

**Ministry of Justice, Islamic Affairs and Waqf**

**Resolution No. 28 of 2023**

**Determining the language other than Arabic that may be used before the Courts and the Bahrain Chamber for Dispute Resolution, and the mechanism and scope of application**

The Minister of Justice, Islamic Affairs and Waqf,

having reviewed:

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

the Commercial Companies Law promulgated by Legislative Decree No. 21 of 2001, as amended;

the Judicial Authority Law promulgated by Legislative Decree No. 42 of 2002, as amended, in particular, Article 4 thereof;

the Central Bank of Bahrain and Financial Institutions Law promulgated by Law No. 64 of 2006, as amended;

Legislative Decree No. 30 of 2009 on the Bahrain Chamber for Economic, Financial and Investment Dispute Resolution, and its amendments, in particular, Article 12 thereof;

Resolution No. 117 of 2021 determining the language other than Arabic that may be used before the Courts, as well as the mechanism and scope of application; and

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 with respect to the Bahrain Chamber for Economic, Financial, and Investment Dispute Resolution, promulgated by Legislative Decree No. 134 of 2021,

and with the approval of the Supreme Judicial Council,

and upon the submission of the Undersecretary for Justice and Islamic Affairs,

## **Resolves as follows:**

### **Article 1**

English shall be the language used before the Bahrain Chamber for Dispute Resolution in disputes falling under its jurisdiction, if the contract underlying the dispute is drafted in English, and if:

1. the disputing parties are financial institutions licensed according to the provisions of the Central Bank of Bahrain and Financial Institutions Law, or the dispute is between such an institution and another commercial company licensed according to the provisions of the Commercial Companies Law; or
2. the disputing parties are commercial companies licensed according to the provisions of the Commercial Companies Law and the dispute relates to obligations arising from their commercial relationship; or
3. the dispute relates to international trade and the dispute is between financial institutions, between companies, or between a financial institution, or financial institutions, and a company or companies.

The basis for the use of English in the proceedings is the parties' agreement to use English in the contracts described above. Accordingly, if a contract is drafted in more than one language, including English, English shall not be adopted as the language of the proceedings unless the contract explicitly refers to English as the prevailing language in the event of discrepancy between the texts.

The disputing parties may, in writing, retract the choice of English as the language of the proceedings before filing the case.

### **Article 2**

English shall be used before the courts if the language of arbitration is English when such courts are requested to appoint or decide on the challenge of an arbitrator if the value of the contract underlying the dispute exceeds five hundred thousand dinars, or when requested to adopt interim measures if the value of the claim exceeds five hundred thousand dinars, or when requested to enforce or annul an award if said award is issued with a value exceeding five hundred thousand dinars.

### **Article 3**

The disputing parties may agree in writing to choose English as the language of the proceedings before filing any case falling under the jurisdiction of the Bahrain Chamber for Dispute Resolution under 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, or any case of the nature specified in the attached table, provided that the following conditions are met:

1. the contract underlying 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 stipulated either in the contract underlying the dispute, or in correspondence between the parties to the contract, or in a separate agreement; and
3. the sums claimed in the case exceed five hundred thousand dinars.

#### **Article 4**

The disputing parties shall provide the court with a certified translation of all documents related to the dispute if the documents are written in a language other than English.

The court shall hear the statements of parties or witnesses who do not speak English through an interpreter who has sworn to provide an accurate and truthful interpretation, or has made an official statement to that effect.

#### **Article 5**

The provisions of the preceding Articles shall apply to anyone who joins or is joined to the case, and to incidental requests, counterclaims, and claims related to the original claim.

#### **Article 6**

If judgments and orders are issued in English, challenges thereto shall be heard in the same language at all levels.

#### **Article 7**

Resolution No. 117 of 2021 specifying the language, other than Arabic, that may be used before courts and the mechanism and scope of application is hereby revoked.

#### **Article 8**

The Undersecretary for Justice and Islamic Affairs shall implement the provisions of this Resolution, which shall come into force on the day following the date of its publication in the Official Gazette.

**Minister of Justice**  
**Islamic Affairs and Waqf**  
**Nawaf bin Mohammed Al-Maawda**

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**Table specifying the nature of cases  
in which parties may agree that the proceedings before the courts be conducted in  
English**

<b>Number</b>	<b>Nature of the case</b>
<b>1</b>	Cases in which one of the parties is a foreign company
<b>2</b>	Cases related to stocks, bonds, and other financial securities
<b>3</b>	Cases related to commercial papers
<b>4</b>	Cases related to trademarks, commercial agencies, and intellectual property rights
<b>5</b>	Cases related to commercial arbitration or mediation
<b>6</b>	Cases related to transportation agreements and maritime and aviation disputes
<b>7</b>	Cases related to construction contracts