

## Case 4630862663

Court	Circuit type	Case No.	Judgment pronounced	Judgment issued
Riyadh Court of Appeal	Commercial	4630862663	–	March 18, 2025

### Facts

On [...], a hearing was convened to consider an annulment action concerning an arbitral award filed by [the plaintiffs] against [the defendants].<sup>1</sup>

The plaintiffs' attorney [the first attorney] appeared, representing [the first plaintiff] under Power of Attorney No. [...], [the second plaintiff] under Power of Attorney No. [...], [the third plaintiff] under Power of Attorney No. [...], and [the fourth plaintiff] under Power of Attorney No. [...].

The defendants also appeared in person, namely [first defendant] and [second defendant], along with their attorney [the second attorney] representing them under Power of Attorney No. [...].

Upon questioning the plaintiffs' attorney regarding the claim, he submitted as follows:

[We have filed] an action seeking annulment of Arbitral Award No. [...], dated [...], issued by [the law firm ...]:

Plaintiffs (First party to the arbitration agreement between the claimant and respondent):

[First plaintiff], National ID No. [...]

[Second plaintiff], National ID No. [...]

[Third plaintiff], National ID No. [...]

[Fourth plaintiff], National ID No. [...]

Defendants (Second party to the arbitration agreement between the claimant and respondent):

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<sup>1</sup> Identifying information and dates in this judgment have been redacted to protect personal and sensitive data. Editorial insertions in square brackets have been made by the SCCA team for clarity or completeness and do not appear in the original Arabic text.

[First defendant], National ID No. [...]

[Second defendant], National ID No. [...]

[Third defendant], National ID No. [...]

[Fourth defendant], National ID No. [...]

The arbitral award subject to this action was pronounced as follows:

The arbitral tribunal, constituted pursuant to an agreement dated [...] concluded between the parties identified in the preamble of the award in the arbitration proceedings concerning the dispute over the implementation of a division agreement between the parties, hereby rules as follows:

First:

The arbitral tribunal establishes ownership in favor of the members of the first party—(1) [the second plaintiff], a Saudi national, holder of National ID No. [...]; (2) [the first plaintiff], a Saudi national, holder of National ID No. [...]; (3) [the third plaintiff], a Saudi national, holder of National ID No. [...]; (4) [the fourth plaintiff], a Saudi national, holder of National ID No. [...])—over the following assets:

(1) The property located in [...], [...] City.

(2) The farm near [...] Airport, including the complex and station located in [...] Governorate.

(3) The medical clinic of [...], Commercial Registration [hereafter CR] No. [...], and the pharmacy [...], CR No. [...] dated [...], both registered in the name of [the second plaintiff].

(4) The hotel [...], CR No. [...], registered in the name of [the first plaintiff].

(5) Twelve kilograms of gold.

(6) The hotel [...] located in [...] City on [...] Road, CR No. [...] dated [...], registered in the name of [the second plaintiff].

(7) The restaurant [...], CR No. [...] dated [...], registered in the name of [the first defendant].

(8) The showroom [...] (workshops) registered in the name of [the third defendant].

Second:

The arbitral tribunal orders [the third defendant], a Saudi national, holder of National ID No. [...], as a member of the second party, to transfer ownership of the showroom registered in his name—including all assets, employees, documents, records (digital and physical), bank accounts and funds, and all related appurtenances—to the members of the first party collectively: (1) [the second plaintiff]; (2) [the first plaintiff]; (3) [the third plaintiff]; and (4) [the fourth plaintiff].

Third:

The arbitral tribunal establishes ownership in favor of the members of the second party—(1) [the first defendant], a Saudi national, holder of National ID No. [...]; (2) [the second defendant], a Saudi national, holder of National ID No. [...]; (3) [the third defendant], a Saudi national, holder of National ID No. [...]; (4) [the fourth defendant], a Saudi national, holder of National ID No. [...]—over the following assets:

(1) The gold shop located in [...], CR No. [...] dated [...], License No. [...] dated [...], registered in the name of [the first plaintiff].

(2) The car showroom located in [...], [...] District, CR No. [...] dated [...], License No. [...] dated [...], the usufruct of which is held by [the first plaintiff] under Lease Agreement [...].

(3) The car showroom located in [...], CR No. [...] dated [...], License No. [...] dated [...], registered in the name of [the first plaintiff].

