

# Civil Transactions Law

Introduced by

Ayqan for Law and Legal Consultation Co.

## **"The Civil Transactions System was issued by Royal Decree No. (M/191) on 29/11/1444, (18/06/2023)."**

### **INTRODUCTORY TITLE:**

#### **Chapter One:**

#### **Law Application**

#### **Article One**

1- The provisions of the law shall apply in all matters to which the said provisions refer explicitly or implicitly. If there is no provision that can be applied, the whole rules of the final provisions shall apply. If there is no rule that can be applied, the most appropriate provisions derived from Islamic sharia' to this law shall apply.

2- The application of the provisions of this law shall not prejudice the special regulatory provisions.

#### **Article Two**

The durations and deadlines in this law are counted in the Hijri Calendar.

### **CHAPTER TWO**

#### **PERSONS**

#### **SECTION ONE**

#### **PHYSICAL PERSON**

#### **Article Three**

1- Personality of a human being starts at his birth alive AND ends upon its death.

2- The regulatory provisions shall determine the rights of a fetus.

#### **Article Four**

Provisions relating to missing persons, absentees and foundlings are regulated by a special law.

### **Article Five**

Respective regulatory provisions shall apply to the persons' names, surnames, families, kinships and nationalities.

### **Article Six**

1- Direct kinship is the relation between ascendants AND descendants.

2- Indirect kinship is the relation between persons of common ancestry, without being an descendant of the other.

### **Article Seven**

1- In calculating the degree of direct kinship, each descendant is a degree upward to the ascendant not counting the latter. In calculating the degree of indirect kinship, degrees are counted upwards from the descendant to the common ancestor AND then downwards from this latter to the other descendant, each descendant, excluding the common ancestor, is counted a degree.

2- A relative of one of the spouses is considered of the same degree of kinship in relation to the other spouse.

### **Article Eight**

Domicile is the place where a person habitually resides. A person may have at the same time more than one domicile. Where a person has no habitual residence, their place shall be considered a domicile, if their place was apparently unknown, their last place shall be considered a domicile.

### **Article Nine**

The place where a person carries out a trade, a profession or a craft shall be considered his domicile as concerns his activities relating to his trade, profession or craft.

### **Article Ten**

The domicile of incapacitated persons or those lacking capacity, missing or absent persons shall be the domicile of his legal representative. The incompetent person authorized to carry out a trade shall have a special domicile as concerns the acts AND dealings to which he is considered by law apt to perform.

### **Article Eleven**

1- A person may elect a domicile of choice to perform a specific legal act. A domicile elected for the performance of a legal act shall be considered the domicile for all matters relating to this act,

unless it is expressly specified that this domicile is restricted to certain acts to the exclusion of all others.

2-Election of a domicile must be established in writing.

### **Article Twelve**

- 1- Every person attaining the legal age, enjoying full mental capacity AND not interdicted shall be considered capacitated persons.
- 2- A person shall be considered of full age if he completes twelve lunar years.

### **Article Thirteen**

- 1- Whoever is devoid of discernment because of age or insanity shall be considered incapacitated persons.
- 2- A child below the age of seven shall be considered devoid of discernment.

### **Article Fourteen**

**Those lacking capacity are:**

- A- Whoever has attained the age of discernment but not the age of full capacity.
- B- Whoever is imbecile whose mind is deficient, but has not reached the point of insanity
- C- Whoever is interdicted because of being prodigal or simple-minded.

### **Article Fifteen**

In matters of tutorship or guardianship, incapacitated persons AND those lacking capacity, as the case may be, shall be subject to the conditions set forth in the law.

### **Article Sixteen**

No one may give up his capacity or modify the provisions thereof.

## **SECTION TWO**

### **JURISTIC PERSONS**

### **Article Seventeen**

**Juristic persons are:**

- a- The State.
- b- Authorities, public establishments AND entities endowed, by law, juristic personality.
- c- Wakfs.
- d- Companies endowed, by law, juristic personality.

- e- Private and collaborative societies AND private institutions endowed, by law, juristic personality.
- f- Any group of persons or property that the law endows with juristic personality.

### **Article Eighteen**

1-Within the limits set forth by law, a juristic person enjoys all rights except those inherent to the natural characteristics of a human being.

