

MEDIATION IN THE SETTLEMENT OF ELECTRONIC COMMERCIAL DISPUTES

Ahmad Mahmoud Al-Masadeh, Amman Arab University

ABSTRACT

There is a great importance of the issue of mediation in the settlement of Electronic Commercial Disputes. This category of mediation is one of the most important alternative means of effectiveness that achieve results in the settlement of disputes between opponents. This study deals with the subject of mediation in light of The Mediation Law for the Settlement of Jordanian Civil Conflicts (MLSJCC) of 2016 with some international laws and conventions that dealt with and dealt with this issue. To achieve this target, the researcher has studied what has been written on this subject, and crystalized the concepts and basic principles related to the subject of the study.

The problem of the study is by determining the mechanism by which the dispute is rendered through mediation, the mechanism used by the body selected, and the extent of its impact on the litigants.

The study also aims to define the nature of electronic mediation and the mechanism of access to it through highlighting the legislative and jurisprudential role, and to identify the shortcomings facing this aspect. In this study we use the descriptive analytical method of comparative analysis and analysis of legal texts, as well as the relevant international conventions

The study comprises three studies, where the first topic is reviewed throughout the nature of the mediation and its advantages. In the second topic, we handle the types of mediation and the most important thing that distinguishes them from other means of dispute settlements. The third topic deals with the methods of practicing mediation and the conditions required in the mediator. Considering the above, the study has reached to some synergic conclusions and recommendations.

Keywords: Mediation Law, Electronic Commercial Disputes, Jordan

INTRODUCTION

If the issue of alternative means of resolving commercial disputes in general has received great attention in the electronic and traditional commercial circles, mediation in particular has become one of the most effective means that are resorted to by the parties to settle their disputes. The subject of mediation in Jordan in particular has received great attention from jurists through seminars and meetings that took place on the subject of alternative methods of conflict resolution. The Jordanian legislator had initiated the establishment of the temporary mediation law No (37 of 2003), which became a permanent law under No (12 of 2006) confirming the Jordanian legislator's interest in activating mediation, the mediation law for the settlement of civil disputes of 2016.

Although the topic of mediation is one of our new topics when compared to arbitration, on the other hand, we find that some international agreements and treaties such as the Hague Treaty of 1989 and 1907 that embodied the principle of the peaceful settlement of disputes when they stipulate conciliation and arbitration. The United Nations Commission has also developed a model law for international commercial arbitration in 1985. The resort to mediation is the aim of the parties to the dispute to quickly settle the disputes between them in an amicable manner through a neutral third party who undertakes the mediation process.

The Problem of the Study

The problem of the study is through determining the mechanism by which the settlement of the dispute is issued through mediation and the mechanism of its use by the body selected for it, and the extent of its impact on the litigants, and determining its importance in the settlement of electronic commerce disputes.

Aims of the study

This research aims to define the nature of electronic mediation and the mechanism of access to it by highlighting the legislative and jurisprudential role, and to indicate the shortcomings facing this aspect and how to work to remove this shortcoming.

The Importance of Study

Mediation is one of the most important means of settlement disputes related to electronic commerce between opponents in the shadow of the Internet and cyberspace. The importance of the study appears because the digital nature of communication networks has led to the development of electronic communication, both at the national level and at the international level.

The Study Method

In this study, the researcher adopts the comparative analytical descriptive approach, analyzing legal texts and judicial rulings, presenting some jurisprudential opinions, and referring to specialized and approved websites, as well as relevant international agreements.

We will divide our study into three sections as follows:-

- The first topic: What is mediation and its features?
- The second topic: types of mediation and what distinguishes them from other means of settling disputes.
- The third topic: the methods of practicing mediation and the conditions that must be met in the mediator.
- Conclusion
- Findings and Recommendations

THE FIRST TOPIC

What is Mediation and its Features?

