that, Article 3 of the New York convention states that the enforcing country must not apply more onerous conditions to

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<sup>10</sup> Article 312 of the Code of Civil Procedure



foreign awards. Syria, thus a party to the New York convention, contradicts Article 3 and applies more onerous conditions to those foreign arbitral awards. These arbitral awards are subject to three judicial stages, first instance, appeal and cassation. Whereas, national arbitral awards are subject to two stages of litigation and the enforcement case is considered and treated as a case of expeditious matter.

Therefore, it should be noted that it might be harder and longer to enforce an arbitral award rendered outside Syria than an arbitral award rendered in Syria. Therefore, if a party opts for foreign or international arbitration, this party may include that the seat of arbitration is in any country but the giving of the award is to be made in Syria.

Syria is also one of the countries signatory to Riyadh conventions, as per law No. /14/ of 1983, which convention became in force on Syrian lands on 30/10/1985.

The Syrian government has also concluded a number of dual juridical agreements with other countries, recognizing the execution of arbitrational awards issued in any of these countries, such as:

The Syrian/Romanian convention of 1979, article No. 9 thereof, the Syrian/Algerian convention of 1981, article No. 18 thereof, and the Syrian/Czech convention, article No. 32 thereof, all of which obliged the execution of arbitrational awards between these countries pursuant to the stipulations of the related convention.

### **Arbitration Centers in Syria**

To date, there are no arbitration centers or establishments in Syria as per the international conventional standards to settle commercial disputes. This leads individuals and corporations to form private arbitration courts "Ad Hoc", which are prevalent and accepted in Syria for dispute resolution.

There is a National Committee of the International Chamber of Commerce. Although this committee does not play the role of an arbitration center, it does provide certain assistance with respect any ICC arbitration or it provides any required information.

### **Other types of arbitration**

There are, also, other types of arbitration, enforced by the law, for settling disputes arising between parties.



The Syrian Code of Procedure is the main basis of dispute resolution, still the successive regulations in Syria have introduced several types of exceptional judiciary, each with special rules of dispute resolution, some are partially dependant on the Code of Civil Procedures, others have different basis; some consider arbitration a mandatory part of some contracts and disputes, and others leave this to the general rules.

Hereunder, are the most important laws and regulations related to arbitration, and are applicable in Syria:

- Family law obliged the referral to arbitration in the case of lawsuit of separation for dissension of the married couple, generally derived from Islamic Shari.
- Legislative decree No. /80/ issued 27/9/1953, related to the contracts and sales of Ministry of Defense having commercial nature, applicable to police, depending on law No. /5/ DD. 21/3/1952, which obliges per its article No. /25/ the resolution of all disputes related to delivery under these contracts by an arbitral committee.
- Law No. /134/ DD. 4/9/1958, related to agricultural work, which states under Section 4 – Chapter 1 thereof settling disputes by reconciliation and arbitration.
- Unified Labor Law No. /91/ of 1959, which stipulates under article No. /188/ and articles following thereof the obligatory referring to arbitration in cases of collective disputes between workers and employers.
- Law of State Council No. /55/ of 1959, in disputes in which the state is one of the parties, related to contracts finalized between state departments and establishments and natural or artificial persons, local or foreign, for supplying, construction, or other works, which disputes are in common of commercial nature. This has rather a voluntarily nature.
- Legislative decree No. 288 of 1969, related to the contracting system of the administrative sector departments, stated the right of the administration to agree to arbitration in accordance with the rules of convention of the administrative judiciary.
- Property-Seize Law No. /20/ of 1974, which stated under article No. /23/ thereof referring to arbitration to estimate the value of lands seized in case of dispute on the amount of compensation estimated by the seizer.



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Therefore, from viewing some of the laws and regulations related to arbitration in Syria, and the fields of activity related, we can conclude how vast is the usage of the arbitration establishment in the dispute resolution, and how diverse is the margin of arbitration as to be related to a number of the citizen's relations, from his/her relations to his/her family, to relations with employers, and commercial relations... etc.