2-It shall have:

- a- An independent financial status.
- b- Capacity within the limits specified in its constitution deed or as determined by law.
- c- The right to sue.
- d- An independent domicile. The domicile of a juristic person is the place where its administration set-up is situated. The place where one of descendants of the juristic person may be considered its domicile, in relation to the activity of this descendant.
- e- Nationality as determined by law.

3-It must have a representative to express its will.

## **CHAPTER THREE:**

### **THINGS AND PROPERTY**

#### **Article Nineteen**

Anything that may be physical or legal can constitute the subject-matter or proprietary rights, except those which may not be subject to exclusive possession by their nature or those that the law forbids that they be the object of proprietary rights.

#### **Article Twenty**

Property is any object or right that has a negotiable value of asset, utility or right.

#### **Article Twenty One**

1-Fungibles are those things which units and parts are so close that one may customarily stand for the other without any significant difference.

2-Non-fungibles are those which units are customarily significantly different in characteristics or value or are rare in circulation.

### **Article Twenty Two**

- 1- Anything which is settled, fixed in space and cannot be moved without deterioration or alteration of its shape is an immovable property. Any other thing is movable.
- 2- An immovable property by destination is a movable put by its proprietor on a land he owns, destined for its service or exploitation even though not permanently fixed to stay.

### **Article Twenty Three**

Consumables are those things whose benefit is only realised by consumption, waste or spending. All things intended for sale in commercial stores are deemed to be consumable.

### **Article Twenty Four**

Respective law shall be applicable to public property.

## **CHAPTER FOUR: Different Kinds of Rights**

### **Article Twenty Five**

Financial rights are personal or real.

### **Article Twenty Six**

- 1- The real right may be principal or accessory.
- 2- Principal real rights are ownership, usufruct, use, lodging, easements, Wakf and all what is so considered by law.
- 3- Accessory real rights are mortgage, privilege rights and all what is so considered by law.

### **Article Twenty Seven**

Respective law shall be applicable to rights of legal things.

## **CHAPTER FIVE: Use of Right**

### **Article Twenty Eight**

Any person who lawfully exercises his rights shall not be liable for any harm arising therefrom.

### **Article Twenty Nine**

- 1- The exercise of a right shall not be unlawful.
- 2- The exercise of a right shall be unlawful in any of the following circumstances:
  - a- If such use is intended solely to cause damage to others;
  - b- If the interests desired are disproportionate to the harm that will be suffered by others; or
  - c- If the desired interest by such use is unlawful.

## **SECTION ONE: Obligations (Personal Rights) Chapter One: Sources of Obligation**

### **Chapter One: Contracts**

#### **Article Thirty**

Nominate and innominate contracts are governed by the rules contained in this chapter, without prejudice to provisions in this law regulating certain contracts.

#### **Article Thirty One**

A contract shall be concluded from the moment an offer and its subsequent acceptance have been exchanged in such a manner as to produce their legal effect, with due observance of any special conditions provided for in the law for its formation.

### **Subchapter One: Elements of Contract I: Consent**

#### **Article Thirty Two**

Consent is achieved when the intentions of two or more eligible parties with contractual capacity align, and these intentions are expressed and documented as evidence.

#### **1- Expression of Intention**

#### **Article Thirty Three**

- 1- The offer and acceptance shall be in all ways of expression of a will.
- 2- An intention may be expressed orally or in writing, by a commonly used sign, by actual consensual exchange. A declaration of intention may be implied or express when neither the law, nor the agreement, nor the nature of the transaction requires that such declaration be expressed.

#### **Article Thirty Four**

- 1- The offer of goods and services accompanied by an indication of their prices shall be regarded as an offer unless there is evidence to the contrary.
- 2- Publications accompanied by an indication price lists shall not be regarded as an offer unless there is evidence that it is regarded as an offer.

#### **Article Thirty Five**

- 1- The offeror shall have the option to retract his offer as long as it is not accepted, unless there is a time limit for acceptance.
- 2- If the offer does not have a time limit; the offeror shall notify the other contractor if the offeror retracted his offer, otherwise the other contractor must be compensated for the

damage suffered, which doesn't include the expected loss of profits from the contract that was not entered.

### **Article Thirty Six**

1. The offer lapses in the following cases:
  - a. If the obligor has changed his mind in accordance with the provisions of Article (35) of this Law.
  - b. If the person to whom it was addressed rejects it explicitly or implicitly, and any amendment contained in the acceptance is considered a rejection that includes a new offer.
  - c. If the offeror or the person to whom the offer is addressed dies, or one of them loses his capacity before the acceptance is issued, even if the offer has a specific period.
  - d. If the acceptance is not connected to the offer by custom, or the period specified by the offeror for the acceptance lapses without its issuance.
2. Acceptance after the offer lapses does not constitute a contract, but it is considered a new offer.

