

Newsletter

18th Edition, March 2022

1

Welcome to the eighteenth edition of our Newsletter. In this edition, we will look into the concept of commercial dumping, what it is, its conditions and the methods of combating it in Jordanian legislations and international agreements. We will address the most prominent provisions of the Jordanian Domestic Product Protection Law No. (21) of 2004 (hereinafter referred to as the “**Law**”), and the Anti-Dumping and Subsidies Regulation No. (26) of 2003 (hereinafter referred to as the “**Regulation**”), as follows:

Subject	Page Number
Introduction	2 - 3
What Is Commercial Dumping?	3 - 6
The Conditions For Commercial Dumping	6 - 10
The Methods Of Combatting Commercial Dumping	10 - 14

“Dumping as a concept refers to one of the illegal commercial practices in international trade, in which the product is exported at a price lower than its selling price for the purposes of local consumption in the exporting country, or at a value lower than its cost and expenses, or at a price that is lower than its export price to a third country.”



Jordan, Amman, Shmeisani,
Al Sharif Naser Bin Jamil Street, Cairo
Amman Bank Building, # 96, 3rd Floor

+962 6 569 1112

info@hammourilaw.com

Hammouri & Partners Attorneys at-Law
©2021

Introduction

2 Industry, commerce and supply enjoy a prominent position, importance and attention in the Hashemite Kingdom of Jordan (hereinafter referred to as the “**Kingdom**”). Trade is subject to an important principle on the basis of an economic identity that follows the free market system. This principle is the principle of freedom of trade and it is supported, adopted, activated and revitalized by the World Trade Organization (**WTO**). The **WTO** is the legal and actual successor to the General Agreement for Tariffs and Trade (**GATT**) Organization that in turn has been dissolving non-customs related barriers to imports of goods and services.

In light of the above, the principle of freedom of trade is linked in its existence and non-existence to another principle of similar great importance, which is the principle of freedom of competition. Ensuring free competition is a fundamental and necessary matter in light of globalization, as the world has become a global village. Preserving this principle and upholding its concepts would provide a sustainable investment climate, expand the size of the market and enable it to cover its needs and increase the capacity of companies, including startups and even small and medium-sized ones, to make their own decisions and to maintain the independence of those establishments.

It is worth noting that legitimate competition is a vital necessity in financial circles, because of its positive role in maximizing and improving production and thus reducing prices, but it is no secret that, in certain cases, it may turn into an illegal act.

Accordingly, the origin of competition is that it is a legitimate business and a right protected by legislation. Competition can be defined as the competition of traders or manufacturers to promote the largest possible amount of their products or services by attracting the largest possible number of customers. This competition and rivalry can be done honorably and honestly and in accordance with the rules of law and customary practices. However, if the competition departs from this general framework then it is considered an illegal act and entails the establishment of legal liability.

In this sense, the concept of commercial dumping is frequent in commercial circles, but the main issue lies in the lack of knowledge of what it is, its conditions or even the methods of combating it. Our role in this newsletter is to shed light on some aspects related to it. Anti-dumping cases and investigations almost always involve highly complex technical and legal procedures. It should be noted in this field that not all dumping is prohibited under the agreements of the World Trade Organization, as not every dumping results in damage to local industries in importing countries within the terms and limitations that we will refer to later on in this newsletter.



Jordan, Amman, Shmeisani,
Al Sharif Naser Bin Jamil Street, Cairo
Amman Bank Building, # 96, 3rd Floor



+962 6 569 1112



info@hammourilaw.com

In order to combat some forms of unfair competition acts such as commercial dumping, it is imperative for the official authorities to adopt legislation that is compatible with the steady developments in the field of commercial dumping in order to combat it and deal with all the damages that may arise from it. Accordingly, one of the objectives of national legislation and international agreements is to preserve legitimate competition and ensure that it is not violated due to its importance in protecting the economic security framework, building productive markets and keeping up with modernization and development.

Based on the foregoing, Jordan joined the World Trade Organization in 12/17/1999 and by accession to the WTO on 11/04/2000. Among the agreements originating from this organization is the Anti-Dumping Agreement (hereinafter referred to as the “**Agreement**”) on the Implementation of Article (6) of the General Agreement on Tariffs and Trade of 1994. After a short period, Jordan harmonized its internal legislation and issued the Regulation and the Law. From these legislations emerged a directorate named the Directorate of National Production Protection (**NPPD**) within the Ministry of Industry, Trade and Supply, which is the body authorized to follow up and implement the World Trade Organization Anti-Dumping Agreement.