### **Cost of Arbitration**

Because of the absence of arbitration centers in Syria, It is worth mentioning that defining the costs of arbitrational proceedings does not follow fixed rules, but usually defined by the nominated arbitrators, and, in general, those costs are much higher than those of referring the dispute to the usual court jurisdiction.

The costs of arbitration in Syria, compared to some of the international centers are somewhat similar. For example, costs defined by Dubai International Arbitration Center are almost the same as in Syria.

(Arbitrational fees are usually set at 10% of the approximate value of the dispute, not exceeding approximately 40,000US\$, whatever the value of the dispute might be.)

The costs related to attributing self-executing to arbitrational resolution, whether domestic or foreign, are about 0.5% of the value of dispute.

### **Number of Arbitration**

Number of arbitrational proceedings heard before the civil court of first instance of Damascus is about 35 annually, and the same is the number of requests for attributing self-executing.

The number of arbitrational proceedings heard before State Council, in which a state department is one of the parties, is about 100 annually, (but there are no requests for attributing self-executing to resolutions, since all these arbitrational awards are challenged by the state department concerned before Supreme Administrative Causes Court, then the department concerned directly executes, without further juridical proceedings for execution).

### **Training**



In Syria, there is no training or qualification of persons to become arbitrators since there are no arbitration centers in the first place. It is possible to nominate a judge as an arbitrator or head of an arbitral committee, and as mentioned above, in disputes where one of the disputing parties is a state department or one of the establishments of the administrative sector, the law obliges that the arbitral committee be headed by a consultant of the State Council, nominated by the head of State Council, or a judge, nominated by Minister of Justice.

There are no graduate or post-graduate university programs on Dispute Resolution or Arbitration. The only formation is acquired through the education period whereby law students are thought these matters relating to arbitration as stipulated in the Code of Civil Procedures.

There is no promotion of settling disputes through arbitration in Syria, and mostly such settlement is stipulated to be made through the usual jurisdiction. However, there is a new tendency in the business community to avoid settling disputes by referring to the usual jurisdiction, and including in most commercial contracts, even those with state departments and establishments of the administrative sector an article stipulating the recourse to arbitration, in case of any dispute related to the contractual relation.

### 3. Mediation & Other ADR mechanisms

#### Traditional Practices

Mediation, in general, is a concept that may not be perceived or separated from the cultural and identity aspects of a country and is highly dependent on the psychological attitude of individuals.

Syria is one of those countries and cultures that stresses the high value of collective responsibility and commitment to the group.

The *conciliation* or "*Sulha*" is the Arab traditional way of conflict and dispute resolution. It works because of the collective responsibility of the extended family. This responsibility and commitment to preserve the honor and reputation of the family prevents all members of the family from breaking the customs and laws of the *Sulha*.

The *Sulha* is usually used in disputes such as family honor, killing, physical harm, monetary disputes, etc... The *Sulha* is often carried on and undertaken by a prominent figure in the family or the collective community who acts as a mediator. The outcome of the mediation



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process is often voluntarily implemented by the concerned parties and is considered as an effective and efficient way of resolving disputes in these communities.

Nowadays and because of the developments and diversification of communities, cases where individual goals are opposed to the collective ones are becoming more recurrent. The existence of sub-cultural differences in religions, organizations, and gender, and within various groups is more recognized and thus affects negatively the binding nature of the Sulha.

Therefore, mediation is a process that manifests itself in almost all aspects of the Syrian society stemming its presence from customs and practice. However, mediation remains an informal process, not coded and has no binding nature.

### **Degree of awareness of mediation**

Syria does not have ADR or mediations service providers, these services are sometimes provided by a prominent figure in the family, the business community, associations etc..... however, the notion of mediation or ADR is still not perceived as a useful method of dispute resolution. There were no action taken by the law society or the business community to regulate such practices.

