غرفة البحرين لتسوية المنازعات
BCDR
Bahrain Chamber for Dispute Resolution

Ministry of Justice, Islamic Affairs and Waqf

Resolution No. 134 of 2021

Promulgating the procedural rules governing the resolution of disputes falling under the jurisdiction of the Bahrain Chamber for Dispute Resolution in accordance with Section 1 of Chapter 2 of Legislative Decree No. 30 of 2009 with respect to the Bahrain Chamber for Economic, Financial and Investment Dispute Resolution

The Minister of Justice, Islamic Affairs and Waqf:

Having reviewed:

The Civil and Commercial Procedures Law promulgated by Legislative Decree No. 12 of 1971, as amended;

Legislative Decree No. 3 of 1972, with respect to Judicial Fees as amended;

The Advocacy Law promulgated by Legislative Decree No. 26 of 1980, as amended;

The Law of the Cassation Court promulgated by Legislative Decree No. 8 of 1989, as amended;

The Law of Evidence in Civil and Commercial Matters promulgated by Legislative Decree No. 14 of 1996 as amended;

The Judicial Authority Law promulgated by Legislative Decree No. 42 of 2002, as amended;

Legislative Decree No. 30 of 2009 with respect to the Bahrain Chamber for Economic, Financial and Investment Dispute Resolution, and its amendments, in particular Article 26 thereof;

The Electronic Communications and Transactions Law promulgated by Legislative Decree No. 54 of 2018, amended by Law No. 29 of 2021;

The procedural rules governing the resolution of disputes falling under the jurisdiction of the Bahrain Chamber for Dispute Resolution under Section 1 of Chapter 2 of Legislative Decree No. 30 of 2009 issued by Resolution No. 65 of 2009, and its amendments;

Resolution No. 39 of 2021 on the use and scope of electronic means in the Bahrain Chamber for Dispute Resolution;

Resolution No. 40 of 2021 on the publication of judicial notifications in cases falling within the jurisdiction of the Bahrain Chamber for Dispute Resolution on the website of the Official Gazette of the Information and e-Government Authority; and

Resolution No. 41 of 2021 regulating the judicial notifications by electronic means in cases falling within the jurisdiction of the Bahrain Chamber for Dispute Resolution;

And with the approval of the Supreme Judicial Council;

Resolves as follows:

Article 1

The attached procedural rules governing the resolution of disputes falling within the jurisdiction of the Bahrain Chamber for Dispute Resolution in accordance with Section 1 of Chapter 2 of Legislative Decree No. 30 of 2009 are hereby adopted.

Article 2

The procedural rules governing the resolution of disputes falling within the jurisdiction of the Bahrain Chamber for Dispute Resolution in accordance with Section 1 of Chapter 2 of Legislative Decree No. 30 of 2009, promulgated by resolution No. 65 of 2009, are hereby revoked.

Article 3

This resolution and the accompanying procedural rules will be published in the Official Gazette and shall be effective from the day following the date of their publication.

Minister of Justice

Islamic Affairs and Waqf

Khalid Bin Ali Bin Abdullah Al Khalifa

Issued on: 9 First Jumada 1443 H

Corresponding to: 13 December 2021

Procedural rules governing the resolution of disputes falling under the jurisdiction of the Bahrain Chamber for Dispute Resolution in accordance with Section 1 of Chapter 2 of Legislative Decree No. (30) of 2009 with respect to the Bahrain Chamber for Economic, Financial and Investment Dispute Resolution

Procedural Rules

Preliminary chapter

Article 1

Definitions

When applying the provisions of these procedural rules, the following terms shall have the meanings assigned to them, unless the context requires otherwise:

Kingdom: Kingdom of Bahrain.

Judicial Council: Supreme Judicial Council.

Minister: Minister concerned with Justice affairs.

Chamber: Bahrain Chamber for Dispute Resolution.

Law: Legislative Decree No. 30 of 2009 on the Bahrain Chamber for Economic, Financial and Investment Dispute Resolution.

CEO: The chief executive officer designated pursuant to Article 5(A)(6) of the Law.

Tribunal: The dispute settlement tribunal constituted in accordance with Article 35 of these procedural rules.

Deputed Judge: The Judge appointed by the Judicial Council in accordance with Article 31 of the Law.

Timetable: The timetable outlining the deadlines for both parties to submit all relevant information and evidence, as well as the dates for scheduled meetings set in compliance with Article 28 of these procedural rules.

Approved Means: The means determined by a resolution of the Minister.

Registrar: The chief registrar appointed in accordance with the provisions of Article 5(A)(7) of the Law.

Case Manager: The case manager responsible for the management of the case in accordance with the provisions of these procedural rules.

Article 2

Scope of application

These procedural rules shall apply to disputes falling within the jurisdiction of the Chamber in accordance with Section 1 of Chapter 2 of the Law.

Article 3

Judicial Council's oversight

The Judicial Council shall oversee the proper functioning of the Chamber regarding disputes falling within its jurisdiction as a court of law in accordance with the provisions of these procedural rules. For purposes of this oversight, the Judicial Council may:

1. review the reports submitted to it periodically every six months by the Chamber regarding the Chamber's activities concerning disputes covered by these procedural rules and the progress made on these disputes, and identifying any impediments to performance and the steps that were taken to avoid them;
2. request from the Chamber any data, information, or reports necessary to enable the Judicial Council to oversee the Chamber's activities concerning disputes covered by these procedural rules; and
3. monitor the Chamber's provisions and support for training programs related to disputes covered by these procedural rules.

Article 4

Location of case management and Tribunal hearings

Cases shall be managed, and Tribunals shall hold hearings, at the Chamber's premises or at any other location within the Kingdom designated by the Minister upon request from the CEO.

Cases may be managed, and Tribunal hearings may be held, using electronic means, as determined by a resolution of the Minister after the approval of the Judicial Council.

Article 5

Languages to be used before the Chamber and translation of documents

A. Arabic shall be the language used in dispute resolution proceedings before the Chamber, but parties may agree in writing to use English as the language for proceedings before the Chamber, subject to the following conditions:

1. the contract constituting the basis of the dispute is drafted in a language other than Arabic;
2. the agreement on the choice of English as the language of the proceedings is recorded either in the contract constituting the basis of the dispute, or in correspondence between the parties to the contract, or in a separate agreement; and
3. the agreement on the choice of English as the language of the proceedings before the Chamber is submitted during the case management phase and within the time frame specified for such a submission in the Timetable.

If the parties do not agree on the choice of English as the language for the proceedings before the Chamber within the time frame specified in the Timetable, the Arabic language shall be used in the dispute settlement proceedings.

B. Each disputing party shall provide the Case Manager or the Tribunal, as the case may be, with an Arabic translation of any documents written in a foreign language, or an English

translation thereof if it is agreed to use English in accordance with paragraph A of this Article and the documents in question are written in a different language.

C. The translation provided by a party to the Case Manager or the Tribunal, as the case may be, shall be considered accurate unless its accuracy is disputed by the other party, in which case, said other party must provide an alternate translation. If the alternative translation is disputed by the party that submitted the first translation, the Tribunal may seek the assistance of an expert concerning the disputed parts of the translation.

Article 6

Calculation of time-periods

For the purposes of these procedural rules, if the Law establishes a statute of limitations in days, months, or years, the day of the event that triggers said statute of limitations shall not be calculated as part of the limitation period. If the limitation period must expire before there is any entitlement to a specific measure, then such measure may not be adopted before the lapsing of the final day of the limitation period.

If an event must be performed within a specific time-period, the deadline for the performance of such event shall expire at the end of the last day of such time-period. If the time-period is measured in months, it begins on the day of the month on which it is set to start and ends on the corresponding day of the following month(s).

A day lasts from one midnight to the next. The day and hour from which the time-period begins to run shall not be counted within that period, whereas the day and hour on which the time-period ends are included in it.

If the deadline falls on an official holiday, the deadline is extended to the first working day thereafter.

Article 7

Requirements for submissions, memoranda and requests

All submissions, memoranda, requests, defenses, evidence, evidentiary requests, requests for joinder, requests for intervention, impleader requests, incidental requests, and requests for interim or conservatory measures submitted in accordance with these procedural rules must meet the same requirements for submission as those required in a court of law, including:

1. to be printed or legibly hand-written;
2. to include the case number, if any, and the names of the parties to the dispute; and
3. to be signed by the party submitting it.

If a party files submissions, memoranda, or other documents to the Case Manager or the Tribunal, as the case may be, such party shall also provide as many copies as there are disputing parties, as well as an electronic copy.

Chapter 1

Procedures for filing a case, payment orders, notifications and party representation

Section 1

Case filing

Article 8

Case filing procedure

A. The case shall be submitted to the Chamber by the claimant using the Approved Means, including electronic means, by filing a statement of claim that includes:

1. the claimant's name, title, profession or occupation, place of residence or chosen domicile, national ID number or commercial registration number, landline number, mobile phone number and e-mail address, the name of the claimant's representative, their title, profession or occupation, their capacity, their place of residence or chosen domicile, national ID number, landline number, mobile phone number and e-mail address;

2. the respondent's name, title, profession or occupation, place of residence or chosen domicile, landline number, mobile phone number and e-mail address, if known, and if the respondent does not have a known place of residence at the time of the filing of the case, the respondent's last known address;

3. the facts of the case and the relief sought;

4. the sums claimed; and

5. the exhibits relied upon, along with a list of those exhibits. If any exhibit is in a foreign language, an Arabic translation of such exhibit must be provided unless the disputing parties have agreed on English as the language of the proceedings, in which case an English translation should be provided if the exhibit is in another language.

B. The claimant shall clearly state the facts and subject matter of, and reasons for the dispute, as well as the relief sought and the grounds for such relief.

C. The statement of claim shall set out exhaustively all the remedies to which the claimant is entitled for each cause of action. The claimant may seek in one case multiple reliefs, either based on one cause of action or based on different legal or factual causes of actions.

D. Any information must be provided and any other documents must be submitted in the same evidentiary form or documentation as used in courts of law.

E. The claimant is responsible for the completion and correctness of the information and documents required for the filing of the case.

Article 9

Registration of the case

A. When submitting the statement of claim, the claimant shall pay the prescribed fee in full.

B. The Chamber shall, upon verification of the receipt of the fee and all necessary information and documents, register the case in its designated registry and deposit the statement of claim, payment receipt, and other case documents in the case file.

C. The claimant shall be notified that the case has been registered and noted in the Timetable.

Article 10

Case Fees

A. The value of the claims, requests and requested orders submitted to the Chamber shall be determined in accordance with the provisions of the Judicial Fees Law and collected according to the categories specified in the Minister's resolution.

B. If the Case Manager finds that the prescribed fee has not been paid in full, the Case Manager shall request the claimant or their representative to pay the outstanding balance within a specified time-period, without prejudice to the deadlines listed in the Timetable. If the claimant or their representative fails to comply with this request within the specified time-period, the Case Manager shall refer the case file, as it is, either to the Deputed Judge or to the Tribunal, as the case may be, to order that the case be struck out. The claimant can then reinstate the case by following the proper procedures, and the Case Manager shall set a new Timetable to complete the remaining procedures in the case management phase.

C. If the claimant or their representative fails to pay the prescribed fee in full within the designated time-period, the Case Manager shall refer the matter to the Deputed Judge to order that the case be struck-out. If the case remains struck-out for sixty (60) days and neither party seeks to resume the proceedings, the Deputed Judge shall issue an order deeming the case nonexistent, without any further requests to that effect from either party.

D. The Minister may, based on a request submitted before the filing of the case with the Chamber, order that the payment of fees be postponed, or that a party be exempted partially or completely from paying them.

Article 11

Effects of registering a case and an application for a payment order

The registration of a case or of an application for a payment order with the Chamber according to the provisions of Articles 9 and 13 of these procedural rules will have the following effects:

1. the suspension of the statute of limitations as regards the respondent; and
2. the accrual of delay interest unless this has already begun accruing by virtue of law, trade customs, or agreement.

Section 2

Payment orders

Article 12

Requirements for applications for payment orders

Without prejudice to the right to file a case according to the rules outlined in the previous section, a right holder may file a written application with the Chamber for a payment order based on the provisions of this section, provided that:

1. the right is either a debt of money of a fixed sum, or a movable asset that is identified, or definite by type or amount;
2. the right is evidenced in writing;
3. the right is due; and
4. the subject of the payment order falls within the jurisdiction of the Chamber.

These requirements apply if the right holder is a creditor by virtue of a commercial paper and their request is limited to a recourse against the drawer, the issuer, the drawee, or their guarantor. If the request for a payment order is directed at someone other than these individuals, the creditor must follow the steps in these procedural rules for filing a case.

Article 13

Procedures for the issuance of payment orders

A. A creditor whose debt meets the requirements of Article 12 of these procedural rules and chooses to seek a payment order shall first request the debtor to pay, granting them no less than seven (7) days, and then obtain a payment order from the Deputed Judge. The creditor's request shall be submitted to the debtor by registered letter with proof of delivery or sent to the debtor by Approved Means, including electronic means. A debtor's objection to pay shall be deemed as if a request has been submitted.