Section (1): What Is Commercial Dumping

The Jordanian legislator defines commercial dumping in the Regulation under Article 4 thereof: *"A product is considered dumped if the price at which it is sold for export to the Kingdom - the export price - is less than its market value. The difference between the market value and the export price is indicated by the margin of dumping."*

In addition to the above, dumping occurs when the exported foreign producer sells the commodity in the market of the importing country at a price lower than the selling price of the local producers of the same commodity, or similar commodities.

For the purposes of understanding what commercial dumping is, we must divide this section into two parts. In the first part, we will distinguish commercial dumping from other practices and in the second part, we show the types of commercial dumping, as follows:

Firstly: Distinguishing Commercial Dumping From Other Practices

There is a similarity between commercial dumping on the one hand, and aggressive pricing and price burning on the other. In regard to commercial dumping, as mentioned previously, that is represented by the method of selling in the export markets with prices lower than the selling prices of those same commodities in the local markets that produce them. In regard to aggressive pricing, that



Jordan, Amman, Shmeisani,
Al Sharif Naser Bin Jamil Street, Cairo
Amman Bank Building, # 96, 3rd Floor



+962 6 569 1112



info@hammourilaw.com

is the selling of a commodity for a lesser cost than its cost in order to force other competitors for the commodity out of the market and then selling it at monopoly prices. In regard to burning prices, that is the selling of the commodity at a lesser price than the prices of similar commodities, so that the difference is clear to the consuming public.¹

On the other hand, dumping is either the selling goods at a price lower than their manufacturing price or at a price lower than their actual cost. In regard to aggressive pricing, that is the selling of goods at a lesser price than their cost price and in regard to burning prices, that is the selling the goods at a lesser price than their usual price.

Commercial dumping and aggressive pricing are intended to harm other competitors, while price burning may not be intended to harm competitors, but rather to deal with financial hardship.

Studying the terms indicated earlier brings us to state that all of them aim to dissolve the principle of justice in trade. Dumping and burning prices are monopolistic methods, and fierce pricing is based on reducing prices to the lowest possible value in view of the cost price. All of which are with the intention of harming and eliminating competitors

in order to dominate the market and then control the prices as one wishes.

Secondly: Types Of Commercial Dumping

Commercial dumping is divided into several types, the first type and most important of which is the length of the dumping period. It is either on an incidental or urgent basis or on a temporary or even permanent basis. The second type of dumping is according to the target market, so it is international.

Subsection One: Dumping According To The Duration Period:

Commercial dumping is divided into on an incidental or urgent basis, or into on a temporary short-term or permanent and constant basis.

a) Incidental or emergency dumping:

The dumping is on an incidental or on an urgent basis when one wishes to dispose of the surplus of a certain commodity at the end of the trading season, so that the surplus is dumped in foreign markets at low prices. This is in addition to the manufacturers' error in their assessment of the size of the local market, which forces them to

¹ Shamat, Nevin Hussein (2010). "Anti-dumping policy in the Arab world", research published in the

Union of Arab Universities Journal, Cairo University, Volume Twenty, Issue Three, page 92.



dispose of surplus production by exporting it abroad so that they do not lower the prices of goods domestically. This type of dumping usually results from an increase in the stock of the commodity beyond the natural limits, which impels the commodity to be exported abroad at prices lower than the local prices in order to dispose of it. This type of dumping has a limited effect and is somehow similar to the sales clearance procedure that shops adopt at the end of each annual quarter.

b) Temporary dumping:

It is represented in the temporary reduction of selling prices, with the intention of the dumper having a foothold in foreign markets. This type of dumping eliminates competitors, expels them from the market and forces them to submit to the dumper's terms. While this type of dumping causes the dumper to suffer great losses; if its purpose was achieved then it would later generate for the dumper large amounts of money to compensate for the damages incurred. This type of dumping has a negative impact and could even destroy less efficient national trade and industries.

c) Permanent dumping:

It is assumed in this type that it is related to a permanent policy, for example customs barriers generate monopoly and this entails the

monopoly of a product or a commodity in the national market, which leads to large profits domestically. Consequently, this product is sold in international markets at a lower price, depending on its monopoly of its internal market and, as a result, the product's yield increases and it acquires more markets.