Electronic mediation has become one of the most important alternative means to settle disputes between the parties to the conflict due to its suitability with most electronic commerce disputes away from resorting to the judiciary or arbitration, as the source of mediation is the will of the parties to the dispute to go to this method. In this topic, we will discuss the nature of mediation in the first requirement, and then we will talk about the most important features of mediation in the second requirement:

THE FIRST REQUIREMENT

What is electronic mediation?

Paragraph (a) of Article Two of the Jordanian Mediation Law No. 12 of 2006 stipulates that “the mediation administration shall be formed from a number of first instance and conciliation judges and they are called (mediation judges) chosen by the president of the

court of first instance for the period he determines, and he chooses from among the court's employees the number necessary for this administration.”¹ Ahmed (2001) the second article of the mediation law defines civil disputes for the year 2016 mediation as: “a dispute amicable between its parties in accordance with the provisions of this law.” Paragraph (a) of Article Three of the same law also stipulates that “it takes place in the seat of a court.” The beginning is a judicial department called (the Mediation Department) and it is formed from a number of first-instance and conciliation judges called (the mediation judges) chosen by the president of the Court of First Instance for the period he determines, and he chooses from among the court's employees the number necessary for this department.

Electronic mediation is one of the most important methods of alternative solutions to settlement disputes, which has been adopted by cyberspace, in line with the electronic aspects of electronic commerce.

The third paragraph of Article 1 of the UNCITRAL Model Law on Conciliation and Mediation (2002) defined mediation as: “Any transaction, whether referred to by the term conciliation, mediation, or another expression of similar connotation, in which the two parties resort to another person or persons (the conciliator). or conciliators) to assist them in their quest to reach an amicable settlement of their dispute arising from a contractual or other legal relationship or related to that relationship, and the conciliator does not have the authority to impose a solution to the dispute on the two parties.

The 1907 Hague Convention on Settlement Disputes by Peaceful Methods established the rules related to mediation, when it obligated signatory states to resort to the mediation of friendly states² (Ahmed, 2013).

On the doctrinal side, some have gone to define mediation as “the endeavor of the conflicting parties through a party called the mediator to settle the existing dispute between them in order to reach an agreement that satisfies the opponents, and this requires that the mediator present suggestions and recommendations that the conflicting parties accept”³ (Bashir, 2010).

It is a process that takes place immediately and directly on the Internet and aims to facilitate cooperation and negotiation between the conflicting parties to reach a just solution acceptable to the parties⁴ (Khaled, 2008).

On the other hand, it was defined as a process carried out by a third person called a mediator who seeks to help the parties to the conflict to meet, dialogue, bring views closer and evaluate them to try to reach a compromise acceptable to both parties⁵.

Hence, mediation is an optional non-judicial method for settlement disputes, which is handled by a neutral third party called the mediator, who works hard to reach satisfactory solutions to the parties to the conflict, as this person employs certain influential skills that work to help the conflict parties to reach compatible solutions that are acceptable to the parties⁶.

THE SECOND REQUIREMENT

Mediation Features

Due to the impressive successes that mediation has achieved, as its procedures are carried out simply and smoothly, it has achieved great success. This parallels the great turnout by the disputing opponents in the field of international trade, which in itself is an essential feature of mediation. Therefore, we must review the most important advantages that it enjoys, namely:

First: The International Character

Paragraph (4) of Article (1) of the UNCITRAL Model Law provides for cases in which mediation and conciliation are international, namely:

1. If the disputants had their place of business at the time of concluding the disputed contract in two different countries.
2. If the disputants' workplace is in countries other than:
 - (A) The state carrying out a substantial part of the obligation.
 - B. The country most closely associated with the conflict
 - C. If a person has more than one workplace, the country most closely linked to the mediation agreement shall be taken, while if the person does not have a workplace, the usual place of residence shall be taken.

