The object of this study is the relation between the cross-examination and the arbitration principle. In the introductive part, after a short historic *excursus* untill the coding of 1856, we analyse the coding of 1942 and in particular the art.101 c.p.c. in his traditional reading as well as his constitutionally oriented reading, through the lens of the right to the defence like ratified by art. 24, paragraph 2, Cost.

In succession, we focus on the studies carried out on the trial like *species* of the *genus* proseedings and really characterized by the cross-examination principle like distinctive trait and, subsequently, we direct our attention to one of the more discussed problems in regard with the cross-examination principle, that is the problem concerning the judge duty of calling forth the discussion about the *ex officio* taken over issues that have not been taken over by the parts, throwing light not only on the evolution of this problem in the italian doctrine and jurisprudence, but also making clear the french one.

Analysing then, more specifically, the ritual arbitration, we do another historic *excursus*, focusing on the code of 1865 (artt.14, 15 e 17 c.p.c. and their doctrine and jurisprudence interpretation) and subsequently on the 1942 coding (art.816, paragraph 3, c.p.c. And his connection with art. 829, paragraph 1, n.7, c.p.c.).

In succession we do a detailed investigation on the jurisprudence concerning art.816, paragraph 3 (then 4), c.p.c. beginning from the first sentences to the more recent ones, taking into account the legislative modifications improved in 1994 with the estimation of the proper nullify reason of the award for the cross-examination violation. Besides the interpretation of art.816 c.p.c., we focus on a series of issues, pertaining to the cross-examination, but not directly connected with the above mentioned law, highlighted by the jurisprudence (and, in particular: possibility for the arbiters to declare closed the investigation held as superfluous and subsequently to reject the question for lack of evidence; possibility for the parts to present new questions or raise exceptions, deposit memories and produce documents during the trial; omitted fixing of a proper hearing to specify conclusions or discussion; necessity of verbalization of the accomplished activity in the arbitral proceedings; intoduction of the dispute and formulation of the arbitral question) and by the doctrine (fixing of the judgement rules bythe parts and, in second order of importance, by the arbiters, deciding in this case if it's compulsory to decide the rules to be complied with at the beginning of the proceedings or if it's possible to fix rules from time to time depending on the necessity;utilization of equity like meter of judgement; connection between cross-examination principle and technical consultancy; connection between cross-examination principle and motivation).

Finally we analyse the reformation introduced by d.lgs. 02/02/2006, n.40, directing our attention on the art.816-bis c.p.c. and on the art.816-sexies c.p.c., the latter also in relation with the previous art 820, paragraph 3, c.p.c. And with the new artt. 43,paragraph 3 and 83-bis bankruptcy law.

In the second part of the thesis, the research considers the connection between the cross-examination principle and contractual arbitration. The first part is dedicated to the jurisprudence and doctrine analysis developed in our legal order after the contractual arbitration development in the commercial procedure, starting from the famous sentence of the Cassazione of Torino the 27/12/1904. Subsequently the analysis considers the jurisprudence and doctrine development during the second post-war period, with the progressive development, beside the traditional thesis of the contractual arbitration like arbitration applicated to the transaction contract or to the verification contract, of the unitary cd teory, that interpret the two kinds of arbitration like two *species* of a unic *genus*, getting in this way to assign to the cross-examination principle a fundamental role also inside the contractual arbitration.

The last part of this work is finally dedicated to the effects of the reformation carried out through the d. lgs. 40/2006 and in particular of the new art. 808-ter c.p.c., that has expressely intoduced the nullify reason of the contractual award for the cross-examination principle violation.