Subsection Two: Dumping According To The Dumping Market

The impact of commercial dumping extends to the foreign markets of importing countries, as follows: International dumping is the dumping carried out by a particular country and through which the markets of another country are dumped with certain goods to compete with local manufacturers or those in export markets. This type also can be divided into three types; namely emergency, temporary and permanent dumping as explained previously.

In short, emergency dumping is based on the desire to dispose of the surplus of a particular commodity at the end of the season, when the commodity is sold at a lesser price than its cost price. In regard to temporary dumping, it is short-term and aims at a specific purpose and ends with the achievement of the purpose for which it was established; that being the temporary reduction of selling prices with the intention of opening foreign markets or eliminating a competitor and expelling him/her from the



market. In regard to permanent dumping, it is based mainly on monopoly in the local market. Customs obstacles for example generate monopoly and alternately result in dumping.

Section (2): Conditions For Commercial Dumping

In order for commercial dumping to be achieved, its three conditions must be met: the act of dumping (the action), damage, and the causational relationship between dumping as an action and the damage as an inevitable consequence.

Firstly: The Act Of Dumping

Looking into the mechanism for determining whether or not dumping is present, a product is considered dumped if its export price from the importing country to the exporter is less than the similar price for a similar product. In this case, the price of imported products decreases and local industries in the importing country are damaged. Also, consumers of this imported product benefit from the low price and at the same time that leads to a limitation of the alternatives available to the consumer public, as dumping will keep competitors away from the dumping market because the dumped commodity will be flocked to by the consumer public. Accordingly, determining whether or not dumping is present that consists of making a

comparison between the price of the product in the importing country and the price of a product similar to it, but in the exporting country. When the price of the commodity is less than market value, then we are faced with a state of dumping.

We see that commercial dumping is an act of unfair competition, through which we resort to the condition of the action. Looking at the Agreement, it is clear that it did not mention the action, but rather lists the cases of dumping in addition to mentioning the damage and the causal relationship. Selling at prices lower than the price of other similar products in the country of import is a legitimate matter that does not require taking measures to reduce it, as there are dumping margins that vary between 2% of the export price and 3% of the volume of dumped imports from a particular country. When the dumping margin exceeds the above-mentioned threshold, the rule of illegality should be applied. By looking into a valid basis for a claim of unfair competition, a reference is made to the theory of tort as a basis for compensation as well as the theory of abuse of the use of a right.

Secondly: Damages

Dumping does not only occur once the commodity is sold for less than its price in the



country of origin, but when two other conditions are met:

1. The sale of a foreign commodity at a low price causes tangible harm to local industries. The damage here is a decrease in sales, profits, output, investments, or employment in an existing local industry.
2. A causal relationship must be proved between the imported commodity at a price lower than its price in the country of export, and the damages that occurred to the local industry, because the decrease in sales, profits or employment may be due to a reason other than dumping.

Article (3) of the Agreement defines the damage caused by dumping as: “*material damage to a local industry, or export by causing material damage to a local industry, or material delay in establishing this industry.*” However, it becomes clear to us, through the Agreement, that the above definition is a standby; it was preceded by the saying “*unless there is another meaning*”.

It is clear from the previous text that the Agreement specifies types of damages that authorize states to take anti-dumping measures, namely:

1. Material damage to the local industry.
2. The risk of material damage to the local industry.

3. A delay in the establishment of an industry for the product.

The dumping must result in material damage and some specialists in this field are of the opinion that what is meant by material damage is serious damage to one of the national production branches of the importing country as a result of the significant decrease in the sale of similar national goods and other competitors. An exception is made for the non-serious damage that may result from a slight decrease in the price of the imported commodity from its national counterpart due to the efficiency of the national product or when the damage is limited to one of the national production projects.

In this regard, the following question arises: what is the threshold of damage through which countries that are prey to dumping are allowed to impose “dumping fines”? In answering this question, we must point out that some scholars have argued that the dumping must be of such gravity that it would destroy a branch of national production or the local industry of the importing country if the matter continued without any corrective and preventive action. Here, many scholars have followed the trend shown above.