Whether the parties to the conflict are from two different countries, or the contract was concluded in one country and executed in another, the mediator is chosen based on the will of the opponents. In West Asian countries such as China, Japan, Hong Kong and North Korea, arbitration centers have adopted mediation as an alternative means to resolve commercial disputes, including electronic commercial contracts ⁷.

Mediation has invaded the world's most powerful countries to settlement commercial disputes in the field of economy. Statistics have indicated that more than 80% of commercial disputes in the United States of America were referred through a mediation that ended in success. Statistics have confirmed that the numbers in most European countries are close to this number, which confirms the effectiveness of the role of mediation in dissolving commercial disputes, including electronic and traditional ones, before they reach the judiciary. And since electronic commerce has taken on an international character and is characterized by speed in completing transactions, it was necessary to take a faster way to settlement disputes between opponents, so it was necessary to take the electronic mediation side to settlement those disputes.

Also, electronic mediation can be between two people from the same country and then takes the rule of internal mediation, but it is mostly international in nature as it takes place via the Internet (international information) between people who exist and belong to different countries.

Second: Impact and Effectiveness

The effectiveness of the tools used for negotiation in the mediation process and ensuring the recording of the discussions that take place between the parties to the dispute of electronic commerce contracts, especially on the Internet, and all stages of negotiations starting from the stage of international communication to the stage of final agreement on appropriate solutions between the parties. And this by providing rules Data for the structure of these stages, to ensure that this data is stored and preserved, and to provide the court with a copy of the final agreement of the litigants, signed and documented⁸ (Firas, 2014) .

Third: Simplicity and Flexibility

The most important feature of electronic mediation is simplicity and flexibility, by leaving the opponent's free way to use time and not being bound by a pre-prepared mechanism to present the dispute before the courts in terms of the registration mechanism and routine appointments, in order to obtain quick solutions. The litigants can use the electronic mediation method to solve their cases in a way that suits them without resorting to physical presence, in a clear, simple and unambiguous manner that enables the parties to use it to settlement disputes in electronic commercial contracts ⁹. In addition, mediation grants any of the conflict parties the freedom to withdraw and resort to the ordinary judiciary at any stage and return to adhere to all the rights granted by the law without any effect of alternative solutions mechanisms ¹⁰. One of the advantages of simplicity is the clarity of the procedures

using its rules, which can be used to settle international trade disputes in various aspects and fields.

Fourth: The Abundance of Costs

Mediation is also characterized by low cost, as the financial costs borne by the parties are very few compared to other means of litigation, or when resorting to arbitration to resolve international electronic commerce disputes. Statistics indicate that more than 87% of international trade contracts cases have been settled through mediation, as we mentioned in a previous item, and that the most economic countries are settling trade disputes through mediation. Mediation works on continuity and maintaining friendly relations between opponents, and this is an advantage that is difficult to achieve when resolving a dispute through arbitration.

Most of the mediation online centers always dedicate a page on the center's website showing the names of mediation members who are members of the center. And also what they have in terms of scientific and legal expertise and qualifications, and the knowledge they have acquired through the scientific courses they receive, which qualifies them to settle disputes. Examples of these centers are (square trade)¹¹.

THE SECOND TOPIC

Types of Mediation and What Distinguishes It from Other Means to Settle Disputes

In this topic, we will talk about the most important types of mediation in the first requirement, and the most important thing that distinguishes it from other similar settlement disputes in the second requirement.

THE FIRST REQUIREMENT

Types of Mediation

First: Judicial Mediation

The experience of Jordan goes back to Mediation Law No. 12 of 2006, which established in the headquarters of the Courts of First Instance in Jordan a judicial administration called the Mediation Department, which is made up of several first instance and conciliation judges, called mediation judges. The mediation experience is considered a pioneering experience in the history of the Hashemite Kingdom of Jordan, and official statistics indicated that the percentage of cases in which a satisfactory reconciliation was reached 70% of all cases referred to the administration, which is considered a very close percentage and similar to the percentage of the United States of America and Europe as we mentioned.