(4) A 50 percent share in the medical center [...] located in [...], CR No. [...] dated [...], registered in the name of [second plaintiff].

(5) A 45 percent share in the company [...] located in [...], CR No. [...] dated [...], and its branches owned by [the second defendant].

(6) A 50 percent share in the clinic [...] located in [...] Governorate, CR No. [...] dated [...], registered in the name of [the third plaintiff].

(7) The clinic [...] located in [...] Governorate, CR No. [...] dated [...], registered in the name of [the second plaintiff].

(8) A 50 percent share in the hotel [...] located in [...], CR No. [...] dated [...], registered in the name of [the first plaintiff].

(9) The clinic [...] and its appurtenances located in [...], CR No. [...] dated [...], registered in the name of [first plaintiff].

(10) The clinic [...], CR No. [...] dated [...], the usufruct of which is held by [first plaintiff] under a lease agreement with [...] Municipality pursuant to Contract No. [...] dated [...].

(11) The clinic [...] located in [...] Governorate, CR No. [...] dated [...], registered in the name of [the first plaintiff].

(12) A 50 percent share in a property located in [...], [...] District, Subdivision No. [...], Plot No. [...], owned by [the second plaintiff] under Deed No. [...] dated [...].

(13) A 50 percent share in a property located in [...], [...] District, Subdivision No. [...], Plot No. [...], owned by [the second plaintiff] under Deed No. [...] dated [...].

(14) A 50 percent share in a property located in [...] City, [...] District, Subdivision No. [...], Plot No. [...], owned by [the second plaintiff] under Deed No. [...] dated [...].

(15) A 50 percent share in a property located in [...] City, [...] District, owned by [the second plaintiff] under Deed No. [...] dated [...].

(16) The property located in [...], [...] District, Subdivision No. [...], Plot No. [...], owned by [the first plaintiff] under Deed No. [...] dated [...].

(17) A 50 percent share in the medical equipment establishment [...], CR No. [...] dated [...], registered in the name of [first plaintiff].

(18) A 50 percent share in a hotel [...], CR No. [...] dated [...], registered in the name of [second plaintiff], located in [...] City.

(19) The apartment located in [...], [...] Governorate, [...] District.

(20) The apartment located in [...], [...] City, [...] District.

(21) A 50 percent share in the pharmacy [...] located in [...], CR No. [...] dated [...], registered in the name of [the second plaintiff].

Fourth:

The arbitral tribunal orders [the first plaintiff], a Saudi national, holder of National ID No. [...], as a member of the first party, to transfer to the members of the second party collectively – (1) [the first defendant]; (2) [the second defendant]; (3) [the third defendant]; (4) [the fourth defendant] – ownership of the following assets:

(1) The gold shop located in [...], CR No. [...] dated [...], License No. [...] dated [...], registered in the name of [the first plaintiff].

(2) The car showroom located in [...], [...] District, CR No. [...] dated [...], License No. [...] dated [...], the usufruct of which is held by [the first plaintiff] under Lease Agreement No. [...].

(3) The car showroom located in [...], CR No. [...] dated [...], License No. [...] dated [...], registered in the name of [first plaintiff].

(14) The clinic [...] and its appurtenances located in [...], CR No. [...] dated [...], registered in the name of [the first plaintiff].

(15) The clinic [...] located in [...] District, CR No. [...] dated [...], the usufruct of which is held by [the first plaintiff] under a lease agreement with [...] Municipality pursuant to Contract No. [...] dated [...].

(16) A 50 percent share in the hotel [...] located in [...], CR No. [...] dated [...], registered in the name of [the first plaintiff].

(17) The clinic [...] located in [...] Governorate, CR No. [...] dated [...], registered in the name of [the first plaintiff].

(18) The property located in [...], [...] District, Subdivision No. [...], Plot No. [...], owned by [the first plaintiff] under Deed No. [...] dated [...].

(19) A 50 percent share in the medical equipment establishment [...], CR No. [...] dated [...], registered in the name of [the first plaintiff].

(20) The apartment located in [...], [...] District.

(21) The apartment located in [...], [...] District.

Transfer and delivery shall include all associated assets, employees, documents, records (digital and physical), bank accounts with all funds therein, and all related appurtenances.