It can be concluded that the degree of awareness on alternative disputes resolutions is relatively low within the legal profession. Lawyers may in certain cases try to contact the other party to seek the possibility of reaching a solution to any dispute between their clients and other parties. However, and due to the rather slow character of dispute settlement by the courts, the defendants are usually unwilling to reach a settlement.

### **Amicable mediation in the business community**

In the business community, businesspersons may refer their disputes to a prominent businessperson within the business community or to a businessperson that they both trust. This process is sometimes followed or seen as the last step before recourse to court. The Syrian governorates have usually Chambers of Commerce and Industry and the board of these Chambers (usually comprised of 12 businesspersons elected for a four years period) may exercise certain mediation and conciliation services to try to solve the disputes between their members.

It is understood that commerce is based on trust and usually those businesspersons would try to safeguard their reputation within the business community by accepting and respecting the mediation carried by prominent or old businesspersons.



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## Mediation and ADR with the public sector

As for the public sector, although the various laws applicable to the public sector provide for methods or dispute resolution or settlement and in certain cases mandatory arbitration, it can be revealed that public officials are often reluctant to accept any form of informal resolution of a dispute (informal such as out of court settlement). Such dispute resolution is avoided by public officials because of the fear of being accused of having any form of interest in such dispute settlement. Public officials would rather accept to implement a binding court judgment or a binding arbitral award that may carry harsh consequences on the public sector than entering into any different form of dispute resolution with lesser consequences.

The parties in dispute may sometimes request the assistance of a common approved third party to resolve their dispute and in other cases, a third party may intervene between the parties in dispute and tries to act as a mediator. This person usually exercises moral pressure on the parties. On the other hand, third party may find themselves in an embarrassing situation if asked to act as a mediator because of their fear of creating unwanted differences between themselves and either of the parties.

## Regulating ADR

ADR and Mediation are therefore relatively stemming from the cultural aspects of the Syrian society. There were not formal steps or actions undertaken by either the government, the faculty of law or the Syrian Bar Association to regulate and elaborate these practices. In 1995, the Faculty of Law at Damascus University has invited the French Association of Henry Capitan to Syria to give lectures on ADR and Mediation.

Therefore and since that, there is no existence of mediation or ADR centers in Syria and the lack of proper training and early education has resulted in the absence of a well-trained and qualified mediators. Those who undertake the task of mediation are therefore acceptable by virtue of their position in the society, their experience in life and their knowledge and the respect shown towards them by virtue of their personality. It is understandable that the parties to a conflict usually revert to a person known and respected by both of them and is considered neutral for both parties and usually having certain convincing rights or moral pressure on both parties.

## ADR in certain laws



Certain of the laws applicable in Syria<sup>11</sup> do refer in their terms to mediation in certain defined cases; however, such role of mediation is some times not practiced or has no binding nature. For example, article 129 of the Code of Civil Procedures provides that judges at the conciliation courts must try to reconcile the parties before starting to judge the dispute, this in fact does not really take place and judges tend to oversee the case without meeting either of the parties, this is probably because of the volume of cases that is relatively increasing.

Further more, the labor laws in Syria provides for the establishment of a committee that is entrusted with the dispute settlement in case of dismissal of the employees<sup>12</sup>. This committee usually meet with the parties in order to try to arrive to an acceptable solution to the problem, the recommendation of the committee are made within the meeting with the parties and is often reflected in a report written during that meeting. Such report has no binding nature on the parties.