On the margins, as for “dumping duties”, they are those determined by the investigative authorities in the importing country, provided that they do not exceed the dumping margin, i.e. the difference between the market value and the export price and



that these fines are imposed on dumped imports from all sources when it is proven that they cause damage to the domestic industry. An example of imposing anti-dumping fines on Jordanian imports by another country is the Pakistani authorities imposing a final anti-dumping fine on aluminum cans for beverages on Jordanian exports at a rate of 26.54%, starting from 12/30/2021 until 19/02/2025.²

The Jordanian legislator, in order to determine the actual material damage to the local products of the importing country, he had considered a number of factors, which are stipulated in article (27) of the Regulation as follows:

“1. There is a significant increase in the volume of dumped or subsidized imports, whether in terms of volume as a whole, or for production, or for local consumption, and the extent of its impact on the prices of similar local products, provided:

a) The dumped or subsidized imports were offered at prices lower than the prices of a similar product, with an important difference.

b) That the imports led to a decrease in the price of a similar local product, or prevented an increase in its price that could have occurred without those imports.

2. The impact of dumped or subsidized imports on manufacturers and such an impact is reached by indicators and economic factors of local manufacturers, which are:

a) The actual or potential decrease in sales, profits, market share, productivity, return on investment, or utilization of production capacity.

b) Actual or potential adverse effects on cash flow, inventory, employment, wages, and growth and the ability to attract capital or investments.

c) Factors affecting local prices.”

The Jordanian legislator’s position on potential harm, i.e. the threat of material harm, is that the legislator indicated that the competent authority to investigate such matters is the NPPD at the Ministry of Industry and Trade for the purposes of ascertaining whether local producers may be subjected to harm or not. In this regard, specifically in 2006,

² “Imposing final anti-dumping fines on Jordanian imports to Pakistan on aluminum cans for beverages.” Zarqa Chamber of Commerce https://zarqachamber.org/index.php?option=com_content&view=article&id=15459:nbgjhgk-

[hjkhgfvfbfbgvcgf&catid=110:2013-03-24-14-37-40&Itemid=427&lang=ar](https://www.legislation.gov.uk/uk/2013/03/24/14-37-40/Itemid=427&lang=ar)



the Jordanian Ceramic Company filed a complaint claiming that it was damaged by the dumped imports of Egyptian-origin ceramic tiles for walls and floors. Here, we must focus on the need for this damage to be imminent, not just an allegation or accusation. The bases set by the legislator for the purpose of determining potential damage are **any factors that indicate the possibility of a significant increase in dumped imports, such as:**

1. The noticeable increase in the value and volume of imports.
2. The presence of untapped production capacity in the country of export, or the presence of an increase in the stock of the commodity in that country and the absence of export markets for other export holdings.
3. The existence of deals to export dumped or subsidized goods in the future to the Kingdom.
4. The existence of the dumped or subsidized product at prices that are lower than those of a similar local product, which indicates the possibility of increased demand for that dumped or subsidized product.

In regards to assessment of damage in case of investigation into the imports of a product, the legislator states in article (33) of the Law the following:

“The competent authority may, for the purposes of assessing the damage, when the investigation relates to imports of a product from

more than one country, collect the effects of these imports if the following is proven in this regard:

a) That the margin of dumping for imports from each country exceeds 2% of the export price in the event of dumping; And

b) That the volume of imports from each country is not low.

c) That the cumulative assessment of the effects of imports is appropriate to the conditions of competition between imported products and similar local products.”

Thirdly: The Causational relationship between The Action And The Damages In Jordanian Legislation

It is stated in article (31) of the Law that: *“The competent authority must verify that the dumped or subsidized imports, and the effect they cause, are the cause of the damage that is or may be inflicted on local manufacturers. It considers, in particular, the existence of a significant increase in those imports that are dumped or that receive subsidies, whether this increase is absolute or relative compared to production or consumption in the Kingdom and its impact on prices and the size of the dumping margin.”*



Also, there is a set of factors that the competent authority takes into account when assessing the causational relationship that the legislator stipulated in article (32) of the Regulation which reads as follows: *“The competent authority shall take into consideration, when assessing the causational relationship, any factors other than the dumped or subsidized imports that have caused or may cause this damage, such as the volume of imports that are not sold at dumping or subsidy prices and their prices, and other factors that affect local prices, technology development, export performance, and productivity of local manufacturers.”*³ The important question that we must raise in this field is: can the local producer, who is proven to have been harmed by dumping demand compensation from the dumper for his/her loss and lost earnings, in accordance with the rules of civil liability (both in contract and/or in tort), on the matter of international dumping, as applied according to the claim of unfair competition?