### **Article Thirty Seven**

1. The silence of the person to whom the offer is addressed is not considered acceptance unless there is agreement or evidence indicating that.
2. Silence is considered acceptance if there was a previous dealing between the contracting parties and the offer was related to this dealing, or if this offer was purely for the benefit of the obligee.

### **Article Thirty Eight**

1. If the two contracting parties are present in one place or in two different places through direct means of communication; The contract was considered completed at the time and place in which the acceptance was issued. Unless otherwise agreed.
2. If the contracting parties are absent; The contract is deemed to have been completed at the time and place in which the offeror knew of the acceptance. Unless otherwise agreed.

### **Article Thirty Nine**

Without prejudice to the statutory texts; The contract in auctions is not completed unless the auction is awarded, and the bid is forfeited by a bid that exceeds it, even if it is signed invalidly, or by closing the auction without awarding it to anyone.



## **Article Forty**

Acceptance in contracts of adhesion is limited to mere acceptance of established conditions set by the offeror and is not subject to discussion.

## **Article Forty One**

1. If a contract has been negotiated, this does not entail an obligation on the negotiating parties to conclude this contract. However, whoever negotiates or terminates the negotiation in bad faith is responsible for the damage suffered by the other party, and this does not include compensation for the expected profit missed from the contract subject to negotiation.
2. It is considered bad faith not to be serious in the negotiation, or deliberately not to make an essential and influential statement in the contract.

## **Article Forty Two**

1. If the contracting parties agree on the essential issues in the contract and to postpone agreement on non-essential issues; This was sufficient to consider the acceptance identical to the offer, and their differences in non-essential matters did not affect the conclusion of the contract unless they had linked its conclusion to the subsequent agreement on those matters.
2. If the contracting parties do not agree on non-essential issues; The court determined it in accordance with the provisions of the legal texts, the nature of the transaction, and custom.

## **Article Forty Three**

1. A promise by which one or both parties undertakes to conclude a contract in the future is not binding unless the essential issues are specified in the contract to be concluded, the period within which it must be concluded, and its conditions are met when creating the promise, including any formal conditions required by the legal texts of that contract. .
2. If the promisor refuses to fulfill the promise and the other demander, and the conditions of the contract are fulfilled; The court ruling, in the event of its issuance, took the place of the contract.

## **Article Forty Four**

1. The payment of the down payment at the conclusion of the contract indicates that the payer of the down payment alone has the right to withdraw from the contract, and he does not have the right to recover the amount of the deposit, unless otherwise agreed upon.
2. If the contracting parties did not specify a period of withdraw from the contract, the court determined it according to custom and the circumstances of the contract.

3. The silence of the down payment until the period expires or the non-implementation of what he committed to do during it is considered as his withdraw from the contract.

#### **Article Forty Five**

A framework agreement is a contract whereby the two contracting parties determine the basic terms to which the contracts that the two contracting parties establish are subject to in accordance with the provisions of this agreement, and that agreement is considered part of the contracts concluded mutually by them.

#### **Article Forty Six**

In the contract, if the contracting parties refer explicitly or implicitly to the provisions of a model document, specific rules, or any other document, it shall be considered a part of the contract.

### **2. The Eligibility of the Contracting Parties**

#### **Article Forty Seven**

Everyone is entitled to act; unless they are incompetent or deficient in accordance with a legal document.

#### **Article Forty Eight**

1. The minor, even if he is distinguishable, the insane and the imbecile are interdicted by law.
2. The guardianship shall be imposed on the foolish and the heedless, and it shall be canceled by the judgment of the court, and the court may announce the judgment if it finds appropriate.

#### **Article Forty Nine**

The actions of the indistinguishable minor are invalid.

#### **Article Fifty**

1. If the actions of the distinguishable minor are purely beneficial, then they are valid, and if they are purely harmful, then they are invalid.
2. If the actions of the distinguishable minor between benefit and harm, then they are valid, and his guardian, trustee or the minor after reaching the age of majority may request annulment of the disposition.