B. The creditor shall submit an application for a payment order to the Chamber satisfying the requirements of Article 8(A) of these procedural rules. The application must be accompanied by documentary evidence of the debt, proof of the creditor's request for payment from the debtor and proof of payment of the prescribed fee, and shall be registered with the Chamber's designated registry in accordance with Article 9(B) of these procedural rules.

The creditor must provide as many copies of the application and its attachments as there are respondents. The original application shall be kept with the Chamber.

The Deputed Judge shall issue the payment order within three (3) days of the submission of the application, stating the principal amount to be paid and any accrued interest, or a description of the movable asset to be delivered to the creditor, as the case may be, as well as any expenses.

The documentary evidence of the debt remains with the Chamber until the deadline for appealing the Deputed Judge's order has lapsed.

Article 14

Refraining from issuing a payment order

If the Deputed Judge deems that the creditor's demands are not admissible in their entirety, the Deputed Judge shall refrain from issuing a payment order and refer the documents to the Chamber for management and consideration in accordance with these procedural rules.

Article 15

Notification of the payment order and appeal against it

A. The debtor shall be notified of the application for a payment order and of the payment order issued against them and failing such notification within three (3) months of the date of issuance of the payment order, the application and payment order shall be deemed nonexistent.

B. The person against whom the payment order is issued may appeal the payment order within fifty-five (55) days from the date of being notified of the order. The appeal must be submitted to the Chamber in accordance with the procedures for filing a case using Approved Means, including electronic means, in accordance with these procedural rules. The appeal must state reasons, failing which it shall be inadmissible.

C. The appellant is considered the claimant for the purposes of the appeal, and the appeal shall be conducted according to the rules and procedures for case management and for the Tribunal's consideration under these procedural rules.

Section 3

Notifications

Article 16

The issuance of notifications

A. Notifications carried out by non-electronic means must be issued in two copies, signed by the Case Manager or the Tribunal secretary, as the case may be, and stamped with the Chamber's seal. Notifications by electronic means shall be considered effective as of the date of their transmission to the recipient and shall be governed by the rules and procedures set out in the Minister's resolution on this matter.

B. The Case Manager or the Tribunal secretary, as the case may be, shall oversee the notification process.

Article 17

Contents of the notification

A. The notification shall include the following information:

1. the day, month, year, and hour at which the notification was served;
2. the name, title, and address of the person requesting the notification, and the name, title, address, and occupation of their representative;
3. the name, title, address, and occupation of the person to be served, and if their address is not known, their last known address;
4. the name of the person serving the notification, their occupation and the name of their employer, along with their signature on the original notification and on a copy thereof, unless the nature of notification by electronic means requires otherwise;
5. the subject matter of the notification;
6. the date of the meeting or hearing if there is a scheduled meeting or hearing;
7. the name of the person on whom the notification was actually served, their title, their relationship to the person to be served, their signature or seal or fingerprint on the

original indicating receipt of the notification; provided that if the person refuses delivery of the notification, then such a refusal must be documented and witnessed by one witness, unless notification by electronic means requires otherwise; and

8. the e-mail addresses of the parties to be notified or their contact telephone numbers.

B. The notification can be served by any public official designated for this purpose, by electronic means, or by any other party determined by the Minister with the approval of the Judicial Council.

Article 18

Delivery of copy of the notification

Except as otherwise provided for in any special law and subject to the requirements of notification by electronic means, a copy of the notification shall be delivered to the intended recipient or at their domicile, as follows:

1. for ministries, governmental departments, all public bodies and institutions, the notification shall be served on their statutory representative;
2. for companies, associations, private institutions, and all other private legal persons, the notification shall be served at their corporate headquarters on their statutory representative or on the latter's representative, and in their absence, a copy of the notification shall be served on one of their office staff, provided that if there are no corporate headquarters, the notification shall be served on the statutory representative in person or at their domicile;
3. for foreign companies with a branch or office in the Kingdom, the notification shall be served on the person managing the company's branch or office or its statutory representative in the Kingdom, and, in their absence, on a member of their office staff;
4. for members of the Bahrain Defence Force, the Public Security Forces or other such persons, the notification shall be served on the relevant authority under which they fall so that it may serve the notification on them;
5. for prisoners, the notification shall be served on the entity overseeing the penitentiary where they are detained so that it may serve the notification on them; and
6. for seafarers or personnel of commercial vessels, the notification shall be served on the captain of the vessel or his or her representative so that they may serve the notification on them.

Article 19

Absence of the person to be served

Without prejudice to the requirements of notification by electronic means, if the person to be served is absent from their address, the person serving the notification shall:

1. serve the notification on the individual they deem to be the person's representative, employee, or cohabitant such as a spouse or relative or in-law; and

2. in the absence of the individuals on whom service would have been valid in accordance with the provisions of the previous paragraph, or in case of their refusal to be served, the person serving the notification shall document such absence or refusal by recording it on two copies, with one such copy affixed to the entrance door of the residence or place of business of the person to be served.

Article 20

Signature or stamp on the notification

If the person on whom the notification was served or with whom it was deposited was unable to sign or stamp such notification, the person serving the notification must deliver or deposit the notification in the presence of a witness.

Article 21

Proof of notification

Notification may be proven by any written declaration issued and signed by the person serving the notification or a witness to the service, as well as by any copy of the notification signed in accordance with Article 17(A)(7) of these procedural rules, or by any legally recognized electronic proof if the notice was served by an electronic mean.

Article 22

Notification through the Official Gazette, newspapers, and the Chamber's website

If it is evident to the Case Manager or the Tribunal, as the case may be, that notification cannot be carried out according to the provisions of the previous Articles, the notification may be carried out through the following methods:

1. posting on the website of the Official Gazette of the Information and eGovernment Authority, and on the website of the Chamber, with the date of posting considered as the date of notification;

2. in addition to what is stated in the preceding paragraph, publication in any widely circulated daily newspaper published in the Kingdom in Arabic or, if necessary, in English, with the date of publication considered as the date of notification; or

3. for notifications carried out through non-electronic means, when it is evident to the Case Manager or the Tribunal, as the case may be, that the person to be served resides outside the Kingdom and does not have a representative within the Kingdom to be served on his or her behalf, but has a known domicile abroad, the notification shall be served at that address through registered mail, and the Case Manager or the Tribunal, as the case may be, may also request that notification be carried out through diplomatic channels if possible. Notification may also be carried out through publication in a widely circulated newspaper in the country where the person being served resides, at the expense of the person requesting the notification, unless the notification in such a situation is regulated by a separate treaty.

Section 4

Party representation

Article 23

Appearing before the Case Manager or the Tribunal

A. Without prejudice to paragraph B of this Article, the parties to the dispute may choose to represent themselves before the Case Manager or the Tribunal or to be represented by an authorized lawyer or representative, in accordance with the Advocacy Law.

B. Non-Bahraini lawyers are not permitted to represent parties in a case, appear on their behalf, carry out any necessary actions or procedures to file the case before the Chamber or pursue it or defend it before the Case Manager or the Tribunal except in conjunction with a Bahraini lawyer who is licensed to appear before the Court of Cassation.

C. Once a party has granted a power of attorney to a representative, the representative's address and e-mail address will be used for the purposes of all notifications in connection with the case.

D. The representative named in the power of attorney is not allowed to recuse him or herself at an inopportune time, whether during the case management phase or while the case is being considered by the Tribunal.

E. The representative shall provide a copy of the power of attorney for the case file after the Case Manager or Tribunal, as the case may be, has viewed the original.

F. If a party or their representative appears before the Case Manager or submits a memorandum, document, or request through Approved Means, including electronic means, the proceedings shall be considered as conducted with their participation, even if they did not previously appear or subsequently fail to appear before the Case Manager or the Tribunal.

Article 24

Power of attorney

Without prejudice to Article 23(B) of these procedural rules, the power of attorney gives the authorized representative the power to take the necessary actions and procedures for submitting, managing, pursuing, and defending the case, requesting conservatory measures until a judgement is issued, notifying the judgement, and collecting fees and expenses, unless the law requires additional special authorization. If the power of attorney of one party includes any restrictions on these powers, such restrictions shall not be effective with regards to the other party or parties in the dispute.

Article 25

Representative's scope

A. A representative's decisions during a case management meeting or Tribunal hearing shall be treated as decisions of the party itself, unless said party denies the representative's decisions in the same meeting or hearing.

B. Without an express power of attorney to this effect, the following actions cannot be carried out by representatives: acknowledging or waiving a disputed right; settling a case; accepting the truthfulness of an oath; directing or refusing to take an oath; discontinuing a claim; relinquishing part or all of a judgment; releasing a lien or forgoing a security if the debt is not paid; alleging forgery; challenging the appointment of a Tribunal member or expert witness;

making an offer or accepting one; collecting funds from the Chamber on behalf of the party who appointed him or her; or taking any other action that requires a special power of attorney by law. The authorizing party may request that any action adopted contrary to the foregoing be disregarded.

Article 26

Revocation and recusal of representative

Without prejudice to Article 63(C) of these procedural rules:

1. the revocation of the powers of a representative shall not impact the progress of the proceedings with such representative unless the represented party informs such representative of the appointment of a new representative or of the represented party's intention to initiate the proceedings on their own, and
2. if the representative recuses him or herself, the represented party must be notified of a copy of such recusal or of the minutes of the meeting or hearing during which the recusal of the representative was recorded.

Chapter 2

Case management before the Case Manager

Article 27

The Case Manager's unfitness

A Case Manager will be considered unfit to start carrying out the duties of case management if the Case Manager is a party to the dispute; is a parent of one of the parties or their representatives or lawyers; is related to one of the parties or their representatives or lawyers up to the fourth degree of kinship; has a personal interest in the dispute; has given an opinion thereon; has represented one of the parties in it; or has written about it.

If the Case Manager is unfit to start carrying out the case management duties, the Case Manager must inform the Registrar and seek permission to recuse him or herself and request the appointment of a replacement, which shall be recorded in special minutes to be kept on the case file.

Article 28

Timetable

A. The Timetable shall include the following:

1. the case number and the names of the parties;
2. the deadlines for the parties to submit all information and evidence related to the case, including memoranda, documents, and requests; the language of the proceedings, the applicable law, and the third Tribunal member, as the case may be;
3. the dates of meetings as soon as they are ordered; and
4. the hearing date before the Tribunal.

B. Parties to the dispute must adhere to the deadlines set out in the Timetable. If any of the parties fails to submit a memorandum, document, or request within the indicated deadline, the Case Manager may, after verifying that the defaulting party had been properly notified, transfer the case file to the Tribunal as it is.

C. If the respondent fails to submit a response, document, or request within the deadline indicated in the Timetable, during the first month of the case management phase as specified in Article 33 of these procedural rules, the Case Manager may, after verifying that the respondent has been properly notified, confirm the date of the hearing pre-set in the Timetable for the event where the respondent fails to submit its response, and transfer the case file to the Tribunal.

D. If necessary for the management of the case or requested by one of the parties, the Case Manager may schedule meetings between the parties and include them in the Timetable and inform the parties of the dates of such meetings. If any party fails to attend a scheduled meeting, the Case Manager may, after verifying that the defaulting party was properly notified, proceed with the case management meeting in the presence of the remaining parties.

E. If the deadline indicated in the Timetable or the date of a scheduled meeting falls on an official holiday, the parties must file the required submission or attend the meeting on the first working day following the official holiday as the case may be, without the need to re-notify any of them.

F. The Case Manager may modify the deadlines in the Timetable after obtaining approval from the Registrar and notifying the parties of the new deadlines. The Case Manager may also modify the dates for scheduled meetings in the presence of the parties, and if such dates were modified in the absence of a party, that party must be notified of such modification. In all cases, the Case Manager must consider the timeline for case management specified in Article 33 of these procedural rules.

G. The fixing of the Timetable should ensure that each party is given equal opportunity to present its defense, documents, and evidence.

H. The date of submission by a party of a memorandum, document, or request must be established, and if a party submits any of these after the deadline indicated in the Timetable, then such party must provide a written explanation and the circumstances for such delay. Memoranda, documents, or requests must be provided for the case file, and the necessary actions taken in accordance with the provisions of these procedural rules, including the notification of the parties.

I. The Case Manager shall draft the minutes of case management meetings and may for such purposes utilize approved electronic means. Once adopted by the Case Manager, the minutes are deposited in the case file. The Registrar may also appoint a secretary to draft the minutes of the meetings and keep them in the case file after they have been approved by the Case Manager.

