Law No. 95-17 on arbitration and conventional mediation

Reference: Law No. 95-17

Practice areas: Business and company law, Moroccans abroad and international matters

> This is an unofficial explanatory note; only the Arabic text published in the Bulletin officiel is authoritative. Law No. 95-17 is a stand-alone statute on arbitration and conventional mediation, two ways of resolving disputes outside the state courts. It governs the arbitration agreement, the conduct of arbitral proceedings, recognition of awards and the use of a mediator.

Who this law applies to

The law is relevant to Moroccan and foreign businesses, investors, commercial partners and individuals who want to settle a dispute confidentially and quickly, or who have signed a contract containing an arbitration or mediation clause.

Key rules

- An arbitration agreement takes the form of an arbitration clause (included in the contract before any dispute) or a submission agreement (concluded once the dispute has arisen); it must be in writing, including in electronic form.
- Certain matters cannot be referred to arbitration, in particular those concerning personal status and capacity or public policy.
- The law distinguishes domestic from international arbitration and governs the appointment of arbitrators, their independence and respect for the rights of the defence.
- An arbitral award becomes enforceable through an exequatur order from the competent court; challenges are limited to specific grounds.
- Conventional mediation allows the parties to seek an agreement with the help of a mediator bound by confidentiality; the resulting settlement can be made enforceable.

Key deadlines and figures

- The duration of the arbitrators' mandate is set by the agreement; failing that, a statutory period applies, which may be extended as provided by law.
- Challenges to an award or an exequatur order must be brought within short time limits running from notification.

- The parties set the length of the mediation and may extend it by mutual agreement.
- Electronic means may be used for the agreement, correspondence and certain stages of the proceedings.

What this means in practice

A well-drafted arbitration clause sends the dispute to an arbitral tribunal chosen by the parties, with confidential proceedings suited to technical or international issues. A poorly drafted clause (a non-existent institution, an unclear appointment mechanism) can, on the contrary, create an additional dispute.

Mediation is useful when the parties wish to preserve a commercial relationship, a family business or a long-term partnership. It does not prevent them from going to court or arbitration afterwards if no agreement is reached.

Reforms and recent developments

Adopted in 2022, Law No. 95-17 took arbitration and conventional mediation out of the Code of Civil Procedure, where they had been since Law No. 08-05, and made them a stand-alone statute. It modernises the regime, notably by recognising electronic communications, and aims to make Morocco a more attractive seat of arbitration.

When to consult a lawyer

A lawyer can step in during contract negotiations to draft the dispute resolution clause, then assist a party during mediation or arbitral proceedings, and in exequatur or challenge proceedings before the state courts.

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