#### **Article Fifty One**

1. If the minor has completed (fifteen) years of age, then his guardian or trustee - without prejudice to what is required by Articles (Fifty Four) and (fifty-fifth) of this law - hand

over the minor a measure of his money and authorize him in financial dispositions. The authorization is not invalidated by the death or isolation of the authorizing person. The court may authorize him to act when his guardian or trustee refuses permission.

2. The distinguishable minor who is authorized - in accordance with the provisions of Paragraph (1) of this Article - in the same position as one who has reached the age of majority in the actions for which he is authorized.

#### **Article Fifty Two**

1. The behavior of the imbecile is the same as the behavior of the distinguishable minor.
2. The actions of the insane are the same as the actions of the indistinguishable minor.

#### **Article Fifty Three**

The actions of the foolish and the heedless after being placed under guardianship are in the same ruling as the actions of the distinguishable minor. As for their actions before the guardianship, they are valid unless they are the result of exploitation or complicity.

#### **Article Fifty Four**

Issues related to guardianship shall be governed by the relevant legal texts.

#### **Article Fifty Five**

The actions of guardians and trustee are valid within the limits set by the legal texts.

#### **Article Fifty Six**

If the incapacitated person resorts to fraudulent methods to conceal his lack of capacity, he shall be liable for compensation for the damage incurred by the contracting party with him as a result of the invalidation of the contract.

### **3. Vitiating Consent by Fraud**

#### **Article Fifty Seven**

The contracting party has the right to request nullification of the contract if he made a fundamental mistake that would otherwise not have agreed to contract, especially if the fundamental mistake was in the capacity of the place, the person with whom the contract was made, his capacity, or the legal ruling.

#### **Article Fifty Eight**

The mistake of the contracting party shall not be taken into account unless the other contracting party has made the same mistake with him or knew that he had made it, or if it was easy for him to discover it.

### **Article Fifty Nine**

A mere material error in calculation or writing does not affect the contract.

### **Article Sixty**

A person who has made a mistake has no right to adhere it in a way that contradicts what is required by good faith, and he is bound by the contract he intended to conclude if the other contracting party shows his willingness to implement this contract.

### **Article Sixty One**

1. Deception is when one of the contracting parties deceives the other by fraudulent means that lead him to conclude a contract that he would not otherwise have concluded.
2. Deliberate silence to hide a matter that the deceived person would not have entered into the contract had he known about it, is considered deception.

### **Article Sixty Two**

The deceived person may request the annulment of the contract if the deception was in a fundamental matter, but for him he would not have been agreed to contract.

### **Article Sixty Three**

If the deception was issued by non-contractors, the deceived person does not have to ask for the annulment of the contract. Unless it is proven that the other contracting party was aware of the deception or was supposed to know about it.

### **Article Sixty Four**

Coercion is threatening a person without right by means of material or moral means that frighten them and force them to act.

### **Article Sixty Five**

Coercion is achieved if the threat is of grave and imminent danger to the person of the coerced, his honor, or his money, or if the threat is directed at someone else and the coercion would not have concluded the contract had it not been for the coercion.

### **Article Sixty Six**

In estimating coercion, the age of the victim, his martial and health status, and every other circumstance that might affect the seriousness of coercion is taken into consideration.

### **Article Sixty Seven**

1. The coercive may request the annulment of the contract if coercion was issued by the other contracting party.
2. If the coercion was done by someone other than the contracting parties, then the coerced has no right to request the annulment of the contract. Unless it is proved that the other contracting party knew of the coercion or was supposed to know about it.

### **Article Sixty Eight**

If one of the contracting parties takes advantage of an apparent weakness or an urgent need in the other contracting party to conclude a contract that disadvantages him, then the court may, at the request of the aggrieved party and taking into account the circumstances of the case, reduce his obligations or increase the obligations of the other party or nullify the contract, and the lawsuit must be filed within (hundred and eighty) days from the date of the contract, otherwise it is refused to be heard.

### **Article Sixty Nine**

1. Inequity is the increase or decrease in consideration to an amount that is beyond the usual. In defining Inequity, it is due to custom.
2. The contracting party may not request the annulment of the contract solely on the grounds of Inequity, except for money that is incapacitated and deficient and what is required by the legal texts, and the other contracting party has the right to avoid annulment if he submits what the court deems sufficient to eliminate the Inequity.
3. It is not permissible to appeal on the grounds of Inequity in a contract concluded by way of auction.

