

Sharia Tribunals,
Rabbinical Courts,
and Christian Panels

RELIGIOUS ARBITRATION
IN AMERICA AND THE WEST

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OXFORD

Choice of Law and Forum



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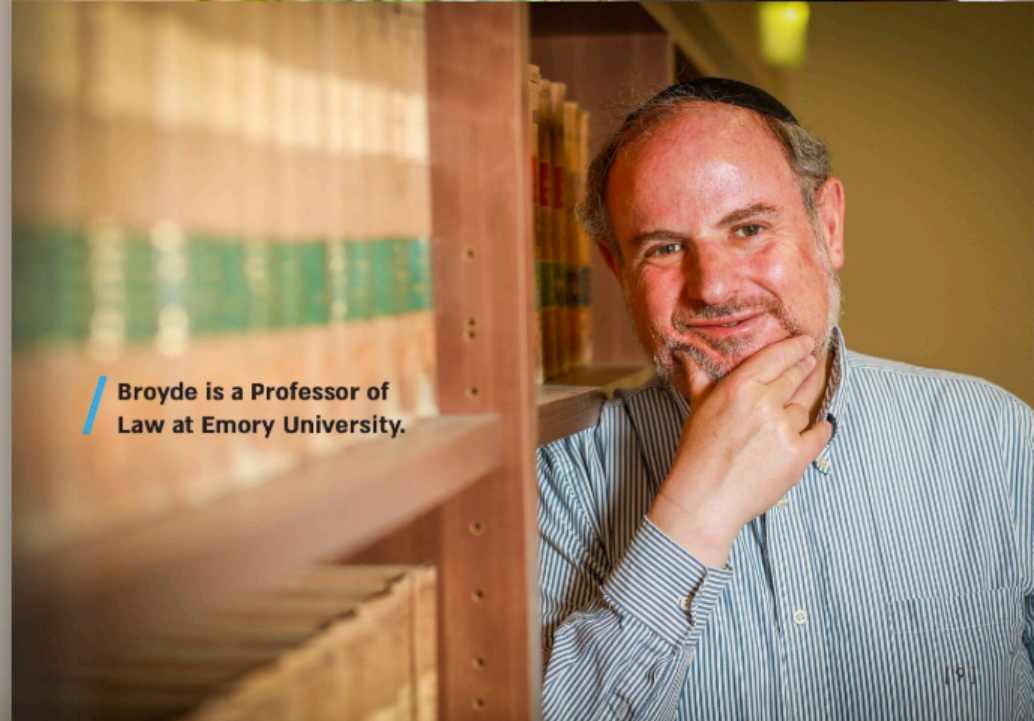
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To lawyers, "election" and "selection" frequently mean choice of law and choice of forum, two very obscure terms, at least to nonlawyers, but they are very practical and common. **"Choice of law"** means an agreement between two people on "what" law will apply if they have a dispute. For example, many contracts between businesses say "adjudicated by the law of New York State," telling people that even though we live in Israel, Poland, Cleveland, or Berlin, we want only New York law to apply. **"Choice of forum"** is different—it stipulates "who" will resolve any dispute that arises and where they will be located. These two provisions mix and are applied all the time. I recently wrote, for example, a contract that contained the following statement: "This contract shall be adjudicated according to the laws of the State of New York in the rabbinical courts of Haifa, Israel." My work on arbitration this year is all about when and how we ought to let people choose the law they want to apply and choose the forum they want to hear a dispute they may have, particularly in the context of **religious courts**, such as a sharia tribunal, rabbinical court, or Christian arbitration panel. Election and selection of law is choice of law and choice of forum.



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