The Jordanian Civil Disputes Settlement Law No. 12 of 2006 stipulates in Article (2) of it, Paragraph (A) that: "A- There shall be located in the headquarters of the Court of First Instance a judicial department called (the Mediation Department) and it is formed of a number of first-instance and conciliation judges called (the mediation judges). The president of the Court of First Instance selects them for the period he determines, and he chooses from among the court's employees the number necessary for this administration."¹² (Duha, 2003).

Judicial mediation is carried out through specialized judges appointed by the president of the court and whose duties are mandatory when presenting disputes to them to make mediation endeavors and manage direct negotiation between the litigants, and the judge assigned to this task is called the mediation judge. The Jordanian Civil Disputes Settlement

Law No. 12 of 2006 stipulates in Article (4) of it, paragraph (A), that: “A- When the dispute is referred to the mediation judge, the case file is referred to him, and he may instruct the parties to submit brief memoranda of their claim or defense.”

Judicial mediation is one of the main ways to help the parties to help the parties resolve the dispute between them. This is through the use of a neutral third party to help find appropriate solutions, as it helps the parties to reach a conclusion without imposing on the parties a specific solution ¹³.

Second: The Mediation of the Agreement

Mediation operates the agreement through a mediator agreed upon by the parties to the conflict as stated in Paragraph (first) of Article (Third) of the Jordanian Mediation Law No. 12 of 2006 that: The mediation judge or one of the private mediators if it appears to him that the nature of the dispute requires that, and he must also refer the dispute to mediation at the request of the parties to the case to settlement the dispute amicably.

The parties to the case, with the approval of the case management judge or the conciliation judge, may agree to resolve the dispute through mediation, by referring it to any person they deem appropriate. In this case, the mediator determines his fees in agreement with the parties to the dispute, and in the event the dispute is settled amicably, the plaintiff shall recover the judicial fees he paid ¹⁴.

THE SECOND REQUIREMENT

What Distinguishes Mediation From Other Means To Settle Disputes?

We must stand on the most important types of alternative means similar to mediation and clarify the criterion for differentiating between all these means, which we will show below:

First: Mediation and Arbitration

The concept of arbitration concludes that it is the method that the parties choose to resolve the disputes arising between them through the dispute and broadcast it before one or more persons called the arbitrator or arbitrators, without resorting to the judiciary, and resolving the dispute by issuing a final binding award ¹⁵.

Arbitration is one of the oldest and most traditional alternative means to settle the conflict between the parties, and it was and still is the tool that the parties resort to to resolve their disputes and has become recognized by international and national legislation to the extent that many contracts concluded between the parties now include the commercial arbitration clause with the aim of settling disputes that may arise from Those contracts ¹⁶.

As for mediation, it has become the fastest way to reach the settlement of the conflict between the parties, and as we mentioned in it, it has many advantages: simplicity, speed, and low costs, and it is an optional way that the parties resort to in settling the conflict.

Second: Mediation and Negotiations

The use of electronic services by mediation centers has become one of the settlements of electronic commerce disputes, due to the short time between opponents, which encouraged their use, both through direct and indirect negotiations.

Often the parties agree to settle the dispute through the means of direct negotiations, after informing the Mediation Center of this. In turn, the Center provides the parties to the conflict with a password that allows them to access their own page on the center's website ¹⁷.

In another step, negotiations are conducted with the parties in order to reach a satisfactory and peaceful solution to end the conflict between them within the period allotted to them.

Negotiations are defined as a mechanism and a direct means of resolving the outstanding differences between the parties by exchanging dialogue, opinions and requests, and completing the dialogue to come up with a solution that satisfies them¹⁸.

In the negotiations, communication between the parties to the dispute takes place through the page prepared for this on the website of the Mediation Center, and at the same time it is protected by a password known to the parties to the conflict, who in turn absorb the discussions that take place.