### **Second. The Subject and Cause**

#### **Article Seventieth**

The object of the obligation may be the transfer of a real right or an action or refrain from action.

#### **Article Seventy One**

It is valid for the subject of the obligation to be a specific future thing of its kind and amount, and with the exception of the cases permitted by the legal texts, it is not correct for the estate of a living person to be the object of dealing, even if it was issued by him or with his consent.

#### **Article Seventy Two**

1. The subject matter of the obligation must fulfill the following conditions:
  - A. To be possible.

- B. Not to be contrary to public order.
  - C. It must be specific as itself, or in its type and amount, or subject to designation.
2. The contract is void if the conditions set forth in Paragraph (1) of this Article are not met in the subject.

### **Article Seventy Three**

1. If the contracting parties do not specify the amount of the object and the contract includes what the court can specify; I selected it accordingly.
2. If the two contracting parties do not agree on the degree of quality of the thing and there is no custom or circumstance; the debtor has committed to hand over something of average quality.

### **Article Seventy Four**

1. The contract may include any condition acceptable to the contracting parties if the conditions set forth in Paragraph (1) of Article (72) of this Law are met.
2. If the contract includes an invalid condition, the condition alone shall be invalid, and the contracting party has the right to request the invalidation of the contract if it turns out that he would not have been satisfied with the contract without that condition.

### **Article Seventy Five**

Any contract in which the reason for entering into a contract is illegitimate shall be null and void if it is stated in the contract or indicated by the circumstances of the contract.

### **Article Seventy Six**

Every contract whose cause is not mentioned is assumed to have a legitimate cause; Unless the evidence provides otherwise.

## **Section Two: Annulment and Invalidation of the Contract First: The right of annulment**

### **Article Seventy Seven**

If a legal provision gives one of the contracting parties the right to request the annulment of the contract; the other contracting party has no right to invoke this right.

### **Article Seventy Eight**

The right to request nullification of the contract shall be forfeited by express or implied permission if it is issued by a person who has this right, and if the contract is approved, the permit shall be based on the time of its conclusion.

### **Article Seventy Nine**

1. The lawsuit for annulment of the contract shall not be heard if (a year) has elapsed from the date of knowledge of the cause of the annulment, and if the annulment of the contract is due to lack of capacity or coercion, then after the expiration of (a year) from the date of completion of the capacity or the cessation of coercion.
2. With the exception of the case of incapacity, the lawsuit for nullification of the contract shall not be heard if (ten) years have elapsed from the date of the contract.

### **Article Eighty**

Each interested party may excuse the person who has the right to void the contract by expressing his desire to permit or void the contract within a period not less than (ninety) days from the date of notification. If the period has passed and he did not express his desire without an excuse; His right to annulment shall be forfeited.

### **Second: Invalidity**

#### **Article Eighty One**

1. If the contract is signed invalid, it is permissible for every interested party to insist on the invalidity, and the court may rule on it on its own, and the invalidity does not disappear with approval.
2. The claim for invalidity shall not be heard if (ten) years have passed from the date of the contract, but any interested party may plead the invalidity of the contract at any time.

### **Third: The Effects of Annulment and Invalidity of the Contract**

#### **Article Eighty Two**

In both cases of annulment or nullity of the contract, the contracting parties shall return to the state they were in before the contract, and if this is impossible, compensation may be ordered.

#### **Article Eighty Three**

In the two cases of annulment or invalidity of the contract due to lack of capacity of the contracting party or its non-existence, he is not required to return anything other than the considerable benefit accrued to him as a result of the implementation of the contract.

#### **Article Eighty Four**

If the contract is in part void or may be voided; only that part shall be invalidated, unless it appears that the contracting party would not have been satisfied with the contract without that part, in which case he may request the invalidation of the contract.

### **Article Eighty Five**

If the void contract contains the elements of another contract; this contract is concluded if it has been found that the will of the contracting parties was directed thereto.

### **Article Eighty Six**

1. The invalidation of the contract shall not be invoked against the private successor of the contracting party if he has acquired a real right compensated in good faith.
2. A private successor is considered to be in good faith if, at the time of contracting, he did not know the reason for nullifying the contract of his predecessor, and he would not have been able to know if he had exercised the care required by the circumstances of the situation from the usual person.

### **Section Three: POA in Contracting**

#### **Article Eighty Seven**

1. It is valid to contract by POA; unless the legal texts require otherwise.
2. The POA in contracting is consensual, judicial or legal.