Article 29

Submission of memoranda, documents, requests, and evidence

A party shall, within the deadlines specified in the Timetable, submit all information necessary to decide the case, including memoranda, documents, and evidentiary requests, and, in particular, a party may submit:

1. defense memoranda;
2. the exhibits relied upon in the defense, along with a list of those exhibits;
3. incidental requests and counterclaims;
4. impleader and joinder requests;
5. requests for emergency, conservatory and interim measures;
6. expert reports;
7. requests for witness examination, stating the facts that the party wishes to prove through such examination;
8. requests for enabling experts to start carrying out their assignment, specifying the matters that the party wishes to prove through expert evidence;
9. denial of the authenticity of a document or alleging forgery;
10. requests for ordering the opposing party to produce documents in its possession;
11. requests for ordering administrative authorities to produce information or documents that may be in their possession;
12. requests for ordering third parties to produce an item or items that are or that may come into their possession;
13. requests for cross-examination of opposing parties;
14. requests for ordering the opposing party to take a conclusive oath, stating the facts that the oath would attest to, and the wording of such oath;
15. requests for inspection;
16. any agreement on the use of the English language in the dispute resolution proceedings, in accordance with the conditions set out in Article 5 of these procedural rules;
17. agreements, if any, on the law applicable to the substance of the dispute;
18. the text of the law applicable to the substance of the dispute if the parties have agreed on a law other than Bahraini law;
19. if available, statements of costs for the case;
20. if available, statements of legal fees.

The disputing parties shall be notified of all memoranda, documents, and evidentiary requests listed in this Article according to the provisions of these procedural rules.

At this stage of the proceedings, the Deputed Judge will consider requests outlined in paragraphs 5,10,11, and 12 of this Article, which are filed as part of the original claims in the statement of claim.

Article 30

Case dismissal and inadmissibility

A. The respondent may, during the case management phase and within the deadlines set out in the Timetable, seek the dismissal of the case on grounds of *res judicata*, for having been filed after the expiry of the statutory limitation period, for being time-barred, for incapacity or lack of standing of the claimant, for being filed through the wrong legal channel, or on any other ground.

B. If the respondent relies in their response exclusively on one of the inadmissibility defenses listed in the previous paragraph without submitting any other defense on the merits, the Case Manager shall prepare a report containing the facts of the case, the parties' arguments, claims, defenses, evidence, and requests, and the case file shall be transferred to the Tribunal along with such report. In such cases, and once the case has been referred to the Tribunal, the latter may not refer it back to the Case Manager.

Article 31

Agreeing on the applicable law

A. If the parties have not agreed on the law applicable to the substance of the dispute prior to filing the case and wish to do so later, they must submit such an agreement to the Case Manager within the deadline specified in the Timetable.

B. If the disputing parties agree on a law other than the Bahraini law, they must submit the text of such law to the Case Manager within the deadline specified in the Timetable.

C. If the disputing parties have not agreed on an applicable law prior to filing the case or within the deadline specified in the Timetable, or have not submitted the text of the foreign law as per paragraph (B) of this Article, the law applicable to the substance of the dispute shall be Bahraini law.

D. The disputing parties may submit to the Case Manager or the Tribunal, as the case may, any court decision or scholarly writing in support of their position concerning the application of the foreign law.

E. When applying the applicable foreign law to the dispute, the Tribunal shall consider the rules governing the application and interpretation of that law, if such rules have been made available by the parties.

F. In all cases, Bahraini law is the law applicable to emergency requests filed as part of the original claim and to requests for conservatory and interim measures.

G. The law applicable to the substance of the dispute chosen by the parties must not violate the public order of the Kingdom.

If the Tribunal determines that the law chosen by the parties violates the public order of the Kingdom, it must, before excluding the application of the chosen law, explain to the parties the nature of such violation , and the parties may submit their positions in this respect during the hearing set by the Tribunal.

If the Tribunal decides to exclude the application of the foreign law for violation of public order, the Tribunal shall apply Bahraini law.

Article 32

Resolution of disputes through settlement or mediation

A. The disputing parties may, during the case management phase, record the settlement of their dispute, such that if the parties so agree, the terms of their settlement are recorded in enforceable minutes of a meeting, signed by the parties or their representatives and the Case Manager, and granted exequatur in accordance with the procedure set out in Article 76 of these procedural rules. If the parties agree to settle their dispute during the case management phase, half the prescribed fees will be retained, and any excess fees paid will be refunded.

B. The disputing parties may, during the case management phase, settle their dispute through mediation, such that if a partial or full settlement is reached, the settlement agreement shall be granted exequatur after it is authenticated or approved by the Deputed Judge. The claimant shall be exempted in full of the judicial fees corresponding to the settled portion of the dispute if the settlement is deposited with the Chamber within one (1) month of the case registration date, and shall be exempted from half of the fees corresponding to the settled portion of the dispute if the settlement agreement is deposited with the Chamber within four (4) months of the case registration date. The Deputed Judge shall decide if the claimant shall be fully or partially exempted of the fees, or whether to order the claimant to pay the full or remaining amount of the fees or if such fees should be refunded to the claimant.

C. The Tribunal may decide at any stage during the proceedings, based on the agreement of the disputing parties, to suspend the proceedings and refer the dispute for settlement through mediation, and shall record such referral in the minutes of the hearing while indicating the duration of the suspension.

Article 33

Duration of the case management phase and its conclusion

The case management phase shall be of thirty (30) days from the case registration date if the respondent does not submit a response to the claimant’s statement of claim, and shall be extended by another thirty (30) days if the respondent submits a response.

This period may be extended by no more than sixty (60) days by a decision of the Registrar based on the agreement of the disputing parties or on a justified request for extension submitted by the Case Manager accompanied by a new Timetable with new deadlines, as the case may be.

Without prejudice to Article 28(B) of these procedural rules, the case management phase shall conclude at the end of the time periods mentioned in the previous two paragraphs of this Article, or when the disputing parties are satisfied with their submissions of memoranda, documents, and requests, or when the disputing parties reach an agreement to resolve the entire dispute through conciliation or mediation.

Article 34

Transferring the case to the Tribunal

The Case Manager shall, upon completion of the case management phase, prepare a report that includes the facts of the case, the disputing parties' arguments, claims, defenses, evidence, and evidentiary requests, and transfer the case file to the Tribunal within three (3) working days, along with such report.

Chapter 3

Proceedings before the Tribunal

Section 1

Tribunal constitution and unfitness of any of its members

Article 35

Constitution of the Tribunal

A. Within sixty (60) days of the date of submission of the statement of claim with the Chamber, a Tribunal of three members shall be appointed by a notice of appointment from the Registrar, which notice shall be notified to the disputing parties as soon as it is issued. In appointing the Tribunal members who are judges, the Registrar shall consider the order in the roster of judges for the relevant language, and in appointing the third non-judge member of the Tribunal, the Registrar shall consider the order in the roster of neutrals established for each field of expertise in each language.

B. The Tribunal shall comprise two judge members from those included on the roster provided for in paragraph (C) of this Article. The Tribunal shall be presided over by the most senior of the two judges. The third member of the Tribunal will be selected by the Registrar from the roster mentioned in paragraph (D) of this Article, after consulting with the most senior judge in the roster for the relevant language, and taking into account the order in the roster for the language being used in the proceeding before the Chamber.

Exceptionally, the disputing parties may, within thirty (30) days from the date of registration of the case, agree on the third non-judge member of the Tribunal, in which case the parties shall be responsible for any additional expenses that may result from such choice.

C. The CEO shall prepare rosters of judges who have been designated to serve by the Judicial Council at the Minister's request, which rosters shall include judges to hear cases in Arabic, others in English, or in either languages. None of the judges included in the roster shall hold a rank lower than that of a judge of the High Court of Appeal.

D. The Chamber shall prepare the roster from which third members of the Tribunal are to be selected, based on fields of expertise. The roster shall include separate lists for each field of expertise and shall show the names of members who can hear cases in Arabic, in English, or in either language. The roster may include the names of judges appointed by the Judicial Council as third members depending on their field of expertise and language. To select the non-judge members of the roster, a committee shall be formed, chaired by the CEO, and further comprising two members nominated by the Judicial Council, two members nominated by the Chamber's Board of Trustees, one member nominated by the Minister, one member nominated by the Bahrain Central Bank, one member nominated by the Economic Development Board, and one member nominated by the Bahrain Chamber of Commerce and Industry. The committee shall convene to select the non-judge members of the roster who have the requisite

experience to hear disputes based on the fields of expertise set out in the roster. The committee shall, after consulting with the relevant stakeholders, invite applications from experienced interested individuals. The committee shall adopt the roster of names and update it in the same manner at least once a year and may convene at any time if necessary.

E. Members of the Tribunal must be impartial and independent, and shall each, upon being nominated as a member of the Tribunal, disclose to the Registrar any circumstances that may give rise to doubts as to their impartiality or independence, and, if any such circumstances arise after a member is appointed to the Tribunal, then such member shall disclose such circumstances to the Registrar.

Article 36

Unfitness of a Tribunal member

A. A Tribunal member shall be deemed unfit to hear a case notwithstanding the lack of challenge to their appointment by any party in any of the following circumstances:

1. if they are a party to the dispute before the Tribunal;
2. if they are a parent of or are related up to the fourth degree of kinship to one of the disputing parties or to a party representative or a party's lawyer;
3. if they have a personal interest in the case; or
4. if they have expressed an opinion on the dispute or represented one of the disputing parties or written about the dispute.

A Tribunal member can recuse him or herself after obtaining the Judicial Council's permission if the recusing member is a judge, or after notifying the CEO if the recusing member is the third member.

B. Tribunal members may not be related to each other up to the fourth degree of kinship. If there is such a relationship between two members of the Tribunal, one of them must recuse him or herself. If there is such a relationship among all Tribunal members, two of them must recuse themselves. In either case, Tribunal members may recuse themselves after obtaining the permission from the Judicial Council if the recusing member is a judge, or after notifying the CEO if the recusing member is a third member.

C. If a member of the Tribunal does not recuse him or herself as required by paragraphs (A) and (B) of this Article, any disputing party may submit to the Tribunal a challenge to the appointment of that member. The challenge shall be submitted and notified in accordance with the requirements of these procedural rules. The Tribunal's decision on the challenge shall be final and not subject to any recourse, without prejudice to the right of the challenging party to seek the annulment of the Tribunal's final judgment before the Court of Cassation according to the provisions of Article 13(A)(2) of the Law.

D. In accordance with Article 13(A)(2) of the Law, any action carried out by a Tribunal member in violation of paragraphs (A) and (B) of this Article shall be deemed invalid unless all disputing parties agree otherwise.

E. Tribunal members fit to hear a dispute with no disqualifying grounds for challenge may still choose to recuse themselves if they feel any unease in their role. They may do so after obtaining the Judicial Council's permission if the recusing member is a judge, or after notifying the CEO if the recusing member is the third member.

F. If a Tribunal member is unfit or unable to continue serving on the Tribunal for any reason, a replacement member should be selected in the same manner as the departing member within thirty (30) days of the date on which they become unfit or unable to continue serving. If the departing Tribunal member was chosen by agreement of the parties and the parties do not select a replacement, the Registrar shall nominate a replacement member from the Chamber's roster of third-member neutrals.

Article 37

Secretary of the Tribunal

The Tribunal shall have a secretary who shall be present at all hearings and draft the minutes using a computer. The Tribunal president shall sign the minutes. The electronically drafted minutes shall have the same evidentiary value as an official document.

Section 2

Notification of parties and hearings

Article 38

Notification of parties

If a disputing party has not been properly notified, such party shall be notified in accordance with the provisions outlined in Section 3 of Chapter 1 of these procedural rules.

All parties must be notified of all submissions and documents.

Article 39

Hearing procedures and adjournment

The president chairing the hearing shall be responsible for conducting and managing the hearing and may for that purpose remove any disruptive person from the hearing.

A hearing may be adjourned for a maximum number of ten (10) times in any one case, and the duration for deciding the case shall not exceed one hundred and eighty (180) days from its registration.

A case shall not be adjourned to allow a party to submit a new request, defense, or evidence for the first time before the Tribunal. Requests, defenses, or evidence presented during the case management phase outside the prescribed time-periods shall not be considered except in exceptional circumstances listed in Article 41 of these procedural rules, or if completing the proceedings requires more than one hearing or more than one day.

Article 40

Ascertaining the validity of the statement of claim

The Tribunal shall ascertain the validity of the statement of claim during the first hearing, before addressing the substance of the case.

If the Tribunal finds errors or omissions in the statement of claim or errors in the estimation of the value of the claims or fees, it shall instruct the claimant to correct the error or supplement the statement of claim with the missing information or to pay the balance of the fees within a period not exceeding fourteen (14) days, failing which the Tribunal may dismiss the case or proceed with its consideration as it is.

Article 41

Presenting new defense or evidence to the Tribunal

A. Following the conclusion of the case management phase, the disputing parties may not submit any new claims or defenses that were not previously presented during that phase and within the time periods specified in the Timetable, unless the defense relates to public order, the claim or defense arose due to circumstances that arose after the deadlines indicated in the Timetable for submitting such claims or defenses, a legal provision allows for the presentation of such claims or defenses at any stage of the proceeding, or the Tribunal determines that the other party was not properly notified during the case management phase.