Third: Mediation and Reconciliation

Mediation has been defined as the resort and appeal of the conflict parties to a neutral person who does not have any relationship with the parties to the conflict, and may have a discretionary authority to find proposed solutions. As for reconciliation, it is a contract with its pillars and conditions, and the two parties may resolve their existing dispute or a potential dispute. As for the reconciled person, he is not appointed by the parties to the conflict, and therefore reconciliation is a compulsory means, while mediation is an optional means. Mediation may be similar to conciliation in that each of them aims to end hostilities by amicable means. The mediation also lies in the presence of a neutral third party.

THE THIRD TOPIC

Methods of Practicing Mediation and the Conditions That Must Be Met In the Media

In this topic, we will discuss several aspects of the methods of practicing mediation in the first requirement and the conditions that must be met by the mediator in the second requirement.

THE FIRST REQUIREMENT

Mediation Practice Methods

Electronic mediation is practiced through a set of procedures that are carried out automatically on the website of the Mediation Center through a form prepared for this purpose by requesting a settlement, in addition to several forms that are unloaded until the judgment is issued and placed on the website of the case to be viewed by the litigants. . Therefore, we must clarify the ways to practice electronic mediation by applying to the mediation center and the electronic litigation process.

First: Apply to the mediation center

Article (3) of the mediation rules issued by the International Intellectual Property Organization (WIPO), stipulates that those who wish from the parties to the conflict to settle their dispute by resorting to electronic media must fill out a mediation request that was prepared in advance by the center and available on its website According to the following data:

1. Names and addresses of the parties to the dispute, phone/fax/e-mail.
2. A copy of the agreement to resort to mediation in case the parties agree.
3. A summary of the subject matter of the dispute.

Upon receipt of the request, the center sends a notice of response to the applicant of the arrival of his request, informing him of receipt of his request, then the center contacts the

other party to the dispute whether he wants to settlement the dispute through mediation, or not. mediation that it is not possible to complete this, but if the other party expresses its desire for the mediation process, the mediation requester is notified of the desire of the second party, then mediation procedures begin. The process of acceptance or rejection is limited to a period by the mediation center.

Article 4 (Paragraph Two) of the UNCITRAL Model Law on Commercial Conciliation has set a period of (30) days starting from the day on which the invitation was sent to the respondent to resort to the mediation process.

Second: The Mediation Process

Mediation for settlement disputes between the parties is not free of charge, but rather is against payment of fees to be determined by the mediation center, and the fees for electronic mediation can be summed up as follows:

- Registration fee: a fee paid by the student of the settlement and collected when there is an application with the center.
- Administrative expenses: amounts determined to cover the expenses of the administrative correspondence of the dispute.

Fees: are the amounts determined for the mediator in the mediation process.

WIPO Mediation Center

The center collects 10% of the amount of the dispute value and administrative expenses, provided that the fee does not exceed 10,000 US dollars. As for the mediator's fees, which are negotiated and their amount is determined when appointing the mediator, taking into account the complexity of the subject matter of the dispute, its financial value and the mediator's experience as well.

The mediator's fees range from three hundred to six hundred dollars per hour or one thousand five hundred to three thousand five hundred dollars per day¹⁹. Note that this is determined by the center after consultation with the mediator as well as the parties to the dispute, taking into account that this is proportional to the value of the dispute presented for mediation, unless the mediator and the parties to the relationship agree otherwise²⁰. Any of the parties to the dispute may withdraw from the mediation procedures, knowing that this results in closing the case file, and in the event of reopening the file again, the same procedures must be followed.

Mediation Ends

The mediation process terminates with the following states:

First: That the opponents reach a solution to the dispute amicably between them.

Second: When the opponents reach any settlement of the dispute amicably between them.