#### **Article Eighty Eight**

The attorney may not exceed the limits of his mandate specified in the deed establishing it, whether the deed is a contract, a judicial ruling, or a legal text.

#### **Article Eighty Nine**

1. In contracting by POA, the person of the attorney is considered in the defects of consent, and in the effect of knowledge of the matters in which the provision of the contract differs between the knowledge and ignorance of the contracting party.
2. If the representative has an agreement and the principal gives the representative specific instructions to conclude the contract; the principal does not have the right to adhere to the ignorance of his deputy in matters of which knowledge or ignorance influences the contract as long as the principal knows or assumes knowledge of them.

#### **Article Ninety**

If the attorney contracts within the limits of his POA in the name of the principal, then the rights and obligations arising from the contract are added to the principal.

#### **Article Ninety One**

If the attorney did not inform the other contracting party at the time of the creation of the contract that he contracted in his capacity as a attorney; The effect of the contract is not added to the



principal as a creditor or debtor unless it is assumed that the one with whom the attorney contracted knew of the existence of the POA, or it was equal to him to deal with the principal or the attorney.

### **Article Ninety Two**

If the attorney and the other contracting party were ignorant of the end of the POA at the time of contracting; the contract is added to the principal.

### **Article Ninety Three**

The attorney may not contract with himself by virtue of his POA without being authorized to do so, whether the contract is with himself for his own account or for the account of others, and the principal may authorize the contract.

## **Section Four: Effects of the Contract**

### **Article Ninety Four**

1. If the contract was concluded properly, it may not be revoked or amended except by agreement or pursuant to a legal text.
2. The rights created by the contract shall be established immediately upon its conclusion, without contingent on the receipt or anything else; unless a legal text stipulates otherwise, the contracting parties must fulfill what the contract required of them.

### **Article Ninety Five**

1. The contract must be executed in accordance with its contents and in a manner consistent with what is required by good faith.
2. The contract is not limited to obligating the contracting party to what is stated therein, but includes what is among its requirements in accordance with what is required by the legal texts, custom and the nature of the contract.

### **Article Ninety Six**

If the contract is made by acquiescence and includes arbitrary terms; the court may amend it or exempt the compliant party from it, according to what is required by justice. Null and void any agreement to the contrary.

### **Article Ninety Seven**

1. If general exceptional circumstances arise that could not have been foreseen at the time of the contract, and as a result of their occurrence, the implementation of the contractual obligation becomes burdensome for the debtor to the extent that it threatens him with a heavy loss; He may - without unjustified delay - invite the other party to negotiate.

2. The request for negotiation does not entitle the debtor to refrain from performing the obligation.
3. If no agreement is reached within a reasonable period of time; the court may, according to the circumstances and after balancing the interest of the two parties, reduce the burdensome obligation to a reasonable extent.
4. Any agreement contrary to the provisions of this article shall be null and void.

#### **Article Ninety Eight**

1. The effect of the contract goes to the contracting parties and the general successor, without prejudice to the provisions pertaining to inheritance. Unless it appears from the contract, the nature of the transaction, or the legal texts that this effect does not extend to the general successor.
2. If the contract creates personal obligations and rights related to something that is then transferred to a special successor, then these obligations and rights are transferred to him at the time that thing is transferred if they were among his requirements and the special successor was aware of them at the time that thing was transferred to him.

#### **Article Ninety Nine**

The contract does not create an obligation for a third party, but it is permissible for him to acquire a right.

#### **Article One Hundred**

1. If a person undertakes to make a third party comply with an order, that third party is not bound thereby.
2. If a third party accepts that undertaking, its acceptance shall have no effect except from the time of its issuance; unless it appears that he intended, expressly or implicitly, that the effect of this acceptance be based on the time of the undertaking.
3. If a third party refuses that undertaking, the obligor is obliged to compensate the obligee if that is required, and the obligor may get rid of the compensation by executing the obligation he undertook if that was possible.

#### **Article One Hundred One**

1. A person may contract in his name commitments that he stipulates for the benefit of others if he has a personal interest, material or moral, in carrying out these obligations.
2. The stipulation in the interest of a third party results in the third party acquiring a direct right against the obligor that he can demand from him to fulfill it, unless otherwise agreed upon, and the obligor may uphold the defenses arising from the contract against the beneficiary.