B. Following the conclusion of the case management phase, the disputing parties may not submit any new evidence or evidentiary requests to the Tribunal unless the Tribunal determines that the evidence or request was not submitted during the case management phase within the time-period indicated in the Timetable due to circumstances beyond the control of the party, or that the submission of the evidence or request is necessary to address circumstances that arose after the deadlines indicated in the Timetable for submitting such evidence or request, or a legal provision allows for the presentation of such evidence or request at any stage of the proceeding, or the Tribunal determines that the other party was not properly notified during the case management phase.

C. If the Tribunal allows the submission of new evidence or a new evidentiary request in accordance with paragraphs (A) and (B) of this Article, it shall afford the other party the opportunity to respond to and challenge the presented evidence or request.

D. If the Tribunal determines that the defense, evidence, or evidentiary request newly submitted by one of the disputing parties does not meet the requirements of paragraphs (A) and (B) of this Article, it shall disregard that party’s submission.

Article 42

Public hearings

All hearings before the Tribunal are public, unless the Tribunal directs on its own initiative or at the request of one of the disputing parties that the hearing be held in private in order to maintain public order, preserve public decency, or protect the sanctity of family.

Article 43

Translation of oral statements by the parties or witnesses

Without prejudice to the provisions of Article 5(A) of these procedural rules, the Tribunal may hear the statements of parties or witnesses who are not proficient in the language or languages used in the dispute resolution process through an interpreter who has sworn or made an official statement to provide accurate and truthful translation.

Article 44

Striking of offensive statements from the case file

The Tribunal may, on its own initiative, order that statements it considers to be offensive, indecent, or contrary to public order be struck from the case file or submissions.

Article 45

Parties appearing in person before the Tribunal

The Tribunal may require the disputing parties to appear in person at a hearing scheduled for this purpose. If the party whose presence is requested has a valid reason that prevents them from attending, the Tribunal may choose to hold the hearing at the place where the party is located or designate one of its members to hear the party's testimony at a date set by the Tribunal. The secretary of the Tribunal shall inform the other party of this date and must produce minutes of the parties' testimonies, which shall be signed by the Tribunal president or the designated Tribunal member, as the case may be.

Article 46

Hearings held outside the scheduled dates

A. The Tribunal may not hear further arguments from a disputing party outside hearings scheduled to hear the case unless the other disputing party is also present.

B. Without prejudice to the provisions of Article 41 of these procedural rules, the Tribunal may accept memoranda from one of the disputing parties if it is indicated thereon that the other disputing party has also obtained a copy thereof, or if they were properly notified to the other party in accordance with the provisions of Section 3 of Chapter 1 of these procedural rules.

Section 3

Emergency requests and conservatory and interim measures

Article 47

Jurisdiction of the Deputed Judge

A. The Deputed Judge shall be competent to issue orders and decisions necessary for the progress of the proceedings and that require judicial intervention during the period between the submission of the dispute to the Chamber and the constitution of the Tribunal. This includes ruling on requests for conservatory and interim measures, emergency measures, appointing a custodian, staying the proceedings by agreement of the parties, striking out the case, withdrawing the case, deciding on fees and expenses in accordance with a settlement agreement reached during the case management phase, all of which shall be submitted by approved electronic means following the submission of the original claim, or in exceptional circumstances, where the Tribunal is unable to consider those requests.

B. The Deputed Judge shall refer all pending requests and objections to the Tribunal once constituted.

C. Once constituted, the Tribunal shall be competent to consider all emergency requests following the submission of the original claim, as well as requests for conservatory and interim measures.

D. After the Tribunal renders its judgment, the Deputed Judge shall be competent to consider requests to lift any interim and conservatory measures adopted during the proceedings, unless enforcement proceedings have been initiated, in which case, the enforcement judge shall have jurisdiction to consider such requests.

Article 48

Conservatory and interim measures

A. The claimant in a dispute before the Chamber may ask the Deputed Judge or the Tribunal, as the case may be, to issue the following orders:

1. A travel ban to be imposed on the respondent if the claim is based on a verified, due, and documented debt in writing, or if *prima facie* the claim is likely to succeed and there are serious reasons to believe that the respondent is at risk of fleeing imminently.

   The issuance of a travel ban does not prevent the enforcement of a final deportation order against the respondent or hinder the government's authority to terminate a foreigner's residency or to order them to leave the country in accordance with the law.

   The travel ban shall expire if the claimant does not notify the banned individual of such ban in accordance with the provisions of paragraph (D) of this Article, or if one of the conditions necessary for ordering the travel ban is no longer met, or if the respondent provides a financial guarantor acceptable to the Deputed Judge or the Tribunal, as the case may be, or provides a cash collateral in the amount determined by the Deputed Judge or the Tribunal, as the case may be, to guarantee the enforcement of any adverse orders against them, or if sixty (60) days have lapsed since the issuance of the judgment in the case in connection with which the travel ban was issued and the claimant creditor has not requested the enforcement of that judgment from the enforcement court.

2. A freezing order over the respondent's assets in whole or in part if the claimant has serious reasons to be concerned that the respondent will flee or transfer their funds abroad or dispose of them with the aim of obstructing or delaying the enforcement of any judgment or order against them.

B. Unless the initial statement of claim contained a request for the issuance of an order for conservatory and interim measures listed in paragraph (A) of this Article, the request for such an order shall be made in accordance with the provisions of Section 1 of Chapter 1 of these procedural rules.

C. The Deputed Judge or the Tribunal, as the case may be, may issue the order described in paragraph (A) of this Article in an expedited manner without notifying the opposing party.

D. If the order for conservatory or interim measure made by the Deputed Judge or Tribunal, as the case may be, was issued in the absence of the respondent, the claimant shall notify the

respondent of such order within eight (8) days of its issuance, through registered mail with proof of service, or using approved electronic means.

E. A claimant whose request has been denied may challenge the decision of the Deputed Judge or the Tribunal, as the case may be, before them, within eight (8) days of its issuance, and the party against whom the order was rendered may challenge such order before them within eight (8) days of being notified of the order. The Deputed Judge or the Tribunal, as the case may be, may affirm, amend, or cancel the order and their decision further to the challenge shall be final and not subject to further challenges.

Article 49

Appointing a custodian of seized assets

A. The Deputed Judge or the Tribunal, as the case may be, may upon request by any of the disputing parties, order the appointment of a custodian for assets seized in accordance with Article 48 of these procedural rules. The custodian will be responsible for preserving and managing the seized assets and providing an accounting for the seized assets to the Deputed Judge or the Tribunal, as the case may be. The request for the appointment of a custodian shall be submitted and notified in accordance with these procedural rules.

B. The order appointing the custodian shall specify their obligations, powers, and rights. The custodian may be paid as decided by the Deputed Judge or the Tribunal, as the case may be.

C. The custodianship shall end by agreement of the disputing parties or by a decision of the Deputed Judge or the Tribunal, as the case may be, at which point, the custodian shall return the assets entrusted to them to whomever the parties agree on or is designated by the Deputed Judge or the Tribunal, as the case may be, and shall provide an accounting of their management during the custodianship, with supporting documentation.

Chapter 4

Causes of action, subject matter of the case, disputing parties, and incidental requests

Section 1

Scope of a case, causes of action and multiple parties

Article 50

Scope of action

The scope of a case, including its subject matter, causes of action, and disputing parties, are determined by the original claims in the statement of claim, in accordance with the provisions of this Chapter.

Article 51

Cases with multiple causes of action

If the case is based on multiple causes of action and the Tribunal determines that it cannot properly rule on all of them together, it may decide to consider each cause of action separately or to issue the decision that it deems appropriate.

Article 52

Multiple parties

If the Tribunal determines that having multiple claimants in the case is likely to cause confusion or delay in its considerations, the Tribunal may request the claimants to separate the case, or may decide on its own initiative to issue separate judgments or to issue the decision that it deems appropriate.

Any number of disputing parties in one case may request the joinder of a third party as a claimant or respondent if the subject matters of the disputes or their causes of actions are inter-related, in such a way that if the cases were separate, it would be clear that there is a common legal or factual issue between the cases.

The Tribunal shall issue its judgment for one or more of the claimants, each to the extent of his or her entitlement in the case, against one or more of the respondents, each to the extent of the liability proved against him or her.

Section 2

Incidental requests and counterclaims

Article 53

Claimant's incidental requests

The claimant may, during the case management phase and within the time-periods specified in the Timetable, submit incidental requests related to the original subject matter of the case, including in order to:

1. correct or amend the original claim or its subject matter to reflect any emergent circumstances that have arisen after the case was submitted;
2. supplement or amend the causes of action while keeping the subject matter of the dispute unchanged; or
3. supplement the original subject matter of the case or submit requests resulting therefrom or inseparably connected thereto.

Article 54

Respondent's incidental requests and counterclaims

The respondent may, during the case management phase and within the time-periods specified in the Timetable, submit incidental requests related to the original subject matter of the case, including:

1. requests for judicial set-off;
2. requests for guarantees for damages incurred because of the original claim or any measure adopted during the proceedings;
3. any request, which, if granted, would deny all or part of the claimant's claims or make their approval subject to a condition favorable to the respondent; and

4. any request that is inseparably connected to the original claim.

Article 55

Procedure for filing incidental requests or counterclaims

Incidental requests or counterclaims under this Section shall be made in the form of a submission submitted and notified in accordance with the provisions of these procedural rules.

Article 56

Decisions on incidental requests and counterclaims

Whenever possible, the Tribunal shall decide on any incidental requests or counterclaims together with the original claim, failing which, it shall first consider and decide the incidental requests.

Section 3

Requests for intervention and joinder

Article 57

Intervention

Any person with legal standing may intervene in the case and join one of the parties or request a separate judgment to its benefit concerning a claim connected to the case.

Article 58

Joinder

Any disputing party may, during the case management phase and within the time-period specified in the Timetable, join a third party who could have been designated as a disputing party when the case was originally filed, in accordance with the following:

1. If the respondent claims that they are entitled to a sum of money from a third party who is not a party in the case, they may request to have that third party joined to the case by submitting a request during the case management phase and within the time-period specified in the Timetable, which request shall specify the nature and grounds of the claim and request the third party's joinder.

2. Either party may request the joinder of a third party to the case in order to require that third party to produce documentary evidence in their possession or an official copy of the same.

3. If the Tribunal decides to grant any of the requests referred to in paragraphs 1 and 2 of this Article, it shall order the joinder of the third party to the case and ensure that they are properly notified in accordance with these procedural rules.

4. The Tribunal may, including on its own initiative, join a third party jointly liable with a disputing party or that may be impacted by the judgment in the case, if it determines that there is evidence of conspiracy, wrongdoing, or negligence between that third party and one of the disputing parties, in which case said third party shall be notified in accordance with these procedural rules.

Article 59

Procedures for submitting intervention and joinder requests

Requests provided for in this Section shall be made through submissions and notified in accordance with these procedural rules.

Article 60

Decisions on intervention and joinder requests

Whenever possible, the Tribunal shall decide on a request for joinder or intervention together with the original claim in one judgment, failing which, it shall consider and decide the request for joinder or intervention after issuing its judgment on the original claim.

Chapter 5

Procedural incidents

Article 61

Stay of proceedings

A. The Tribunal may stay the proceedings if it determines that the outcome of the case depends on the outcome of another case. Once the reason for staying the proceedings ceases to exist, the Tribunal shall resume the proceedings from the point at which they were stayed.

B. If parties so agree, the proceedings may be stayed for a maximum period of four (4) months from the date the Tribunal acknowledges the parties' agreement, or from the date the Deputed Judge acknowledges the parties' agreement if the agreement to stay the proceedings was submitted during the case management phase or before the constitution of the Tribunal. If the case is not resumed within eight (8) days after the stay period ends, the Tribunal shall decide that the claimant has withdrawn the case and order said claimant to pay the costs and expenses associated with the case. The stay period shall not be counted as part of the case management phase provided for in Article 33 of these procedural rules.

C. If, during the course of the proceedings, a Tribunal member becomes unfit or unable to continue serving for any reason, the proceedings shall be stayed until a replacement member is appointed in accordance with Article 35 of these procedural rules. The Tribunal shall then resume considering the case from the point at which it was stayed. The Tribunal may, on its own initiative or at the request of a disputing party, re-consider the case and call any or all of the witnesses to testify again.

Article 62

Withdrawal of case

A. The claimant may choose to withdraw the case by submitting a request to this effect during the case management phase or to the Tribunal, as the case may be, with notification to the other party.

B. The case may not be withdrawn after the respondent has submitted its claims except with the approval of the respondent. A withdrawal shall result in the cancellation of all the

proceedings, including submissions, without any effect on the legal right which constituted the basis for the claim.

C. The Tribunal or the Deputed Judge, as the case may be, shall issue an order requiring the person who requested the withdrawal of the case to pay all fees and expenses.