Mediation may end in the absence of the parties to the conflict from attending mediation sessions without a legitimate excuse. As stated in the Jordanian mediation law, mediation sessions require the presence of the conflict parties with their legal agents or the presence of legal agents, as the case may be, bearing in mind that if one of the parties to the dispute is a legal person It requires the presence of an authorized person, other than legal agents, from his administration to settle the dispute²¹.

The mediation can also terminate upon the expiry of the period specified for settling the dispute, and according to the Jordanian mediation law, the mediator must complete the mediation's work within a period not exceeding three months from the date of referring the dispute to him, which means that mediation is subject to a certain period²².

If the mediator reaches settlement of the dispute in whole or in part, it shall submit to the case management judge or the magistrate a report on this and attach to it the settlement agreements signed by the parties to the dispute for ratification. This agreement, after ratification, is considered a final judgment²³.

But if the mediator did not reach a settlement of the dispute, he must submit a report to the case management judge or the magistrate, stating that the parties did not reach settlement, provided that this report shows the extent of their commitment and their agents to attend the mediation sessions²⁴.

If the settlement fails due to the failure of one of the parties to the dispute or his agent to attend the settlement sessions, the case management judge or the conciliation judge may impose a fine on that party or his representative of not less than one hundred dinars and not more than five hundred dinars in conciliation cases and not less than two hundred and fifty dinars in preliminary cases²⁵.

At the end of the mediation, the mediator shall return to each party the notes and documents he submitted to him, and he shall refrain from keeping copies of them, under penalty of legal liability²⁶.

Third: Litigation Procedures In Electronic Mediation

In this aspect, the mediator sets the date of each session and informs the parties to the dispute or their agents of its date and place, and he meets with the parties and their agents. He deliberates with them on the subject of the dispute, their requests and defenses, and he has the right to be alone with each party, and he takes what he deems appropriate to bring the points of view closer in order to reach an amicable solution to the dispute. For this purpose, he may express his opinion; evaluate evidence, present legal grounds, judicial precedents, and other procedures that facilitate mediation work²⁷.

In view of the tremendous progress in information and communication technology, which has become the main role in resolving disputes directly via the Internet in the field of electronic arbitration and electronic proof, and with the progress in concluding electronic commerce contracts, and searching for a solution to what is happening in the disputes of electronic commerce contracts, it is forbidden to enter settlement disputes in ways Friendly via digital networks. The electronic mediation was introduced as an alternative means to settlement electronic commerce disputes commensurate with the requirements of electronic commerce.

With the large number of electronic business contracts are via the Internet. The logic says that the dispute is settled through the Internet as well, that is, that the dispute is settled electronically. It was somewhat strange to use electronic means, as it is now taking its natural state, as solutions have become electronically done, due to the speed of completion and confidentiality of information.

As we mentioned in advance, the exchange of documents with electronic mediation is submitted electronically, as the mediation applicant submits them, and receives an acknowledgment of receipt. After that, the other party is notified of the electronic mediation, and if the response is in the affirmative, it is direct. Hence, the jurisdiction for electronic mediation in electronic disputes is easier than in traditional disputes, because the personal officer is a moral officer related to the person himself, so this is mobile with the person's movement, and therefore has no spatial anchor and can be easily understood, which makes the nationality officer more appropriate to the nature of the Internet, as The latter has a virtual moral presence, which makes the nationality officer valid to determine the jurisdiction in the disputes that obtain this network²⁸.

THE SECOND REQUIREMENT

Conditions that Must Be Met By the Mediator

First: The Validity

It is very important for the mediator to be fit to conduct mediation from several perspectives, the most important of which are academic and practical, so that he can follow the mediation procedures and achieve the desired goal in order to end the mediation process in peace. Also, the mediator must have the art and management style of meeting the opponents and this is one of the characteristics of the validity that supports the mediation process²⁹.