3. The stipulator may demand that the obligor implement what was stipulated in the interest of the beneficiary.

#### **Article One Hundred Two**

1. The stipulator, without his creditors or heirs, may revoke the stipulation, substitute another beneficiary for the first, or transfer the benefit to himself. Unless the beneficiary informs the obligor or the stipulator of his acceptance of what was stipulated for him, or if this is detrimental to the interest of the obligor, all of this unless otherwise agreed upon.
2. The reversal of the condition does not result in the obligor's release from liability towards the stipulator, unless it is expressly or implicitly agreed upon his innocence.

#### **Article One Hundred Three**

In stipulating in favor of third parties, it is permissible for the beneficiary to be a future person or to be a person who is not designated at the time of the contract if it is possible to be appointed upon fulfillment of the stipulated obligation.

#### **Section Five: Interpretation of the Contract**

##### **Article One Hundred Four**

1. If the phrase of the contract is clear, its meaning is not altered under the pretext of interpreting it in search of the will of the contracting parties.
2. If there is room for interpretation of the contract, the common will of the contracting parties must be considered, without being satisfied with the literal meaning of the words, and this is guided by custom, the circumstances of the contract, the nature of the transaction, what is customary in dealing among the two contracting parties, their condition, and what should prevail of trust between them, and the terms of the contract are explained each other by giving each condition a meaning that does not conflict with other conditions.
3. The doubt is interpreted in favor of the one who bears the burden of the obligation or the condition, and in the contracts of adhesion it is interpreted in the interest of the obedient party.

#### **Section Six: Termination and Dissolution of the Contract First: Dismissal**

##### **Article One Hundred Five**

The contracting parties may abandon the contract with their consent in all or part of the subject, and the terms of the contract apply to the termination.

## **Second: The Option of the Condition**

### **Article One Hundred Six**

1. It is permissible to contract on the condition of the option to abandon the contract, and the one who has the option has the right to withdraw within the specified period, provided that the other contracting party is notified.
2. The option to renounce the contract is forfeited by expressly or implicitly forfeiting it by the one who has the option, and it forfeits with the lapse of the option period without renunciation.

## **Third: Breach of Commitment**

### **Article One Hundred Seven**

In contracts that are binding on both parties, if one of the contracting parties fails to fulfill his obligation, the other contracting party may, after notifying the breaching contract, request execution or termination of the contract, with compensation in both cases if required. The court may reject the termination request if the part that the violator did not fulfill is of little importance in relation to the obligation.

### **Article One Hundred Eight**

It may be agreed that the creditor shall have the right to rescind the contract upon the debtor's breach of his obligations without the need for a judicial ruling.

### **Article One Hundred Nine**

Netting contracts are concluded on the basis that the subject matter of the contract is free of defects, except for what has been tolerated by custom. If a defect is found in the object, custom has not been tolerated. This shall be = a breach of obligation.

## **Fourth: The Impossibility of Implementation**

### **Article One Hundred Ten**

1. In contracts binding on both parties, if the implementation of the obligation becomes impossible for a reason beyond the control of the debtor, his obligation and the corresponding obligation lapse, and the contract is automatically rescinded.
2. If the impossibility is partial, the obligation expires in the impossible part and its equivalent only. This provision applies to temporary impossibility in temporary contracts. In both cases, the creditor may request termination of the contract, and the court may reject the request for termination if the impossible amount is of little importance in relation to the obligation.

## **Fifth: Effects of Termination and Dissolution of the Contract**

### **Article One Hundred Eleven**

1. In both cases of termination or dissolution of the contract, the two contracting parties shall return to the state they were in prior to the contract, and if this is impossible, the court may order compensation.
2. If the contract is a temporary contract, the termination or dissolution shall not have a retroactive effect, and the court may order compensation if it is deemed necessary.

### **Article One Hundred Twelve**

Termination of the contract is not invoked against the private successor of the contracting party if he has acquired a real right in good faith.

### **Article One Hundred Thirteen**

Without prejudice to the legal texts, the termination of the contract does not nullify the obligation to settle the dispute, nor the condition of confidentiality. Unless otherwise agreed.

## **Sixth: Plea in Non-Implementation**

### **Article One Hundred Fourteen**

In contracts that are binding on both parties, if the corresponding obligations are due for fulfillment, it is permissible for either of the contracting parties to refrain from implementing his obligation as long as the other contracting party refrains from implementing what he is obligated to do.