Article 63

Interruption of proceedings

A. The proceedings shall be interrupted if one of the disputing parties dies, loses their capacity, or the person representing them no longer has standing, unless the case is under consideration by the Tribunal and is ready for disposition.

B. If the proceedings are interrupted due to any of the reasons listed in paragraph (A) of this Article but the case is ready for disposition, the Tribunal may issue its judgment based on the parties' closing statements and claims, or may adjourn its judgment at the request of those replacing the deceased or the party who lost its capacity or the representative who lost their standing, or at the request of the other disputing party. The case shall be considered ready for disposition if the parties have submitted their closing statements and claims at a hearing that took place before the death, loss of capacity, or loss of standing.

C. The proceedings shall not be interrupted by the death of a representative involved in the case or by the termination of their representation due to revocation or recusal. The Tribunal may set an appropriate new procedural deadline to the party whose representative died or whose representation expired if said party appoints a new representative within fifteen (15) days of the termination of the previous representation.

D. The interruption of the proceedings shall result in the suspension of all deadlines and the invalidation of any actions taken during the interruption period.

Article 64

Termination of proceedings

A. If the proceedings remain in abeyance as a result of the claimant's actions or inaction, any interested disputing party may request the issuance of an order terminating the proceedings after the lapsing of one (1) year since the adoption of the last valid measure in the proceedings. The calculation of the abeyance period shall begin from the date the party requesting the termination notifies the existence of the case to the heirs of the deceased party or those standing in place of those who have lost their capacity or standing.

The time-period for abeyance shall run with respect to all individuals, even if they lacked capacity.

B. A request for termination of the proceedings shall be submitted to the Tribunal and may be presented by the respondent as a defense if the claimant resumes proceedings after the one-year abeyance period has lapsed. Such a defense shall be presented against all claimants, failing which it shall be dismissed. A request for termination submitted by one party shall benefit all other parties.

C. A termination order shall have the effect of cancelling all decisions on evidentiary requests and all prior proceedings, including submissions, but shall have no effect on the legal right which constituted the basis for the claim, nor on final decisions rendered in the course of the proceedings, nor on the prior proceedings leading to those final decisions, nor on the admissions made or oaths taken by the parties. The termination shall not prevent the parties from relying on examinations or expertise which had been carried out unless those are invalid themselves.

Article 65

Termination of proceedings for abeyance

In all cases, the proceedings shall be deemed terminated if five (5) years have elapsed since the adoption of the last valid measure in the proceedings.

Chapter 6

Judgments

Article 66

Deliberations and issuance of judgements

A. Tribunal deliberations are confidential, and judgments are issued by a majority of the Tribunal members. If no majority is reached and there are more than two opinions, a judge shall be appointed in accordance with Article 35 of these procedural rules to settle the decision.

B. The Tribunal shall deliver the judgment orally in a public hearing.

Article 67

Electronically issued judgements

Judgments shall be issued and kept in the case file without the need to keep drafts thereof.

The judgment shall be issued immediately after consideration of the case, or at another hearing scheduled specifically for this purpose.

The judgment shall be announced orally in a public hearing or published electronically at the Chamber's headquarters and electronically.

Article 68

Judgment issued by the Tribunal

A. A judgment issued by the Tribunal shall include the following:

1. the names of the members of the Tribunal and their signatures on the judgment, provided that any refusal by or inability of a member of the Tribunal to sign the judgment should be noted in the judgment and the judgment is deemed valid if it is signed by the remaining two members;
2. the names and roles of the parties, their domiciles, and whether they participated in the proceedings or not, and the names of their representatives, if any;

3. a summary of the claims and defenses submitted by the parties, the factual evidence they relied on, their legal arguments, and the various phases of the case;

4. the reasoning of the judgment and its operative part; and

5. a description of all interim and conservatory measures ordered during the proceedings.

B. Insufficiency in the factual reasoning of the judgment, material errors in the names and roles of the parties, or failure to indicate the names and signatures of the Tribunal members in accordance with paragraph (A) of this Article shall result in the annulment of the judgment.

Article 69

***Infra petita* and interpretation of judgments**

A. If the Tribunal fails to address certain claims in its judgment, the interested party may submit a request to the Chamber, filed and notified in accordance with these procedural rules, to request that the omitted claims be considered, and a judgment be issued.

B. Disputing parties may request the interpretation of ambiguous or unclear parts of the judgment, which request shall be submitted to the Tribunal and notified in accordance with these procedural rules. Any interpretative judgment shall be considered as complementary to the judgment it interprets.

Article 70

Correction of material errors in the judgment

A. The Tribunal has the authority to correct any clerical, typographical, or computational errors in its judgment, either on its own initiative or on a request from one of the parties in accordance with these procedural rules, without the need for adversarial proceedings. Corrections shall be made on the original version of the judgment and signed by the Tribunal members.

B. The judgment issued with corrections may be challenged before the Court of Cassation if the Tribunal exceeds its authority as described in paragraph (A) of this Article, in accordance with the provisions of Article 13 of the Law.

C. The decision of the Tribunal to refuse to correct the judgment cannot be appealed separately.

Article 71

Decision on costs

A. When issuing its final judgment, the Tribunal shall on its own initiative allocate the costs of the proceedings. The Tribunal shall order the losing party to cover the costs of the proceedings, including legal fees, and, in case of multiple losing parties, the Tribunal shall allocate the costs between them on a *pro rata* basis based on the Tribunal's determination as to their interests in the proceedings. Losing parties shall not be held jointly and severally liable for the costs unless they were jointly and severally liable for the original obligation that was the subject of the case.

B. The parties shall provide a statement of the costs incurred, including attorney's fees, as part of the case file. Parties shall provide a statement of costs during the course of the proceedings, and before the close of proceedings. If the judgment does not allocate costs, the Tribunal may, at the request of an interested party supported with documentation, order a party, after affording

the right to be heard, to pay the costs, and the Tribunal shall determine the attorney's fees expenses and order the responsible party to pay them.

C. The costs associated with ascertaining the authenticity of handwriting, or of a seal, signature, or fingerprints shall be borne by the party who disputed such authenticity if it is established upon examination that their allegation was unfounded.

D. Costs associated with the intervention of a party shall be borne by that party if it submitted its own separate claims, and the request for intervention or the claims were rejected.

E. The Tribunal may order the claimant to pay all or part of the costs if the respondent did not dispute the claimant's claims, or if the claimant caused unnecessary costs or hid from the respondent the existence or content of a conclusive document in its possession.

F. If both parties submitted claims which were rejected, the Tribunal may order that each party bears its own costs, allocate such costs between the parties as it deems appropriate, or order one party to bear all the costs.

Chapter 7

Miscellaneous

Article 72

Offer for restitution during the proceedings

A. An offer for restitution may be made to the other party during the case management phase or while the case is being considered by the Tribunal, as the case may be, without any additional steps required, if the offeree or a representative duly authorized to accept or reject the offer is present in person. If the funds offered are rejected, they must be deposited with the Case Manager or the Tribunal secretary, as the case may be, to be held in the Chamber's safe. The Case Manager or the Tribunal secretary shall produce minutes recording the deposit and the parties' positions concerning the offer for restitution and whether it was accepted or rejected. If the restitution offered is not in the form of money, the offeror shall request the appointment of a custodian for its safekeeping or for its sale at auction, and the Case Manager or Tribunal secretary, as the case may be, shall refer this request to the Deputed Judge or Tribunal, as the case may be, for the appointment of a custodian and its auctioning for sale, along with minutes of the meeting recording the deposit, the parties' positions and the acceptance or rejection of the offer for restitution. If the offer for restitution remains in place until a judgment is issued, said judgment shall include a decision as to the validity of the offer for restitution and the deposits made.

B. The offeree may accept a previously rejected offer and take possession of what is held under the offeree's name with the Chamber, and shall issue a receipt to the Chamber or appointed custodian for what the offeree has received as funds or assets. The offeree's taking possession of the funds or assets shall have the effect of releasing the offeror from any liability for the funds or assets offered from the day of their deposit with the Chamber.

C. If the offer for restitution is ruled valid, no interest shall accrue and the offeree shall be responsible for any diminishment or damage to the asset while it was in the custody of the Chamber or the custodian, starting from the date it was deposited with the Chamber or the date of issuance of the order to appoint the custodian or to sell the asset. If the offer for restitution

and subsequent deposit are ruled valid, the offeree shall cover any legally required fees and expenses related to the custodianship or sale.

D. Once the offer for restitution is made, it cannot be withdrawn, and the funds or assets deposited with the Chamber cannot be reclaimed, unless the creditor accepts the withdrawal of the restitution offer from the debtor, in which case the creditor may no longer rely on the collateral guarantying the right and the co-debtors and any debt guarantors shall be released from liability.

E. Offers of restitution and deposits with the Chamber shall be subject to the regulations on fees.

Article 73

Obtaining copies of judgments, orders, and minutes

Any interested person that is affected by a judgment or an order issued by the Tribunal or the Deputed Judge, as the case may be, may request a copy of the judgment, order, or part of minutes. Requests shall be submitted using the Approved Means and may be granted with the approval of the Tribunal or the Deputed Judge, as the case may be, after payment of the prescribed fee.

Article 74

Third-party objections against the judgment

A. In cases where a judgment affects a third-party who has not intervened in or was not joined to the proceedings, the third-party may submit an objection to the judgment within the statute of limitations. The objection must be submitted to the Chamber and properly notified in accordance with these procedural rules.

B. Submitting an objection against a judgment shall result in the case being re-considered by the Tribunal. The decision on the objection shall only benefit the objecting party.

C. The submission of an objection to the judgment shall not stay its enforcement unless the Tribunal so orders for serious reasons.

Article 75

Request for re-consideration

A party may request that a case be re-considered with respect to a final judgment issued by the Tribunal, for any of the following reasons:

1. if an opposing party or its legal representative has committed an act of deception or fraud that has influenced the Tribunal's judgment;

2. if, after the Tribunal has issued its judgment, there was either an admission of forgery, or a court ruling confirming such forgery, of documents relied on in the Tribunal's judgment, or if the Tribunal's judgment was based on the testimony of a witness who was later found by a court to have committed perjury;

3. if after the Tribunal's judgment was issued, the party obtains documents that would have been decisive in the resolution of the dispute, which were withheld by the other party;

4. if the judgement determined issues beyond what was sought by the parties or awarded more than what was sought; or

5. if two contradictory judgments are issued with the same parties, in the same roles, and with the same claims, provided that there are no circumstances which may justify in law a different outcome in the more recent judgment.

Article 76

Enforcement of a judgment

Requests for obtaining enforceable copies of judgments, orders, resolutions, settlement minutes and mediated settlements shall be submitted using Approved Means. The Registrar shall, after verifying the conformity of the copy judgment to be certified enforceable with the original judgment in the record, approve the request and certify the copy as enforceable.

The enforceable copy of the judgment shall not be provided except to a person with an interest in the enforcement of the judgment, and after payment of the prescribed fee.

No duplicate of the enforceable copy of the judgment shall be provided except after a person with an interest in the enforcement of the judgment submits a request to obtain an enforceable copy of the judgment, stating reasons and providing documentary support, and after payment of the prescribed fee.

Article 77

Annulment of a judgment

A judgment issued by the Tribunal can only be considered null in the circumstances specified in these procedural rules, and a request to annul a judgment must be submitted to the Court of Cassation in accordance with Article 13 of the Law.

Article 78

Abusive claims and defenses

If the sole purpose of a claim or defense is abusive, the Tribunal may order the abusive party to compensate.

Chapter 8

Evidence

Article 79

Evidentiary principles

A. The creditor shall prove the existence of the obligation, while the debtor shall prove its discharge.

B. Alleged facts to be proven shall be relevant to the dispute, material, and admissible.

Article 80

Evidentiary phase

A. The Tribunal shall initiate the evidentiary phase and may mandate one of its members to do so, and the Tribunal shall set a time-period not exceeding twenty one (21) days to commence this phase and set another time-period for its completion. The Tribunal may extend this time-period if necessary.

B. If the Tribunal mandates one of its members to initiate the evidentiary phase, the mandated member shall have the authority to manage all aspects of the phase, including signing minutes that would normally require the signature of the Tribunal president, and imposing fines according to these rules of procedure.

C. If multiple hearings are needed to complete the evidentiary phase, the minutes of each hearing should record the date and time of the adjournment. The notice of the adjournment need not be notified to those who were absent if they were already notified of or attended the beginning of the previous evidentiary proceedings.

D. Any incidental requests in connection with the evidentiary phase shall be submitted to the Tribunal or the mandated Tribunal member, as the case may be. Incidental requests may not be submitted to the Tribunal before being submitted to the mandated Tribunal member, whose decisions shall be binding on the parties without prejudice to their right to re-submit them before the Tribunal when considering the dispute.

E. If the mandated Tribunal member transfers the case to the Tribunal for any reason, a hearing date shall be scheduled as soon as possible, and the secretary of the Tribunal shall notify all absent parties of the date of the upcoming hearing.