Second: Impartiality and Integrity

One of the necessary and important conditions for choosing a mediator is the condition of impartiality and integrity, and this condition is necessitated by most of the legislation that must be met by the mediator, and that the mediator stand at one distance between the disputants, and that he avoids anything that violates the principle of impartiality and integrity. Paragraph (c) of Article Two of the Jordanian mediation law gave the head of the Judicial Council, upon the recommendation of the Minister of Justice, the designation (private mediators) chosen by him from among retired judges, professional lawyers and others with expertise known for their impartiality and integrity³⁰.

In addition, the fourth paragraph of Article V of the UNCITRAL Model Law on International Commercial Conciliation emphasized the need to take into account that the mediator, when choosing to work as a conciliator, belongs to a country different from the country or countries of nationality of the parties to the dispute, in order to ensure the fulfillment of the condition of impartiality, integrity and independence³¹.

This means impartiality in the specific areas concerned, such as labor relations, legal fields, as well as impartiality and trust in the mediator as an external element, coming from outside the parties to the conflict where the conditions that bind him to one of the parties must not exist under any actual interest.

Third: Confidentiality

Confidentiality is one of the main pillars of the mediation process, and because disputes contain confidential information. It should be preserved by the mediator, where the person entrusted with the information is, unless the parties to the conflict expressly allow it to be published. In order to preserve the privacy of the disputants, the mediator must maintain the course of the mediation and the exchange of documents and requests that took place in secret, unless the parties to the dispute expressly allow him to publish or to this is in compliance with the law.

Fourth: Transparency Experience

The requirement of experience in a mediator is very necessary that he has exercised the role of mediator in a good number of cases, and that he has full legal experience in order to achieve the desired goals of the mediation process and to provide a satisfactory solution to the parties to the conflict. In addition to impartiality, the mediator must be transparent and be able to summarize all the conditions on the condition of transparency. And that the mediator performs his role with full clarity in all stages of mediation, and that he puts the parties to the

conflict in full details of the mediation process on the website of the mediation center on the internet.

CONCLUSION

In the foregoing on the subject of our study of mediation in electronic commerce disputes, we can focus on the results we have reached on the subject of mediation, as follows:

Results:

1. The effectiveness of electronic mediation in the settlement of electronic disputes in electronic commerce contracts, due to its speed of performance.
2. There is no difference between electronic mediation and traditional mediation as an alternative means of settling disputes, except that it takes place using one of the electronic means of communication and the other is traditional by attending sessions before the mediation judge in the courts of first instance, while electronic mediation is through electronic correspondence.
3. The settlement of the dispute through electronic mediation is still facing difficulty in the courts of first instance in the Hashemite Kingdom of Jordan (the Mediation Department), and it is formed by a number of beginning and conciliation judges and is called the mediation judge, given that many electronic means of the mediation process still need to be developed.
4. The traditional rules and what was stated in the Jordanian mediation law No. 12 of 2006 and the mediation law of 2016 regulating dispute settlement through mediation can be applied in the field of electronic mediation as an alternative way to settlement disputes in electronic commerce, taking into account the special nature of each case.

Recommendations

1. Opening mediation centers inside the Hashemite Kingdom of Jordan.
2. Qualifying mediation judges by holding courses and workshops in the field of electronic transactions related to the subject of mediation to settle disputes through electronic means.
3. Activating the role of electronic means in the field of disputes in electronic commerce.

FOOTNOTES

1. See paragraph (a/b) of Article Two of the Mediation Law for the Settlement of Civil Disputes No. 37 of 2003.
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29. 29- Kolb & Babbitt in Vasquez et., la., 1998: p64.
30. 30- Paragraph (c) of Article (2) of the Jordanian Mediation Law No. 12 of 2006
31. 31. Paragraph 4 of Article 5 of the UNCITRAL Model Law on International Commercial Conciliation provides that “when recommending and appointing individuals to act as conciliators, the institution or person shall take into account the considerations that are likely to ensure the appointment of an independent and impartial conciliator and, where necessary, take into account the desirability of appointing a conciliator whose nationality differs from that of the parties

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