Fifth:

The arbitral tribunal orders [the second plaintiff], a Saudi national, holder of National ID No. [...], as a member of the first party, to transfer to the members of the second party collectively – (1) [the first defendant]; (2) [the second defendant]; (3) [the third defendant]; (4) [the fourth defendant]— ownership of the following assets:

(1) A 50 percent share in the medical center [...] located in [...], CR No. [...] dated [...], registered in the name of [second plaintiff].

(2) A 50 percent share in a property located in [...], [...] District, Subdivision No. [...], Plot No. [...], owned by [the second plaintiff] under Deed No. [...] dated [...].

(3) A 50 percent share in a property located in [...], [...] District, Subdivision No. [...], Plot No. [...], owned by [the second plaintiff] under Deed No. [...] dated [...].

(4) A 50 percent share in a property located in [...] City, [...] District, Subdivision No. [...], Plot No. [...], owned by [the second plaintiff] under Deed No. [...] dated [...].

(5) A 50 percent share in a property located in [...] City, [...] District, owned by [the second plaintiff] under Deed No. [...] dated [...].

(6) A 50 percent share in the hotel [...], CR No. [...] dated [...], registered in the name of [the second plaintiff], located in [...] City.

(7) A 50 percent share in the pharmacy [...] located in [...], [...] District, CR No. [...] dated [...], registered in the name of [second plaintiff].

Transfer and delivery shall include all associated assets, employees, documents, records (digital and physical), bank accounts with all funds therein, and all related appurtenances.

Sixth:

The arbitral tribunal orders [the first plaintiff], a Saudi national, holder of National ID No. [...], as a member of the first party, to disclose the identities of any partners he claims to exist in the following assets:

(1) The hotel [...] located in [...], CR No. [...] dated [...], registered in the name of [the first plaintiff].

(2) The medical equipment establishment [...], CR No. [...] dated [...], registered in the name of [the first plaintiff].

Seventh:

The arbitral tribunal orders [the second plaintiff], a Saudi national, holder of National ID No. [...], as a member of the first party, to disclose the identities of any partners he claims to exist in the following assets:

(1) The medical center [...], CR No. [...] dated [...], registered in the name of [the second plaintiff].

(2) The property located in [...] City, [...] District, owned by [the second plaintiff] under Deed No. [...] dated [...].

(3) The property located in [...] City, [...] District, owned by [the second plaintiff] under Deed No. [...] dated [...].

(4) The property located in [...] City, [...] District, Subdivision No. [...], Plot No. [...], owned by [the second plaintiff] under Deed No. [...] dated [...].

(5) The property located in [...] City, [...] District, Subdivision No. [...], Plot No. [...], owned by [the second plaintiff] under Deed No. [...] dated [...].

(6) The hotel [...], CR No. [...] dated [...], registered in the name of [the second plaintiff], located in [...] City.

(7) The pharmacy [...], CR No. [...], registered in the name of [the second plaintiff].

The disclosures required under the "Sixth" and "Seventh" orders above must be made in writing through a formal letter addressed to the members of the second party collectively: (1) [the first defendant]; (2) [the second defendant]; (3) [the third defendant]; (4) [the fourth defendant].

Eighth:

The arbitral tribunal rules that certain movable assets—namely 80 camels (of the “matn” type bearing the specified brand), together with their appurtenances comprising three caravans, two “White” trucks, and three electric generators and their attachments—shall be divided equally between the members of both parties.

It orders [the first plaintiff] and [the second plaintiff], as members of the first party, to deliver to the members of the second party collectively—(1) [the first defendant]; (2) [the second defendant]; (3) [the third defendant]; (4) [the fourth defendant]—their respective share in these assets.

Ninth:

The arbitral tribunal orders [the first plaintiff], as a member of the first party, to deliver to the members of the second party collectively—(1) [the first defendant]; (2) [the second defendant]; (3) [the third defendant]; (4) [the fourth defendant]—the following:

All bank statements relating to the medical group [...]—CR No. [...], registered in the name of [the first plaintiff], Unified No. [...]—and its 13 branches, as identified in the minutes of the Zakat, Tax, and Customs Authority (hereafter ZATCA), dated [...], detailed as follows:

(1) Medical clinic [...], a branch of the establishment registered in the name of [the first plaintiff], CR No. [...], in [...] Governorate, together with the associated bank account nos. [...].

(2) Medical clinic [...], CR No. [...], in [...], [...] District, together with the associated bank account no. [...].