The mediation process is also reflected in the course of a divorce case<sup>13</sup> whereby if a divorce case is initiated the judge usually grants the parties one month time period for reconciliation, if after the elapse of this period no conciliation has been reached by the parties, the judges orders that family members undertake the process of mediation and try to settle the dispute but in most of the cases the parties claim that there isn't a person of the relatives who can undertake such action. Thereafter, the judge usually nominates one arbitrator who acts as a mediator to try to reconcile between the parties. Such mediator is usually chosen by the court from a list of lawyers who have been undertaken such actions. The mediator meets individually with each party and then meets with the both of them, if unable to achieve a settlement; the mediator will write a report to be presented to the court identifying the problem between the parties and the percentage of participation of each party in the dispute (the percentage of fault by each party). This report, thus not binding for the judge is usually accepted by the in order to determine the amount of compensation to be paid to the wife out of its legal entitlements. However, family disputes do reach the court only after all forms of family mediation has taken place and failed to resolve the matter.

### **Conciliation in the Code of Civil Procedure**

The Syrian Civil Code provides some articles on conciliation in general<sup>14</sup>, it provides that conciliation is an agreement by which the parties solve their disputes or avoid a potential dispute, such conciliation is reached through the fact the each party is given certain

<sup>11</sup> Syrian Civil Code and law no. 49 of 1962 regarding dismissal of employees.

<sup>12</sup> Law no. 49 of 1962 regarding dismissal of employees.

<sup>13</sup> Legislative Decree no. 59 of 1953 – Famil Law

<sup>14</sup> Legislative Decree no. 84 of 1949 – Civil Code



concessions to the other. The law requires that the party to conciliation must be undertaken by those who have the legal capacity to undertake such conciliation. Conciliation is not permitted in matters relating to personal status or public policy. The conciliation must be reduced in writing or in an official document. Such conciliation is normally binding on the parties and may be enforced before the courts and may be executed if approved in the outcome of the case and by virtue of a final judgment. Therefore, it can be concluded that the party to a mutual conciliation may voluntarily execute their obligation under the conciliation agreement and may refrain from implementing such conciliation until it becomes binding by virtue of a court order.

It can be concluded that the mediation concept and process is relatively confined in the informal societal sector. Syria needs to work on improving the arbitration and other ADR mechanisms in Syria. Such action will require the enactment of certain specified regulations and legislations, the entering into the various international arbitration treaties, simplifying the process associated with such implementation and recognition of the outcome of these processes and to finally establish specialized centers to undertake such actions. To these, there must be undertaken certain steps to create a kind of awareness between the members of the different groups in Syria and to manifest the importance of such process and encouraging the whole society to take advantage of the services provided by these centers.

The legislative process is rather slow in Syria and to date it seems that no real steps have been undertaken to introduce a private legislation for the introduction of texts covering ADR processes.

Syria has recently enacted a number of new legislations aiming at opening up the country and attracting foreign investment. The outcome of these regulations has been felt on the economy; however, Syria also needs to facilitate the alternative dispute resolution mechanisms at a time where it has become very apparent that the recourse to court is a lengthy and unforeseen process. In addition, Syria must present itself as country whereby foreign awards are easily and rapidly implemented.



## Appendix A:

### List of Trade Organizations Representing SMEs

Federation of Syrian Chambers of Commerce

Mousa Bin Nosair St.  
P.O Box: 5909 Damascus - Syria  
Tel:00963 11 3337344 / 3311504 Fax: 00963 11 3331127  
E-Mail: [syr-trade@mail.sy](mailto:syr-trade@mail.sy)

Eliminato: Contact Persons:

Dr. Rateb Shallah – President  
Tel:3337344 / 3311504  
Fax: 3331127

Dr. Abdulrahman Attar – Secretary General  
Tel:3337344 / 3311504  
Fax: 3331127



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### **Damascus Chamber of Commerce**

P.O. Box 1040 Damascus – Syria  
Tel: 011 - 2211339 / 2218339  
Fax: 011 - 2225874  
<http://www.dcc-sy.com>  
E-mail: [dcc@net.sy](mailto:dcc@net.sy)  
Contact Person: Dr. Rateb Shallah

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### **Damascus Countryside Chamber of Commerce**

P.O. Box 5859 Damascus–Syria  
Tel: 011 - 2315653 / 2315391  
Fax: 011 - 2313798  
Contact Person: Mr. Adanan El-Nen, (President)