Article 81

Judgments and orders issued during evidentiary phases

A. Judgments issued during evidentiary phases need not state reasons unless they contain unappealable decisions.

B. Judgments issued during evidentiary phases shall be notified to all parties who were absent from the hearing during which the judgment was announced. Any orders fixing the date of any evidentiary procedure issued in the absence of the parties or at an unannounced hearing shall be notified to all parties, or the evidentiary procedure shall be invalid.

C. The Tribunal may amend a decision issued on an evidentiary procedure, provided that the reasons for the amendment are stated in the minutes. The Tribunal may also choose to disregard the evidence produced during the evidentiary phase as long as it provides justification for this decision.

Article 82

Documents, records, and electronic signatures

The provisions of the Electronic Communications and Transactions Law of Decree No. 54 of 2018 shall apply to all matters related to electronic documents, records, and signatures.

Chapter 9

Written evidence

Section 1

Official documents

Article 83

Definition of an official document

A. Official documents are those created by a public official or an individual entrusted with carrying out a public service, to document actions taken by them or information they received, within the limits of their authority and in accordance with relevant laws.

B. If these documents do not have official status, they shall only have the probative value of private deeds when the relevant parties have signed, stamped, or fingerprinted them.

Article 84

Evidentiary value of official documents

Official documents shall be conclusive evidence vis-à-vis all parties as to their content falling within the scope of authority of their issuer or which was signed as approved by the concerned individuals in the presence of the issuer, unless the documents have been legally proven to be forged. Oral statements made by the relevant parties may be disproven using standard evidentiary methods in accordance with the general rules of evidence.

Article 85

Evidentiary value of official copies of official documents

A. Provided the original official document is available, an official written copy, photocopy or electronic copy of the document shall have the same evidentiary value as the original to the extent it accurately reflects the content of the original.

B. A copy shall be considered an official copy of the original unless a party disputes its authenticity during the case management phase within the time-period specified in the Timetable, in which case, the copy shall be compared to the original in the presence of all parties.

C. If the original official document is not available, the probative value of an official copy shall be as follows:

1. an original official copy, whether enforceable or not, shall have the same evidentiary value as the original official document if a cursory examination raises no concerns as to its authenticity;

2. an official copy of the original official copy shall have the same evidentiary value as the original official copy, but any disputing party may request, during the case

management phase and within the time-period specified in the Timetable, that the official copy be compared to the original official copy from which it was copied; and

3. official copies of copies of original documents may have only informational value as evidence, depending on the circumstances.

Section 2

Private deeds

Article 86

Private deed

A. A private deed shall be deemed to have been issued by the person who signed it unless that person disputes the authenticity of their handwriting, signature, stamp, or fingerprint on the deed.

B. An heir or successor may not be required to challenge the authenticity of the handwriting, signature, stamp, or fingerprint on the private deed, and it is sufficient for them to swear an oath stating that they do not know whether the handwriting, signature, stamp, or fingerprint belongs to the right-holder from whom they inherited the right.

C. A party who discusses the contents of a private deed which was invoked against it shall not be allowed to later challenge the authenticity of the handwriting, signature, stamp, or fingerprint on the private deed, irrespective of whether the discussion of the contents of the deed occurred prior to, or after denying the authenticity of the private deed.

Article 87

Ascertaining the date of a private deed

A. The date of a private deed shall not be enforceable with regards to third parties unless the private deed has an ascertained date. A private deed shall be deemed to have an ascertained date in the following cases:

1. when it has been recorded in a relevant register;

2. when its contents are documented in another document with an ascertained date;

3. when a competent public official makes an inscription on it;

4. when, on the date of the death of one of the persons whose writing or signature or fingerprint is on the private deed, such writing or signature or fingerprint was not disputed, or from the day when it became impossible for such a person to write or fingerprint due to a health condition; or

5. in the event of a date of any other incident that would have conclusively indicated that the private deed was issued before that date.

B. The Tribunal, depending on the circumstances, may choose not to apply the provisions of this Article to quittances.

Article 88

Evidentiary value of letters, telegrams and correspondence

A. Signed letters shall have the same evidentiary value as private deeds. Telegrams and correspondence shall have the same evidentiary value as private deeds if their original has been deposited at the place of issuance and signed by the sender or by a person acting on their behalf, or by a person who was asked by the sender to send the telegrams or correspondence on their behalf.

B. Telegrams and correspondence shall be deemed true copies of the original until proven otherwise.

C. If the original telegram and correspondence was lost, their copies shall be used only for information purposes.

Article 89

Evidentiary value of books

A. The commercial books of traders have no probative value against non-trader parties. However, the information contained therein may be used as grounds for the Tribunal to request a complementary oath from either of the disputing parties if the resulting evidence is admissible.

B. The commercial books of traders have probative value vis-à-vis traders. If said books are regularly kept, the person seeking to rely on them may not selectively rely on part thereof and exclude information that does not support his or her case.

C. If regularly kept commercial books of two traders contain conflicting information, the Tribunal may decide to disregard both books, or to consider only one of them, depending on the circumstances of the case.

D. If a trader party relies on the commercial books of another trader party and has accepted their contents in advance, the Tribunal may require the relying party to swear a complementary oath in support of its case if the party in possession of the commercial books refuses, without justification, to produce them.

E. Domestic books and papers have no probative value vis-à-vis those who prepared them except in the following two situations:

1. if they expressly state that the person who prepared them recovered a debt; or

2. if they expressly state that the information recorded in them serves as a substitute for a debt bond for the creditor.

Article 90

Annotating a debt bond

An annotation on a debt bond stating that the debt has been paid is considered evidence against the creditor until proven otherwise, even if the annotation was not signed by the creditor, so long as the bond was always in the creditor’s possession. The same applies if the creditor attests

in handwriting that the debtor has been released from liability, without signing, on an original copy of the debt bond or in a settlement, if the copy or settlement are in the debtor's possession.

Section 3

Requests to produce documents, information, and tangibles

Article 91

Ordering a party to produce a document in its possession

A. A disputing party may request during the case management phase, and within the time-period indicated in the Timetable, that the other party produce material documents in their possession, in the following instances:

1. if it is legally permissible to request the other party to produce or submit the documents;
2. if the documents are joint documents, meaning, in particular, documents that were created for the benefit of both parties or that prove their mutual rights and obligations; or
3. if the other party relies on the documents at any point during the proceedings.

B. The document production request shall be presented to the Deputed Judge to determine the appropriate course of action and may be presented to the Tribunal in the cases stipulated in Article 41 of these procedural rules.

C. A request referred to in paragraphs (A) and (B) of this Article must indicate the following:

1. description of the document(s);
2. the contents of the documents in as much as detail as possible;
3. the fact(s) that the documents will be used to prove;
4. evidence and circumstances supporting the contention that the documents are in the possession of the other party; and
5. the manner in which the other party should be ordered to submit the documents.

D. The document production request shall not be accepted if it does not satisfy the requirements of paragraphs (A) and (C) of this Article.

E. If the request referred to in paragraph (A) of this Article is submitted and the other party admits to possessing the document or does not respond to the request, the Tribunal or Deputed Judge, as the case may be, shall order the production of the document immediately or at the earliest possible date. If the other party denies having the document and the requestor does not provide sufficient evidence that the document is in the possession of the other party, the denying party must swear an oath that the document does not exist, or that they have no knowledge of the document's existence or whereabouts, and deny that they have concealed it or have failed to search for it in order to prevent the requestor from being able to rely on it as evidence.

F. If the other party does not produce the document as specified in the previous paragraph and does not swear the required oath, the copy of the document submitted by the requesting party

will be considered authentic and identical to the original. If the requestor had not submitted a copy of the document, their statement as to its form and contents may be accepted as admissible evidence.

G. If a document is submitted as evidence during the proceedings, it can only be withdrawn with the permission of the Tribunal or Deputed Judge, as the case may be, upon a written request by the party who submitted it, and after a copy of it has been deposited in the case file and marked as identical to the original.

Article 92

Administrative authorities submitting information and documents

A disputing party may request, during the case management phase and within the time-period indicated in the Timetable, that an administrative authority provide material information or documents it may have, in the following instances:

1. if the information or documents are necessary for the progress of the proceedings; and
2. if the production of such information or documents does not violate the law or harm public interest.

The request shall be submitted to the Deputed Judge for a decision.

The disputing parties may submit to the Tribunal the same request described in the first paragraph of this Article, and the Tribunal may also on its own initiative request such information or documents from the administrative authority, provided always that this does not contravene the conditions set out in the first paragraph of this Article.

Article 93

Ordering third parties to produce an item that is currently in, or which will come into their possession

A. A disputing party may request, during the case management phase and within the time-period indicated in the Timetable, that another party that currently possesses, or which will come to possess an item, to produce such item for examination by the requesting party if such examination of the item is considered necessary for resolving the dispute. If the request relates to documents or other papers, the Tribunal or Deputed Judge, as the case may be, may order that they be produced to the requesting party and, if necessary, that a copy thereof be produced to the Tribunal after being marked as identical to the original by the Case Manager or the secretary to the Tribunal, as the case may be.

B. The Tribunal may decline to issue an order to produce an item if the party holding the item has a legitimate interest to refrain from producing it. The Deputed Judge may also decline to issue the order and leave the matter to be decided by the Tribunal.

C. The requested item shall be produced at the location where it was at the time the production request was submitted unless a different location is specified. The requesting party shall pay in advance the costs associated with producing the item. The Tribunal may make the production of the item conditional on the submission of a security to the benefit of the holder or potential

holder of the item to guarantee compensation for any damages that may result from producing it.

Section 4

Authenticating documents

Article 94

Loss of probative value of documents

A. The Tribunal shall assess the impact of any scribbles, deletions, insertions, or other physical alterations of a document on whether it should be deemed inadmissible or allocated less probative value.

B. If the Tribunal has doubts about the authenticity of a document, it may, on its own initiative, examine the official who issued it or the person who drafted it for clarifications.

C. The authenticity of handwriting, a seal, a signature, or a fingerprint can only be denied in the case of unofficial documents, while a claim of forgery can be made against both official and unofficial documents.

Article 95

Denial of the authenticity of handwriting, a signature, a seal or a fingerprint

A. A person against whom a document is being invoked may challenge the authenticity of their alleged handwriting, signature, seal, or fingerprint during the case management phase within the time-period indicated in the Timetable.

B. If a person against whom the document is invoked denies the authenticity of their alleged handwriting, signature, seal, or fingerprint, or their heir or successor swears an oath that they do not know whether the handwriting, signature, seal, or fingerprint belongs to that individual in accordance with Article 86(B) of these procedural rules, and the document is material to the dispute, but the facts and circumstances of the dispute and its supporting documentation are not sufficient for the Tribunal to be convinced of the authenticity, or lack thereof, of the handwriting, signature, stamp, or fingerprint, the Tribunal may ascertain such authenticity through a comparison of the document, oral testimony, or both.

C. Minutes shall be drafted describing the document in sufficient detail, and the Tribunal president shall sign both the minutes and the document.

Article 96

Procedure for authentication-by-comparison

A. A decision by the Tribunal to ascertain the authenticity of handwriting, signature, stamp, or fingerprint by comparison, shall include the following:

1. if the Tribunal deems appropriate, the appointment of one of the Tribunal members to initiate the process of authentication-by-comparison;
2. the selection of a single expert or a committee of three experts from a list of approved court experts issued by the Minister;

3. the date and time at which the authentication-by-comparison will be conducted by the expert(s);

4. an order for the disputed document to be deposited with the secretary of the Tribunal with a description as envisaged in the previous Article; and

5. the determination of the expert(s)' fees and expenses and the requirement that the party who requested the authentication deposit those fees and expenses with the Chamber before the expert(s) begin(s) their work.

B. The secretary of the Tribunal shall instruct the expert(s) to appear before the Tribunal on the date and time scheduled for the authentication-by-comparison.

C. The disputing parties shall appear on the date specified in paragraph (B) of this Article to submit any documents they wish be used for comparison and agree on those that can validly be used for that purpose. If the party with the burden of proof fails to appear without a valid excuse, their right to request authentication may be forfeited. If a party fails to appear, the documents submitted by the other party may be deemed suitable for use in the comparison process.

D. The party disputing the authenticity of the document must appear personally to provide a writing sample on the date appointed by the Tribunal. If they fail to appear without a valid excuse, the document may be ruled as authentic.

Article 97

Process for the authentication by comparison

A. An individual's disputed handwriting, signature, seal, or fingerprint shall be compared to his or her handwriting, signature, seal, or fingerprint on an undisputedly authentic document.

B. Documents may not be used for comparison unless agreed by all parties, except for:

1. the handwriting, signature, seal or fingerprint on an official document or on a private deed which the party acknowledges as being authentic even after disputing his or her handwriting, signature, seal, or fingerprint on the disputed document;

2. the undisputed part of the disputed document; or

3. the denying party's handwriting, signature, or fingerprint produced in front of the Tribunal and in the presence of the expert(s).