(3) Branch of the establishment registered in the name of [the first plaintiff], CR No. [...], in [...], [...] District, together with the associated bank account no. [...].

(4) Medical clinic [...], CR No. [...], together with the associated bank account nos. [...].

(5) Medical equipment establishment [...], CR No. [...], together with the associated bank account no. [...].

(6) Commercial establishment registered in the name of [the first plaintiff], CR No. [...], together with the associated bank account no. [...].

(7) Workshop for automobile maintenance registered in the name of [the first plaintiff], CR No. [...].

(8) Commercial establishment registered in the name of [the first plaintiff], CR No. [...], together with the associated bank account no. [...].

(9) Hotel [...], CR No. [...], together with the associated bank account no. [...].

(10) Trading establishment registered in the name of [the first plaintiff], CR No. [...], together with the associated bank account no. [...].

(11) Trading establishment [...], CR No. [...], together with the associated bank account no. [...].

(12) Commercial establishment registered in the name of [the first plaintiff], CR No. [...], together with the associated bank account no. [...].

(11) Trading establishment [...], CR No. [...], together with the associated bank account no. [...], subject to zakat assessment from the beginning of the year 1435H [early November 2013] to the end of 1444H [mid-July 2023], and the financial statements for that period showing revenues and expenses, a copy of governmental tenders awarded to the establishment during this period, the official documents and seals of the establishment, and enabling the second party to use the usernames, passwords, and telephone numbers associated with zakat, social insurance, and value-added tax platforms and accounts, changing the mobile number to one belonging to the second party, and executing a power of attorney authorizing it to deal with the ZATCA with the right to delegate others.

Tenth:

The arbitral tribunal orders [the first plaintiff], as a member of the first party, to deliver the items specified in the “Ninth” order within 30 days from the date of the award pronouncement.

The second party shall have 90 days from receipt of the items specified in the “Ninth” order to settle the relevant amounts, either within that period or as agreed with ZATCA.

Any existing mortgages shall remain in force during the agreed period and shall only be discharged upon full payment, or in the event of failure to

comply with the delivery of the items specified in the “Ninth” order within the prescribed timeframe.

Eleventh:

The arbitral tribunal rules that ownership of the mortgaged property registered in the name of [the first plaintiff]—being the real property located in [...], [...] District, Subdivision No. [...], Plot No. [...], held by [the first plaintiff] under Deed No. [...] dated [...]—is hereby established as belonging to [the first plaintiff] in satisfaction of his personal debt owed to the second party.

Twelfth:

The arbitral tribunal rules that [the first plaintiff] shall deliver to [the first defendant] the security relating to the operational debt of the restaurant [...], consisting of two kilograms of unworked gold.

Thirteenth:

The arbitral tribunal rules that [the second plaintiff] shall transfer to [the first defendant] ownership of the security relating to the loan associated with the restaurant [...], namely a Lexus LX570 vehicle (model year 2021, white, bearing license plate no. [...]).

Fourteenth:

The arbitral tribunal rules that [the first plaintiff] shall pay the members of the second party equally—(1) [the first defendant]; (2) [the second defendant]; (3) [the third defendant]; (4) [the fourth defendant]—the amount of SAR 1,600,000 in satisfaction of the debt [...].

Fifteenth:

The arbitral tribunal rules to dismiss all remaining claims.

The arbitral tribunal further informed the parties of their right to file an annulment action against the arbitral award in accordance with Articles 50 and 51 of the Arbitration Law, issued by Royal Decree No. M/34 dated April 16, 2012 (24/5/1433H) and Council of Ministers Resolution No. 156 dated April 9, 2012 (17/5/1433H), within 60 days from the date of notification of the award.

The arbitral tribunal thus rendered its decision in the dispute and ordered the deposit of the award with the Court of Appeal in the city of [...] in accordance with Articles 43 and 44 of the Arbitration Law.

Grounds for Annulment:

First: As to form

This action is admissible in form, as it was filed within the period prescribed under Article 51 (1) of the Arbitration Law, which provides:

An action for nullification of the arbitration award shall be filed by either party within 60 days following the date of notification of said party of the award; and such action is admissible even if the party invoking nullification waives his right to do so prior to the issuance of the arbitration award.

We were notified of the arbitral award on October 14, 2024 (11/4/1446H), following its deposit with the Court of Appeal under Transaction No. [...] dated [...], and the present annulment action was filed on [...] [within the legally prescribed period].