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### **Aleppo Chamber of Commerce**

P.O. Box 1261 Aleppo – Syria  
Tel: 021 - 238237 / 238236  
Fax: 021 - 213493  
E-mail: [alepchmb@mail.sy](mailto:alepchmb@mail.sy)  
Contact Person: Mr. Saleh Mallah

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### **Homs Chamber of Commerce & Industry**

P.O. Box 440 Homs – Syria  
Tel: 031 - 469440 / 471000  
Fax: 031 - 464247  
<http://www.homschamber.org>  
E-Mail: [hcc-i@net.sy](mailto:hcc-i@net.sy)  
Contact Person: Dr. Eng. Adel Tayarra (President)

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### **Hama Chamber of Commerce & Industry**



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P.O.Box. 137 Hama – Syria  
Tel: 033 - 233304 / 517700  
Fax: 033 - 517701  
<http://www.hama-chamber.com>  
E-Mail: [ham.coci@net.sy](mailto:ham.coci@net.sy)  
Contact Person: Mr. Ezzat Al-Habbal (President)

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### **Lattakia Chamber of Commerce & Industry**

P.O. Box 124 Lattakia – Syria  
Tel: 041 - 479530 / 479531  
Fax: 041 - 478526  
<http://www.chamberlattakia.com>  
E-Mail: [lattakia@chamberlattakia.com](mailto:lattakia@chamberlattakia.com)  
Contact Person: Mr. Kamal Ismail Al Assad (President)

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### **Tartous Chamber of Commerce & Industry**

P.O. Box 403 Tartous – Syria  
Tel: 043 - 221371 / 318119  
Fax: 043 - 221372  
<http://www.tarcci.com>  
E-mail: [info@tarcci.com](mailto:info@tarcci.com)  
Contact Person: Mr. Wahib Kamel Meri (President)

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### **Der Ezzor Chamber of Commerce & Industry**

Der Ezzor – Syria  
Tel: 051 - 222091 / 222906  
Fax: 051 - 222091  
Contact Person: Mr. Bashir Toumah (President)

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### **Raqqa Chamber of Commerce & Industry**



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Raqqa – Syria  
Tel: 022 - 2342110  
Fax: 022 - 235218  
Contact Person: Mr. Omar Homaidi (President)

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### **Edleb Chamber of Commerce & Industry**

P. O. Box Edleb – Syria  
Tel: 235744  
Fax: 238744  
Contact Person: Mr. Ahmad Al-Hassan, President

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### **Al Hasakah Chamber of Commerce & Industry**

P.O. Box 243  
Tel: 052 - 221645 / 311506  
Fax: 052 - 311842  
Contact Person: Mr. Makram Yousef Al-Sabagh (President)

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### **Sweida Chamber of Commerce & Industry**

Tel: 016 - 234585  
Fax: 016 - 232512  
Contact Person: Mr. Hamad Hamoud Naser

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### **Al Qounaitra Chamber of Commerce & Industry**

Damascus - Syria  
Tel: 011 - 2247186 / 2229644  
Fax: 011 - 2228794  
Contact Person: Mr. Jihad Ismail (President)

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### **Daraa Chamber Of Commerce & Industry**



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Daraa - Syria  
Tel: 015 - 231253 - 242862  
Fax: 015 - 253452  
<http://www.daraacci.org/>  
E-mail: [tmdaraa@mail.sy](mailto:tmdaraa@mail.sy)  
Contact Person: Mr. Abdulkarim Al Khalili (President)

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### **Damascus Chamber of Industry**

Damascus - Syria  
P.O. Box: 1305  
  
Tel: + 963 11 2215042  
Fax: + 963 11 2245981  
  
E-mail: [dcj@mail.sy](mailto:dcj@mail.sy)

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### **Syrian European Business Center**

Damascus:  
  