In spite of the presence of the Agreement and the Jordanian Regulation, we did not find that any of them addressed this issue in specific. However, since the damage occurred as a result

of a country’s breach of its obligations towards the country that was affected by this breach, that damage must be compensated within the provisions of the Agreement, and since the Agreement does not stipulate in any of its articles the responsibility of the country that practices dumping, here there is no room for the implementation and application of contractual liability. In this case, tort liability rules must be implemented in accordance with international law that arise in violation of the rules of international custom or the principles of law generally recognized in legal systems.

Section (3): The Methods Of Combatting Commercial Dumping

The competent authority to investigate whether or not dumping exists in the Hashemite Kingdom of Jordan is the NPPD. The protection request shall be submitted by local manufacturers or their representatives, such as concerned chambers of industry and commerce, federations, associations and unions and ministries supervising any of the production sectors and others, to the Minister of Industry, Trade and Supply by a written request to protect their production from dumped imports or imported products that receive subsidies, on the form

³ This text and all text in italics in this Newsletter is an unofficial English translation of the original text in Arabic.



prepared by the Ministry for this purpose (please see article (35) of the Regulation).

We will address the procedures for submitting the application to the competent authority in the fight against commercial dumping in the following section:

1: Firstly: The Information Required To Be Provided On The Application

Article (36) of the Regulation states that local manufacturers or their representatives, must include in the protection application evidence of dumping and damage as well as the causal relationship between those and the request must include, as much as possible, the following information and evidence:

“a. Introducing the applicant and determining the volume and value of his production of the similar product.

b. A detailed description of the allegedly dumped product.

c. A specified volume of production for the local product and the value of this production.

d. The name and address of every foreign exporter or manufacturer known to the applicant who produces or exports the dumped goods, and a list of known importers who import it.

e. Information on the export price and market value in the event of dumping as follows:

1. The price at which the imported product is sold for consumption in the local market of the exporting country.

2. Export prices of the allegedly dumped commodity in the Kingdom.

f. The information on the increase in the volume of dumped imports, and the impact of these imports on the prices of similar products in the local market and on local manufacturers.”

After which, the NPPD verifies the validity and accuracy of the information provided in order to prove harmful practices, harm and the causal relationship between them. The legislator stipulated a date for conducting an investigation in article (8) of the National Production Protection Law, as follows:

a. “The Directorate conducts an investigation regarding harmful practices and the damage resulting from them. For this purpose, a period of time called the period under investigation shall be approved, including any period prior to the date of the request. Information about the existence of such harmful practices and the harm resulting from them shall be collected during that period and the information is verified and analyzed, provided that this period is



approved according to the bases determined in accordance with the regulations issued for this purpose.

b. *The Directorate shall provide an opportunity for the parties concerned with the investigation and the parties participating in it to present any relevant evidence or information. At its request, sessions are held to hear statements and discuss the evidence and information and the Directorate shall enable these parties to view any information or evidence related to the investigation provided that is not confidential.*”

Secondly: The Confidentiality Of The Application

The Agreement requires the investigative authorities in the importing country to observe the conditions for protecting confidential information provided by one of the parties in writing. Some information is confidential in nature, and its disclosure will lead to a significant competitive advantage for another competing trader or result in a significant detriment to the person who provided the information. All of this is so that anti-dumping investigations do not become a tool of industrial espionage.

Concerning confidentiality in Jordanian legislation, the legislator states in article (54) of the Law the following:

“a. *If any of the parties to the investigation submits information or data requesting, for justified reasons, to consider them confidential, the competent authority is prohibited from disclosing it without his/her consent under penalty of legal responsibility.*

b. *If the competent authority finds that the reasons on which any party in the investigation based the confidentiality of any information or data provided in his/her request or during the investigation do not justify confidentiality while that party insists that it be considered confidential, then the competent authority may not take these data into consideration in the investigation unless it has been confirmed by reliable and relevant sources.*

c. *In all cases, any of the concerned parties who submitted any confidential information must draw up a summary that is not as confidential as possible and sufficient to clarify that information. The competent authority may exempt that party from submitting this summary if it finds that this is not possible.*”⁴

⁴ This is an unofficial English translation of the original text in Arabic.