Second: As to the merits

Article 50 of the Arbitration Law provides that:

(1) An action to nullify an arbitration award shall not be admitted except in the following cases:

(e) If the composition of the arbitral tribunal or the appointment of arbitrators is carried out in a manner that violates this Law or the agreement of the parties.

(f) If the arbitration award rules on matters not included in the arbitration agreement. Nevertheless, if the sections of the award relating to matters subject to arbitration can be separated from those not subject thereto, then nullification shall apply only to the sections not subject to arbitration.

(g) If the arbitral tribunal fails to observe the conditions required for the award in a manner that affects its substance, or if the award is based on void arbitration proceedings that affect it.

(2) The competent court considering the nullification action shall, on its own initiative, nullify the award if it violates the provisions of Sharia and public order in the Kingdom or the agreement of the arbitration parties, or if the subject matter of the dispute cannot be referred to arbitration under this Law.

Since the arbitral award failed to observe the provisions of these paragraphs, it is therefore subject to annulment on the following grounds:

Ground 1: Invalid constitution of the arbitral tribunal

Article 50 (1) (e) of the Arbitration Law permits annulment actions if “the composition of the arbitral tribunal or the appointment of arbitrators is carried out in a manner that violates this Law or the agreement of the parties.” This provision is violated in two respects:

First: Composition of the arbitral tribunal contrary to law

Upon review of the arbitration agreement, it is evident that the appointment of the arbitrators contravenes Article 14 (3) of the Arbitration Law, which requires that arbitrators possess, at a minimum, a university degree in Sharia or law (with such requirement attaching, at least, to the presiding arbitrator in a multi-member tribunal).

Clause 1 of the arbitration agreement provides as follows:

Since the parties agreed to resolve the dispute [...] through arbitration, they agree that such proceedings be ad hoc and conducted by a three-member tribunal composed of: (1) legal consultant and arbitrator [...] as presiding arbitrator; (2) attorney and arbitrator [...] as a member; (3) legal consultant and arbitrator [...] as a member, and (4) [...], the recording clerk and secretary to the tribunal.

It is therefore evident that the presiding arbitrator specified in the arbitration agreement does not hold a university degree in Sharia or legal studies, rendering the appointment invalid and consequently resulting in the nullity of the arbitral award.

Second: Arbitral award rendered by a tribunal constituted contrary to the parties' agreement

A comparison between the arbitration agreement and the arbitral award reveals discrepancies in the designation of tribunal members. The composition recorded in the preamble of the award (page 1) differs from that agreed upon by the parties in the arbitration agreement.

In particular, [an individual] [...] identified in the award as the presiding arbitrator had, under the arbitration agreement, been appointed merely as a member-arbitrator, not as the presiding arbitrator.

Likewise, [another individual] [...] identified in the award as a member-arbitrator had, under the arbitration agreement, been designated as the presiding arbitrator.

Accordingly, the award was rendered by a tribunal formed in breach to the parties' agreement, thereby engaging a ground for annulment. (See Exhibit No. 1: Arbitration Agreement).

Ground 2: The arbitral tribunal decided matters not covered by the arbitration agreement

Upon review of the arbitral award, it is evident that it was issued in violation of Article 50 (1) (f) of the Arbitration Law, insofar as the tribunal exceeded the scope of the arbitration agreement by adjudicating matters not submitted to arbitration. The award addresses issues falling outside the agreed subject matter, in particular relating to tax/social insurance and the restaurant.

First: Zakat, value-added tax, social insurance liabilities, and personal debts, as referred to in Clause 3 of the reasoning of the arbitral award. These matters are governed by the separate mortgage agreement and do not fall within the scope of the arbitration agreement. (See Exhibit No. 2: Mortgage Agreement).

Second: The restaurant-related dispute, as referred to in Clause 7 of the reasoning of the arbitral award. This matter is governed by an independent agreement specific to the restaurant and likewise falls outside the scope of the arbitration agreement. (See Exhibit No. 3: Restaurant Agreement).

Upon examination of the arbitration agreement, the subject matter of the dispute referred to arbitration is expressly stated in the preamble as follows:

Whereas the partition was previously carried out through the arbitral tribunal composed of [...], [...], and [...], and a dispute subsequently arose between the above-mentioned parties concerning the manner of

implementing the partition; and whereas all signatories to this agreement wish to resolve disputes relating to the implementation of the partition, including all related details, procedures, and requirements, through arbitration.