C. The Tribunal may order the relevant administrative authority to produce the official document necessary for the authentication-by-comparison process or order the expert(s) to examine them at their location.

D. The expert(s), the parties, and the Tribunal president shall sign the documents to be used for comparison before the authentication-by-comparison process begins, and this shall be recorded in the hearing minutes.

E. Experts are subject to the provisions of Chapter 13 of these procedural rules.

Article 98

Witness testimony regarding the authenticity of a document

A. If the Tribunal decides to determine the authenticity of a disputed document through witness testimony in accordance with Articles 95(B) and 102(A) of these procedural rules, the testimony shall be limited to proving that the handwriting, signature, seal, or fingerprint on the disputed document is attributable to the alleged person.

B. The provisions of Chapter 10 of these procedural rules apply to witness testimony under paragraph (A) of this Article.

Article 99

Ruling on the authenticity of a document

A. If the disputed document is ruled authentic in its entirety, either pursuant to or without an authentication process, the party denying the authenticity of the document shall be fined no less than 100 dinars and no more than 500 dinars.

B. An heir or successor, whose challenge to the authenticity was limited to asserting their lack of knowledge whether the handwriting, signature, seal, or fingerprint was attributable to the original right holder, shall not be fined, and a fine is not multiplied by the number of heirs or successors.

C. The Tribunal may not rule in the same judgment on the authenticity, or lack thereof, of the document, or on whether the right to authenticate has ceased to exist, as well as on the subject matter of the dispute.

D. Whether the Tribunal rules the document authentic, non-authentic, or that the right to authenticate has ceased to exist, a hearing shall be scheduled before the subject matter of the dispute is decided for the parties to make their closing statements.

Article 100

Procedure for alleging forgery

A. An allegation that a document is forged shall be made during the case management phase within the time-period indicated in the Timetable, by the filing of a written submission detailing the alleged forgery, any evidence of the forgery, and the measures requested to prove the forgery, failing which the forgery allegation shall be deemed inadmissible.

B. When filing a written submission in accordance with paragraph (A) of this Article, the party alleging forgery shall deposit a security of 100 dinars with the Chamber to compensate the other party for any damage that they may suffer.

C. The party alleging forgery must deliver to the Case Manager the allegedly forged document if in their possession, or a copy thereof if not in their possession.

D. If the allegedly forged document is in the possession of one of the disputing parties, the Tribunal may order, after having reviewed the submission on forgery, that said party produces the document. If that party fails to comply with this order, the document shall be treated as if nonexistent, without prejudice to the possibility of producing it later.

E. If the Tribunal admits a document in accordance with Article 41 of these procedural rules, or orders a party to join the proceedings and present a document in their possession according to Article 58(2), or orders a disputing party to submit a document in their possession according to Article 91, any disputing party may, within seven (7) days from the date of production or the date of their notification of that document, as the case may be, submit a forgery challenge to the secretary of the Tribunal, in accordance with paragraphs (A) and (B) of this Article.

Article 101

Alleging forgery of electronic documents, records, and signatures

A. Any disputing party may submit, during the case management phase and within the time-period indicated in the Timetable, a request alleging the forgery of electronic documents, records, or signatures according to the procedures outlined in Article 100 of these procedural rules.

B. The Tribunal shall decide on the request alleging forgery described in paragraph (A) of this Article in accordance with the procedures outlined in these rules, while having regard to the nature of electronic documents, records, and signatures.

Article 102

Deciding on an allegation of forgery

A. If a claim that a document has been forged is material to the outcome of the dispute, but the facts and circumstances of the dispute and its supporting documentation are not sufficient to convince the Tribunal of the authenticity, or lack thereof, of the document, and the Tribunal deems that the measures requested by the party alleging forgery are material and admissible, the Tribunal may ascertain such authenticity through a comparison of the document, oral testimony, or both.

B. A decision by the Tribunal to compare the documents shall include the information specified in paragraph (A) of Article 96 of these procedural rules, and the authentication-by-comparison shall be carried out in accordance with the rules set out in Article 97 of these procedural rules.

C. Any examination of the authenticity of a document based on witness testimony shall be conducted in accordance with the rules set out in Article 98 of these procedural rules.

Article 103

Monetary fine against the party alleging forgery

A. If the claim of forgery is denied or deemed inadmissible, the party alleging forgery shall be fined no less than 250 dinars and no more than 1000 dinars. However, if the allegations are partially proven, no fine shall be imposed.

B. The fine is multiplied by the number of documents alleged to be forged unless the documents are inter-related.

Article 104

Disavowing the document

Forgery proceedings may be terminated at any stage if the party accused of forgery renounces reliance on the disputed document as evidence. The Tribunal may request that the accused party deposit the document in the case file if the party alleging forgery so requests for legitimate reasons.

Article 105

Inadmissibility of uncontested documents

Even in the absence of a claim of forgery submitted in accordance with these procedural rules, the Tribunal may find that a document is inadmissible or invalid if it can clearly determine that the document is forged based on the condition of the document or the circumstances of the dispute, in which case, the Tribunal shall provide in its judgment the circumstances and reasons relied upon to dismiss or invalidate the document.

Chapter 10

Witness testimony

Article 106

Eligibility and disqualification of witnesses

A. Individuals under the age of fifteen (15) are not eligible to testify, but their statements may be considered for informational purposes without an oath. Individuals who are not of sound mind are also not eligible to testify.

B. Public employees and those entrusted with a public service shall not testify about information they have learned in the course of their duties, even after they leave office, if that information has not legally been made public or authorized for dissemination by the relevant public authority. Notwithstanding, the relevant public authority may authorize public employees and those performing a public service to testify at the request of the Tribunal or one of the parties.

C. Lawyers, agents, medical doctors, auditors, and others who learn of a fact or obtain information in the performance of their professions, or as a result of acting in a specific capacity, may not disclose that fact or information, even after they conclude their services or cease to act in that capacity, unless the fact or information was shared with the intention of committing a crime or misdemeanor. Notwithstanding, these individuals shall testify about the fact or information when asked by those who shared it with them, so long as this does not contravene the specific laws governing their professions. If multiple parties share the fact or information, all such parties must agree to its disclosure before it can be disclosed.

D. A spouse is not allowed to reveal, without the consent of the other spouse, any information that was communicated to them during marriage, even after the marriage has ended, unless one spouse is suing the other.

E. A witness may not be challenged, even if they are a relative or an in-law of a party, unless they are incapable of understanding due to age, illness, or any other reason.

Article 107

Evidentiary procedures for witness testimony

A. A party requesting witness testimony during the case management phase shall specify the fact(s) they wish to prove through this testimony within the time-period indicated in the Timetable, and shall inform the Tribunal, if the latter agrees to order witness testimony, either in writing or orally during the hearing, of the names, telephone numbers, e-mail addresses, and residential addresses of the requested witnesses.

B. The Tribunal may order, on its own initiative, witness testimony if it considers it helpful in elucidating the truth, and may, in any case in which it orders witness testimony, summon any witnesses whose testimony it considers relevant to ascertain the truth.

C. The Tribunal's order to require witness testimony shall specify the fact(s) to be proven by testimony, failing which it shall be deemed void. The order shall also indicate the start and end date for the witness examination.

D. Allowing one party to establish a fact by witness testimony shall always entail allowing the other party the right to rebut that fact using witness testimony.

Article 108

Witness testimony during hearings

A. The examination of witnesses shall continue until all claimant and respondent witnesses have been heard within the time-period indicated by the Tribunal. If the witness examination is adjourned to a later hearing, the adjournment shall be considered an instruction for the witnesses present to reappear before the Tribunal unless the Tribunal specifically exempts them from doing so.

B. If, during the time-period allocated for witnesses examination, one of the parties requests an extension of the time allocated for witness examination, the Tribunal shall immediately rule on the request and record its decision in the hearing minutes. If a member of the Tribunal is assigned to initiate the witness examination and refuses to extend the time allocated, an appeal may be made to the Tribunal by an oral request recorded in the hearing minutes. The Tribunal shall decide on the appeal promptly, and its decision shall not be subject to appeal. The Tribunal may not extend the time allocated for witness examination more than once.

C. Once the time allocated for witness examination has concluded, parties may no longer request to examine witnesses.

Article 109

Failure of a witness to appear

A. If a disputing party does not produce their witness at the assigned hearing, or if the witness was not instructed to attend, the Tribunal may order that party to produce the witness or request their appearance at a future hearing so long as the time allocated for witness examination has not yet elapsed. If the witness does not attend, the party may no longer rely on his or her testimony.

B. If a witness was duly instructed to appear before the Tribunal but fails to do so, the Tribunal shall fine them no less than 20 dinars, which fine shall be recorded in the hearing minutes and shall not be subject to appeal. The Tribunal may summon the witness to appear or renew its instruction for the witness to appear before it. If the witness fails to do so, the Tribunal shall

double the previously mentioned fine. The Tribunal may waive the fine if the witness appears before it and provides an acceptable excuse.

C. If a witness appears but refuses without legal justification to take the oath or answer the questions put to them, they shall be fined in accordance with the provisions of paragraph (B) of this Article no more than 100 dinars. The fine shall be documented in the hearing minutes and shall not be subject to appeal.

Article 110

Witness testimony hearing procedures

A. Witnesses shall be examined before the Tribunal in the presence of the parties. If the witness has an acceptable excuse preventing them from attending the hearing, the Tribunal may move to the witness's location to hear their testimony, and the parties shall be invited to attend the examination. Minutes of the testimony shall be drafted and signed by the president of the Tribunal.

B. Witness testimony shall be given orally, without the use of written notes, unless the Tribunal gives permission, and where the nature of the case so warrants.

C. Individuals unable to testify orally may give testimony in writing or using sign language if they are able to communicate through those means.

D. Each witness shall testify in private without the presence of other witnesses whose testimony has not yet been heard.

E. Witnesses shall state their name, title, profession, age, and domicile, and disclose any relationship to any party by blood or marriage, and the degree of such relationship, as well as whether they are employed by any party.

F. The witness shall swear to tell the truth, the whole truth, and nothing but the truth, failing which their testimony shall be considered inadmissible. The oath may be given in accordance with the witness's religious beliefs and practices if he or she so requests.

Article 111

Witness examination

A. Questions are put to witnesses through the Tribunal. Witnesses shall first answer the questions of the party relying on their testimony, and then the questions of the opposing party. Neither party shall interrupt the other party during questioning of the witness during testimony.

B. Once a party concludes its questioning of the witness it may not address further questions without the permission of the Tribunal.

C. The Tribunal president and any Tribunal member may put directly to witnesses questions which they consider relevant in uncovering the truth.

D. The witness's answers shall be recorded in written minutes, read to the witness, and signed by them after making any necessary corrections. If the witness refuses to sign, the minutes shall note the refusal and the reason for it.

E. A witness's expenses and lost time shall be estimated at the request of the witness, and a copy of the ordered estimation shall be delivered to the witness, which order may be

enforceable against the party who requested the appearance of the witness in accordance with Article 76 of these procedural rules.

Article 112

Contents of the minutes of witness examination

A. The minutes of witness examination shall include the following information:

1. the date, place and time of the commencement and termination of the witness examination, and the number of hearings that was required for the examination;
2. the names and titles of the parties, whether they were present or absent, and their requests;
3. the names, titles, occupations, and addresses of the witnesses, whether they were present or absent, and the orders issued in relation to them;
4. the statements made by the witnesses, and the fact that their testimony was under oath;
5. the questions put to the witness, the person who put each question to the witness, any resulting incidental issues, and the witness's answer to each question;
6. the witness's signature on their statement, after it has been read to them, and their comments thereon;
7. the order estimating the witness's expenses if the witness requests such order; and
8. the signature of the Tribunal president.

B. Once the witness examination is completed or the time allocated for witness examination has expired, the Tribunal shall schedule a hearing at the earliest possible time to consider the case, which hearing date shall be notified by the Tribunal secretary to absent parties.

Chapter 11

Presumptions, *res judicata*, confession, questioning and inspection.

Article 113

Presumptions

A. Legal presumptions shall dispense the beneficiary thereof from having to prove the presumed fact by other evidentiary means. Presumptions may however be rebutted through proof to the contrary unless a legal provision provides otherwise.

B. Judicial presumptions are non-legal presumptions. The Tribunal may deduce each presumption from the circumstances of the case and evaluate the extent to which the presumption proves the alleged fact.

Article 114

Res judicata

A. Judgments constituting *res judicata* conclusively determine the rights decided therein and may not be rebutted. Said judgments are only conclusive in disputes opposing the same disputing parties with the same roles and concerning the same rights and grounds. The Tribunal shall invoke *res judicata* on its own initiative.

B. The Tribunal is not bound by criminal judgments except with respect to the specific facts determined by those judgments and only in cases in which such determination was necessary for the resolution of the criminal case.