Thirdly: Conditions For Submitting The Application For Protection

The request shall be submitted in writing by each person of interest from the manufacturers and/or owners of national companies who have suffered actual damage from dumping, or who are likely to be affected in the future. The request must include sufficient evidence of dumping, damage, as well as the causal relationship between the imports and the actual damage or the damage that is likely to occur.

The Jordanian Law stipulates in article (38) that: *“The Minister may not issue a decision to start an investigation unless, following an announcement that published to determine the extent to which local manufacturers support the request, the following is proven to the competent authority:*

- a. *The sum of the domestic manufacturers who explicitly support the request exceeds the sum of domestic manufacturers who explicitly oppose it.*
- b. *The total production of the local manufacturers who expressly support the request is not less than (25%) twenty-five percent of the total production of the local manufacturers of a similar product.”*

It should be noted that, as in the Agreement, the Jordanian legislator has allowed the investigation to be conducted without submitting a

request, as article (7) of the National Production Protection Law stipulates that: *“The Directorate may, based on a decision of the Minister, conduct an investigation, without submitting a request, regarding harmful practices if it finds sufficient evidence of the existence of harmful practices and the harm resulting from them.”*

Fourthly: Investigating And Collecting Evidence

By extrapolating from article (6/1) of the Agreement, any exporter, foreign manufacturer, or importer of a product under investigation, or the government of the country exporting the product under investigation, or a manufacturer of a similar product in the importing country, will be informed of the data required by the investigative authorities to launch the investigation on them and will be given an adequate opportunity to submit all evidence that it considers relevant to the investigation in question, in writing, for the purpose of defending themselves, by filling out a questionnaire regarding the product under investigation to be responded to within thirty days.

The Jordanian legislator states in article (56) of the Jordanian Regulation that: *“If the initial decision stipulates that there is no dumping, subsidy, damage or causation, the Minister may decide to complete or to terminate the*



1.

investigation as he/she deems appropriate.” Accordingly, and by looking into article (57) of the same Regulation: “The competent authority must publish a notice of the initial decision and notify the relevant organization in accordance with the provisions of this regulation.”

Conclusion

One of the fruits and benefits of Jordan's accession to the WTO was the fact that Jordan was enabled to enter into an attractive environment for investment and in markets for national exports through the issuance of laws and the introduction of legislation regulating the financial and business market.

It should be noted in this regard that dumping in itself is not prohibited under WTO agreements because it is not necessary for dumping to lead to damage to local industries in importing countries. Then if the dumping margin is equal to or higher than zero, this has not and will not inevitably lead to the use of anti-dumping measures. Therefore, the crossing line for taking the necessary anti-dumping measures is a dumping margin of 2%.

If the dumping margin of 2% is exceeded, then commercial dumping becomes an act of unfair competition and the civil liability that arises from it is in tort and not contractual. The affected local manufacturers can then file a lawsuit according to the rules contained in the Unfair Competition and Trade Secrets Law No. (15) for the Year 2000 and then the compensation shall be comprehensive for the subsequent loss and lost profit from the act of dumping.

In conclusion, it must be pointed out that serious revisions should be made to the Law and to the Regulation in order to keep pace with the latest rapid developments in the economic and commercial fields and the Jordanian state's commitment to its obligations towards the WTO.



Jordan, Amman, Shmeisani,
Al Sharif Naser Bin Jamil Street, Cairo
Amman Bank Building, # 96, 3rd Floor

+962 6 569 1112

info@hammourilaw.com

If you would like to discuss further any aspects of this Newsletter, please feel free to get in touch with one of our lawyers, using the contact details in the Contributors section below.

If you feel that other persons would be interested to read this Newsletter, please feel free to share this Newsletter.

¹ If you wish not to have our upcoming Newsletter or if you wish to amend the contact details, please inform us by sending an email to info@hammourilaw.com, titled “non-subscription” and/or “amending the contact details”.