It is thus clear that the dispute submitted to the arbitral tribunal relates exclusively to resolve disagreements concerning the [method, procedures, and requirements] of implementing the partition, and it is impermissible to expand the scope of arbitration to include matters beyond this.

The mortgage agreement and the restaurant agreement constitute distinct legal instruments, independent of the partition agreement [and not incorporated within it]. An objection was raised before the arbitral tribunal challenging the lack of jurisdiction of the arbitration agreement over these [extraneous] matters, but the tribunal rejected this objection and failed to address it adequately either during the proceedings or in the award.

In these circumstances, the tribunal was under a duty to confine its determination strictly to the subject matter defined in the arbitration agreement—namely, the execution of the partition. Instead, it exceeded that mandate by (1) examining agreements unrelated to the partition, and (2) extending its consideration beyond execution of the partition to the substance of the partition itself, notwithstanding that the partition had already been conclusively settled under the partition agreement.

Ground 3: The dispute includes matters not subject to arbitration under the law, and which the Court may address on its own initiative

The arbitration agreement concerns the partition agreement, which reflects matters already settled and agreed upon by the parties. As such, these matters are not capable of being resubmitted to arbitration.

Furthermore, the arbitral award extends to issues falling outside the scope of arbitrability:

First: Certain real properties addressed in the award were inherited by the parties through succession. Pursuant to its Article 2 (2), the Arbitration Law does not apply to family-related disputes or matters not capable of reconciliation. The arbitration agreement itself acknowledges that its subject matter includes inherited properties, [thereby engaging this prohibition].

Second: The award rules on investment contracts relating to property owned by governmental entities, in respect of which one of the parties [the first plaintiff] merely holds usufruct rights. Such rights do not confer authority to subject the underlying property to arbitration. Moreover, these contracts prohibit assignment without prior approval of the competent governmental authority, reinforcing their non-arbitrable character.

Requests:

Based on the foregoing, we respectfully request that the Court:

First: Accept the annulment action in form.

Second: On the merits, declare the arbitral award null and void on the grounds set out above.

When the plaintiffs' attorney was requested to provide proof of deposit of the arbitral award with the Court, he confirmed that the award had been deposited and requested time to submit supporting documentation.

Upon presentation of the foregoing to the defendants, their attorney submitted a statement of defense, as follows:

As to form:

We contend that the action should be declared inadmissible for having been filed after the legally prescribed time limit.

We submit that the arbitral award was delivered to the plaintiff on [...], via WhatsApp using the number designated for service upon the first party. The plaintiff subsequently filed the annulment action on [...], after expiry of the statutory period prescribed under Article 51 of the Arbitration Law. Accordingly, the action should be dismissed [as time-barred].

As to the merits:

We maintain that the plaintiffs' allegations are entirely unfounded and do not constitute valid grounds for annulment. As such, the arguments advanced do not affect the validity of the arbitral award.

## **Reasoning**

Based on the claim and the response thereto, and after the defendant [...], in his personal capacity, confirmed that he had met with the members of the arbitral tribunal at [...] Association to prepare a draft agreement.

And since the arbitral award affirms the authenticity of the document issued on the letterhead of said Association, which was submitted by the plaintiffs' attorney and corresponds with the statement made by the defendants' attorney;

And since the arbitral award records that on [...] the tribunal received a submission from the first party stating: "Based on the judgment issued by Your Honors and after review, we were granted time to object [...]."

And since the draft document indicates that [...] was designated as the presiding arbitrator, this supports the plaintiffs' contention that they were not aware of the change in the composition of the tribunal.

This conclusion is not affected by the defendants' subsequent denial of receipt of the documents issued on the letterhead of [...] Association, as the denial of a private document—after its substance has been discussed before the Court—is inadmissible pursuant to Article 29 (1) of the Law of Evidence.

Accordingly, since the annulment of the arbitral award has been established on the basis of the change in the composition of the arbitral tribunal, the Circuit considers this ground sufficient to declare the award null and void, as it pertains to the arbitration agreement itself. The Circuit therefore refrains from addressing the remaining grounds for annulment.

## **Ruling**

The Circuit hereby rules: The arbitral award issued by the arbitral tribunal in the present case, dated September 26, 2024 (22/3/1446H), is null and void.