Article 115

Acknowledgements

A. An acknowledgment is the acceptance by one person to the benefit of another of a legal fact alleged against them, with the intention of having that fact opposable to them. An acknowledgment may be judicial or non-judicial.

B. An acknowledgment is considered judicial when a party accepts before a court of law the legal fact alleged against them, during the proceedings related to said fact. A party's acknowledgment before the Tribunal of a legal fact alleged against them, during the proceedings related to said fact, shall be considered a judicial acknowledgment.

C. An acknowledgment shall be considered non-judicial when a party accepts the legal fact alleged against them outside a court of law or not during the proceedings related to said acknowledged fact.

D. A judicial acknowledgment is conclusive evidence that can be invoked against the person making it, limited to and binding on that person only, and is inseparable. An acknowledgement may be separable if it relates to more than one fact and the existence of one fact does not depend on the existence of the remaining facts.

Article 116

Examination of parties

A. The Tribunal may, on its own initiative, or at the request of one of the parties submitted during the case management phase and within the time-period indicated in the Timetable, examine any of the parties present or order their presence for questioning if deemed necessary.

B. An examination of a party is only possible if the party to be examined has the capacity to dispose of the disputed right.

C. If a party is legally incompetent or lacks capacity, the Tribunal may examine their representative, and may discuss the matter with the party itself if said party is able to understand the matters at hand.

D. With respect to legal persons, examination may be directed to their statutory representative.

E. The Tribunal shall reject a request for examination if it deems that the case does not necessitate examination.

F. The Tribunal may put to the examined party the questions it considers appropriate and shall put to them the questions that the other party wishes be put to the examined party. The answers to the questions shall be provided during the same hearing unless the Tribunal considers it appropriate to grant the party a time-period to provide an answer.

G. Answers to the questions shall be given in the presence of all parties but the examination shall not be conditional on their presence.

H. Questions and answers shall be accurately and thoroughly recorded in the hearing minutes and, after being read out, they shall be signed by the Tribunal president and the examinee. If the examinee refuses to answer or to sign, such refusal, and the reason for it shall be noted in the minutes.

I. If a party has an acceptable excuse preventing them from appearing for examination, the Tribunal may move to question them at their own location.

Article 117

Inspection

A. The Tribunal, on its own initiative, or the Deputed Judge, at the request of a disputing party submitted in accordance with the provisions of these procedural rules during the case management phase and within the time-period indicated in the Timetable, may move to inspect the disputed item.

B. Any action related to the inspection shall be recorded in minutes, which shall be signed by the Tribunal president or the Deputed Judge, as the case may be, failing which the action shall be invalid.

C. Upon moving for the inspection, the Tribunal or the Deputed Judge, as the case may be, may hear any witnesses they deem necessary, who shall be invited by the Tribunal secretary or the Case Manager, as the case may, even orally, to attend the inspection.

Chapter 12

Conclusive and complementary oaths

Article 118

Addressing a conclusive oath

A. A conclusive oath is an oath taken by one party at the request of the other party to conclusively resolve the dispute.

B. Either party may, at any time during the proceedings, address a conclusive oath to the other party. The Tribunal may forbid a party from addressing a conclusive oath to the other party if the Tribunal determines that the addressing party acted arbitrarily in addressing it. The party to whom the oath was addressed may re-address the oath to the addressing party. Re-addressing the oath is not permissible if the oath pertains to an incident which did not involve both parties, but rather only the party to whom the oath was originally addressed. Once a party has agreed to take the oath, the other party may not withdraw the request.

C. A party may not address a conclusive oath to prove a fact that violates public order or morality. The fact to be established through a conclusive oath should be directly related to the party to whom the oath was addressed, failing which the oath shall only prove that party's mere knowledge of the alleged fact.

D. A guardian, custodian, or agent of an absent person may request a conclusive oath on matters within the scope of their authority. A person with power of attorney in the case may not address or accept a conclusive oath or re-address it to the other party, unless they have special authorization to do so in accordance with Article 25(B) of these procedural rules.

Article 119

Addressing and taking a conclusive oath

A. The party addressing the oath shall detail the fact(s) which the oath is intended to prove. The wording of the oath shall be clear, and the Tribunal may amend the wording of the oath to ensure clarity and accuracy in relation to the fact(s) to be proven. The party shall personally take the oath and may not delegate others to take it.

B. If the party to whom the conclusive oath was addressed does not dispute its admissibility or its relevance to the case, and is present at the hearing, they shall either take the oath immediately or re-address it to the addressing party, failing which they shall be considered to have refused to take the oath. The Tribunal may schedule a date for the oath to be taken if it deems appropriate, and the absent party to whom the oath was addressed shall be notified of the scheduled hearing to take the oath with the wording approved by the Tribunal. If the party attends the scheduled hearing but refuses to take the oath without justification or does not appear at the scheduled hearing without an acceptable excuse, said party shall be considered to have refused to take the oath.

C. If the party to whom the conclusive oath was addressed challenges its admissibility or relevance to the case and the Tribunal dismisses such challenge, and orders them to take the oath, the Tribunal shall include in its order the wording of the oath and notify such order to that party if they were not present at the hearing. The procedures outlined in paragraph (B) of this Article shall be followed in this situation.

D. If the party to whom the conclusive oath was addressed has an acceptable excuse for not appearing before the Tribunal, the Tribunal shall move to the party's location to take the oath.

E. The person taking the oath shall say "I swear" followed by the wording that was approved by the Tribunal. The person ordered to take the oath shall personally take it and may do so in accordance with their own religious beliefs and practices if the person so requests.

F. Mute individuals may accept, refuse, or re-address the oath using common sign language if they do not know how to write, or in writing, if they know how to write.

G. The oath shall be recorded in minutes, which shall be signed by the person taking the oath and the president of the Tribunal.

H. The taking of a conclusive oath shall result in the exclusion of contrary evidence pertaining to the relevant fact(s). The conclusive oath may not be discredited after the addressed party took it, except that if it is later determined in a criminal proceeding that the oath was perjured, the party who suffered damages as a result of the oath may seek compensation, without prejudice to any legal rights resulting from the perjured oath.

I. The taking of an oath by a party to whom an oath was addressed shall result in a decision in favor of that party. The refusal by a party to take an oath without re-addressing it to the other party shall result in the refusing party losing the dispute. The same applies to a party to whom the oath was re-addressed but refused to take it.

Article 120

The complementary oath

A. A complementary oath is an oath addressed by the Tribunal on its own initiative to either party, and on which the Tribunal shall base its judgment or determine the awarded sums.

B. A complementary oath may be addressed only if the record does not contain sufficient evidence fully to prove a fact, but neither is it devoid of any evidence.

C. A party to whom the complementary oath is addressed by the Tribunal may not re-address it to the other party.

D. The Tribunal may not address a complementary oath to the claimant to determine the value of their claims unless it is not possible to determine such value by any other means. Even in such circumstances, the Tribunal shall set a maximum value for the amount that it will consider to be truthfully claimed by the claimant under the complementary oath.

E. The complementary oath is subject to the provisions of Articles 118 and 119 of these procedural rules to the extent they do not contradict the provisions of this Article.

Chapter 13

Expert testimony

Article 121

Expert testimony

Expert testimony shall mean the technical opinion necessary to prove a matter that requires specialized technical or scientific knowledge.

Article 122

Retaining expert witnesses

An expert witness is any natural or legal person with sufficient knowledge and skills in a technical or scientific subject and able to prepare an expert report thereon.

Parties may retain experts on their own initiative. The parties may each appoint their own expert witness or may agree to appoint a joint expert witness. In either case, an expert witness's opinion shall not be binding on the Tribunal.

Article 123

Scope and competence of expert witnesses

An expert witness shall perform their assignment within the scope of the technical issue presented to them and shall have the necessary knowledge, skills, experience, and training in their field.

The Minister, with the approval of the Judicial Council, may issue a resolution outlining the requirements and criteria that expert witnesses must meet in certain cases, as well as guidelines for preparing technical reports.

Article 124

Impartiality and scope of work

While performing their duties, expert witnesses shall act impartially and with integrity towards the disputing parties. Before beginning their assignment, they shall, using the approved disclosure form, disclose any direct or indirect personal interests or any circumstances that may raise doubts about their impartiality or integrity. If any of these circumstances arises during the course of their assignment, the expert witness shall promptly and without delay disclose them in writing to the Tribunal and all disputing parties.

The form mentioned in the first paragraph of this Article contains a questionnaire about impartiality and integrity, in accordance with the resolution issued by the Minister. The expert witness shall complete the questionnaire and submit it as required by this Article. Any changes to the information in the questionnaire shall be disclosed immediately.

The party or parties, as the case may be, that hire the expert witness shall bear the full costs of the expert provided for in their contract.

The expert witness's fees and expenses incurred in the preparation of their report are considered part of the costs of the case and shall be determined by the Tribunal on its own initiative in its final judgement.

Article 125

Submission of expert reports and enabling experts to perform their assignment

The disputing parties may, when necessary, submit expert reports with the filing of the case, or during the proceedings, without prejudice to the time-periods indicated in the Timetable.

If there are any obstacles preventing the expert witness from performing their assignment, the parties may request leave from the Tribunal or the Deputed Judge, as the case may be, to enable the expert to start performing their assignment.

The request to enable the expert to begin their assignment shall include a detailed description of the technical issue that requires consideration or assessment by the expert, as well as a description of the obstacle(s) preventing the expert from beginning their assignment.

Article 126

Procedures for enabling expert witnesses to perform their assignment

Whenever the Tribunal deems that an expert report is material to the case and necessary for its resolution, and that the request to obtain an order enabling the expert witness to begin their assignment is well founded, the Tribunal shall issue an order to enable the expert witness to begin their assignment.

The Tribunal's order shall specify the scope of the expert witness's assignment, the technical issues related to the dispute that the expert witness is expected to address, any expedited measures the expert witness is authorized to adopt, and the deadline for the expert witness to submit their report.

Article 127

The order enabling the expert witness to begin performing their assignment

No ministry, government department, public agency, public institution, cooperative association, company, individual enterprise, or natural or legal person may refrain, without legal justification, from providing the expert witness with access to what they need in accordance with the order enabling the expert to begin their assignment.

Article 128

Submitting expert reports

The expert witness's report shall be submitted to the Tribunal and shall include their technical opinion, the results of their assignment, and the information and sources on which the report is based, accompanied by a copy of their CV and practical experience, and a statement of impartiality and integrity.

A copy of the signed contract with the expert shall also be attached to the report that is submitted to the Tribunal or the Case Manager, as the case may be.

The forms utilized in proceedings before the Chamber for the submission of the expert contract and the statement of impartiality and integrity shall be those utilized before the courts.

Article 129

Examining the expert witness

If the Tribunal determines that the expert report is material for the resolution of the dispute, the Tribunal may submit questions in writing to the expert to clarify any ambiguity in the report or request them to correct any errors or address any shortcomings in their research. The Tribunal shall grant the parties the opportunity to submit written questions to the expert, who shall in any case submit written answers within the time-period specified by the Tribunal.

If necessary, or at the request of the parties, the Tribunal may summon the expert witness to discuss the report and the questions submitted in relation thereto.

Article 130

Supplementary reports

The Tribunal shall order the submission of a joint supplementary expert report if the Tribunal determines that the individual reports submitted need to be supplemented with a joint expert opinion written by the same expert witnesses who prepared the individual reports, and if the parties so agree.

If the parties do not agree to the submission of a supplementary expert report, or if the Tribunal determines that a technical issue requires a technical opinion for its resolution, the Tribunal may direct the party it deems appropriate to submit an expert report on that issue.

The other disputing party may also submit its own expert report addressing the same issue directed by the Tribunal if they deem it appropriate.

The Tribunal's order for the submission of an expert report shall be governed by the provisions of Article 126 of these procedural rules.

Article 131

Expert witness report deadlines

The expert witness shall commit to submitting their report within the period specified by the Tribunal or the Deputed Judge, as the case may be, and in all cases within sixty (60) days of the date of the order enabling the expert to begin their assignment, and subject to the time-periods indicated in the Timetable concerning the expert report. The Tribunal or the Deputed Judge, as the case may be, may, at the expert's request, extend those deadlines for an additional period of the same length.

Article 132

The principles governing the expert's assignment

Experts are considered assistants to the judiciary and shall perform their assignment in accordance with the following principles:

1. once they start performing their assignment, the expert shall be considered to have been designated by the Tribunal to perform such assignment;

2. the information provided to the expert by the party or parties that retained them during the preparation of their report shall be kept confidential until the report is submitted to the Tribunal;

3. the duty to maintain confidentiality of the information and data to which the expert has access only applies to the extent that it does not conflict with their duty to report a crime or prevent a crime, and their duty to share all available information and data with the Tribunal in the context of performing their assignment; and

4. the expert's contractual liability towards the party or parties that hired them is limited to deliberate breaches of contract or gross professional errors during the performance of their assignment.