Warm regards,

HAMMOURI & PARTNERS ATTORNEYS AT-LAW



Jordan, Amman, Shmeisani,
Al Sharif Naser Bin Jamil Street, Cairo
Amman Bank Building, # 96, 3rd Floor



+962 6 569 1112



info@hammourilaw.com

CONTRIBUTORS TO THIS EDITION



10

TARIQ M. HAMMOURI, LL.M, PH. D
MANAGING PARTNER
tariq@hammourilaw.com



OMAR SAWADHA
SENIOR ASSOCIATE, HEAD OF LITIGATION
omar.s@hammourilaw.com



KHALID MOUSA
ASSOCIATE
khalid.m@hammourilaw.com



SANAD ABU HASSAN
TRAINEE LAWYER
sanad.a@hammourilaw.com



Jordan, Amman, Shmeisani,
Al Sharif Naser Bin Jamil Street, Cairo
Amman Bank Building, # 96, 3rd Floor

+962 6 569 1112

info@hammourilaw.com

Hammouri & Partners Attorneys at-Law
©2021

CONTRIBUTORS TO THE ENGLISH VERSION

1



YOTTA PANTOULA-BULMER
OF-COUNSEL, HEAD OF INTERNATIONAL DEPARTMENT
yotta.b@hammourilaw.com



ROZANA AL - HROOB
TRAINEE LAWYER
rozana.h@hammourilaw.com



Jordan, Amman, Shmeisani,
Al Sharif Naser Bin Jamil Street, Cairo
Amman Bank Building, # 96, 3rd Floor

+962 6 569 1112

info@hammourilaw.com

ABOUT HAMMOURI & PARTNERS ATTORNEYS AT-LAW

Hammouri & Partners Attorneys at-Law, is a Jordanian multi-practice law firm, founded over two decades ago (established in 1994) by Professor Mohammad Hammouri (1940-2022). Professor Hammouri was a renowned Jordanian attorney and an arbitrator, a former Minister of Culture and National Heritage and a former Minister of Higher Education, who wrote a plethora of books, primarily on constitutional rights. Professor Mohammad Hammouri also founded the first School of Law in the Hashemite Kingdom of Jordan at The University of Jordan, in which he was its first dean. Today, the firm is managed by Dr. Tariq Hammouri, a distinguished academic and attorney and a former Minister of Industry, Trade and Supply. Dr. Tariq Hammouri is both an experienced attorney and an arbitrator, an expert in the Corporate sector, Commercial Transactions, Financial Markets, Banking Law and International Trade. He is an Associate Professor at the School of Law, University of Jordan and (formerly) the Dean of the School of Law. Dr. Hammouri is also an officially appointed member of the International Center for Settlement of Investment Disputes (ICSID) Panel of Arbitrators upon designation by the Government of the Hashemite Kingdom of Jordan, for the period of 2020 to 2026.

Hammouri & Partners team consists of 25 attorneys and a number of other professionals working in the firm's specialized departments, providing professional legal services at a local, regional and international level.

The firm's legal services cover numerous areas of practice, including the following: Corporate and Commercial Law (whether that is corporate set-up or drafting of all types of commercial agreements), Intellectual Property law, Banking and Finance Law (the Firm advises local and international banks regarding all Banking Transactions and Regulatory Compliance). Additionally, the Firm's Litigation and Arbitration department have the capabilities and competence to represent parties in the most complex and novel legal matters, as it encompasses expertise in several areas of law, whether it is before courts or arbitral tribunals. Hammouri & Partners Attorneys at-Law was one of the first firms in Jordan to establish a specialized International department to cater to the needs and requirements of international clients on an array of tasks with an international element, such as those regarding bilateral and international trade negotiations, projects, contracts and others.

In addition to what has previously been stated, Hammouri & Partners provides legal advice and consultation to various industries such as those of Construction & Infrastructure, Manufacturing, Engineering, Trade, Insurance and Energy, as some of its clients are major energy, healthcare, information technology and telecoms companies.

Hammouri & Partners Attorneys at-Law provides its broad services throughout Jordan as well as worldwide, through established collaborations with reputable law firms in the MENA region, Europe, the United Kingdom and the USA. Hammouri & Partners has earned regional and international acclaim by the most reputable legal directories. Chambers and Partners Global, International Financial Law Review (IFLR 1000) and the Legal 500 all highlight Hammouri & Partners as a leading law firm in the Jordanian legal services industry.



Jordan, Amman, Shmeisani,
Al Sharif Naser Bin Jamil Street, Cairo
Amman Bank Building, # 96, 3rd Floor

+962 6 569 1112

info@hammourilaw.com