Tel.: +963 (11) 613-3865  
Fax: +963 (11) 613-3866  
Director-SEBC: John Paton  
National Team Leader: Noha Chuck  
E-mail: [sebc@mail.sy](mailto:sebc@mail.sy)  
P.O. Box: 36453  
Damascus - Syria

### **Aleppo:**

Tel.: +963 (21) 2267006  
Fax: +963 (21) 2267009



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Aleppo Director: George Catinis  
E-mail: [sebcac@mail.sy](mailto:sebcac@mail.sy)  
P.O. Box: 16292  
Aleppo - Syria

## Appendix B: Bar Association – Ministry of Justice

### **Damascus Bar Association**

President Mr. Jehad Allaham  
Damascus Bar Association  
Opposite Alsham Hotel  
Damascus  
Syria

Tel: 00963 11 2215864  
Fax: 00963 11 2214099  
[www.damascusbar.org](http://www.damascusbar.org)

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### **Latakia Bar Association**

President Mr. Ayman Nasser  
Latakia Bar Association  
Almaghreb Alarabi Road  
against the Court

Latakia Syria  
Tel: 00963 41 216215  
Fax: 00963 41 216215

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### **Hama Bar Association**

President Mr. Mohammad Al Abass



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**Hama Bar Association**

Hama Syria  
Tel: 00963 33 5252034  
Fax: 00963 33 525034

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**Homs Bar Association**

President Mr. Souliman Radwan  
Court House  
Bar Association

Homs Syria  
Tel: 00963 31 486031  
Fax: 00963 31 486419

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**Idlib Bar Association**

President Mr. Moueen Sarhan  
Court House -Bar Association

Idlib Syria  
Tel: 00963 23 234292  
Fax: 00963 23 251592

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**Al Hassaka Bar Association**

President Mr. Abid al Aziz Jawich  
Court House  
Bar Association

Hassaka Syria  
Tel: 00963 52 313216  
Fax: 00963 52 313141

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**Tartous Bar Association**

President  
Mr. Mohammad Kanag



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Bar Association  
South of Police Atation

Tartous Syria  
Tel: 00963 43 222127  
Fax: 00963 43 315138

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**Aleppo Bar Association**  
President Mr. Ahmad Disho  
Court House  
Bar Association

Aleppo Syria  
Tel: 00963 21 2677600  
Fax: 00963 21 2677601

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**Al Rakaa Bar Association**  
President Mr. Khaled Al Ahmad  
Bar Association

Rakaa Syria  
Tel: 00963 22 239558  
Fax: 00963 22 239558

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**Der Al Zoor Bar Association**  
President Mr. Daham Al Mounadii  
Court House  
Bar Association

Der Al Zoor Syria  
Tel: 00963 51 221350  
Fax: 00963 51 22350

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**Al Soweda Bar Association**



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President Mr. Najeeb Massoud  
Building Khasan Al mouhamin

Soweda Syria  
Tel: 00963 16 312845  
Fax: 00963 16 312845

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**Daraa Bar Association**

President Mr. Ahmad Zanboaa  
Behind the Court House

Darra Syria  
Tel: 00963 15 222534  
Fax: 00963 15 221602

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**Damascus Country Side Bar Association**

President Mr. Mohammad Osama Borhan  
Tijara next to Bassam Hamsho scholl

Damascus Syria  
Tel: 00963 11 4410047  
Fax: 00963 11 3310329

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Ministry of Justice  
Minister Mohamad AlGhafari  
Damascus – Syria  
Mezzeh Highway  
Tel: 00 963 11 6662454  
Fax: 00 963 11 6662454

**Appendix C:  
Full contact details for all providers of  
arbitration and mediation services in Syria**



ICC National Committee  
headed by Mr. Abdulrahman Attar  
email: [iccsyria@net.sy](mailto:iccsyria@net.sy)  
Tel: 00 963 11 3344391  
Fax: 00 963 11 3344393  
Damascus - Abu Rumaneh POBox: 2908