## **Chapter Two: Acting Unilaterally**

### **Article One Hundred Fifteen**

A person may abide by his unilateral will, in the cases determined by the legal texts.

### **Article One Hundred Sixteen**

The provisions of the contract apply to disposal by unilateral will, except for those related to the need for two identical wills to create the obligation, unless the legal texts stipulate otherwise.

### **Article One Hundred Seventeen**

1. Whoever makes a promise to the public of a specific reward for a specific work, undertakes to give the award to whoever performs this work in accordance with the announced

conditions, even if he does it without looking at the promise of the award or without knowledge thereof.

2. If the promisor does not specify a time deadline for carrying out the work, he may retract his promise if he announces it in the manner in which he directed the promise or announces it to all parties, and the retraction of the promisor does not affect the entitlement of the reward to the one who completed the required work before announcing the retraction, and the claim for the reward shall be forfeited if (ninety) days have elapsed from the date of announcing the retraction.

### **Chapter Three: The Harmful Act**

#### **Article One Hundred Eighteen**

Taking into account the liability provisions contained in special legal texts; the provisions of this chapter shall apply to the liability arising from the harmful act of a natural or legal person.

#### **Article One Hundred Nineteen**

Civil liability does not prejudice penal liability, and the penalty has no effect on determining the scope of civil liability and estimating compensation.

The First Section: The Responsibility of the Person for His Own Action

#### **Article One Hundred Twenty**

Every mistake that causes harm to others requires compensation from the person who committed it.

#### **Article One Hundred Twenty One**

If the harmful act is from his direct; the damage is deemed to have arisen because of that act; unless the evidence provides otherwise.

#### **Article One Hundred Twenty Two**

1. A person is liable for the harmful act if it was committed by him while he was discerning.
2. If the damage was caused by someone who did not discriminate and there was no one responsible for the damage, or if it was impossible to obtain compensation from the person responsible, the person who did not discriminate shall be liable for appropriate compensation as estimated by the court.

#### **Article One Hundred Twenty Three**

Whoever causes harm while in a state of legitimate self-defense, honor, or property; he shall be irresponsible, provided that his defense did not go beyond what was necessary to ward off the assault, or else he was bound to compensate as much as the court thought fit.

#### **Article One Hundred Twenty Four**

Whoever causes harm to others in order to avoid greater harm imminent to him or to others; He shall not be obligated to compensate only to the extent that the court deems appropriate.

#### **Article One Hundred Twenty Five**

A person is not liable if it is proved that the damage arose from a cause beyond his control, such as force majeure, the fault of a third party, or the fault of the injured party; unless otherwise agreed.

#### **Article One Hundred Twenty Six**

A public employee shall not be responsible for his work that harms others, if he performs it in implementation of a legal text or an order issued to him by his superior, when obedience to this text or order is obligatory upon him, or he believes for acceptable justifications that it is obligatory, and he proves that he had reasonable reasons that made him believe the legitimacy of the work he did, and that he observed in his work the side of caution.

#### **Article One Hundred Twenty Seven**

If there are several persons responsible for a harmful act, they are jointly liable in their obligation to compensate the damage, and the court shall determine the share of each of them in the compensation in accordance with the rules set forth in this chapter, and if this is not possible, the responsibility shall be equally among them.

#### **Article One Hundred Twenty Eight**

If the person harmed by his fault participated in causing the damage or increased it, his right or some of his right to compensation shall be forfeited, in proportion to his participation therein.

### **Section Two: Responsibility for the Actions of Others**

#### **Article One Hundred Twenty Nine**

1. A person who is required by law, agreement or judiciary to supervise a person due to his young age or the deficiency of his mental or physical condition; He is liable for the damage caused by that person, unless the person in charge of control proves that he has performed the duty of control with the due diligence or that the damage would have occurred even if he had performed this duty with the due diligence.
2. The superior shall be liable to the harmed person for the harm caused by his subordinate through his fault while performing his work or because of this act, if the subordinate has actual authority to supervise and direct the subordinate even if the superior is not free to choose his subordinate.

3. Whoever paid compensation for the person from whom the damage occurred in the two cases provided for in paragraphs (1) and (2) of this article has the right to recourse against him within the limits in which that person is responsible for compensating the damage.

### **Third Section: Liability for Damage Caused By Things**

#### **Article One Hundred Thirty**

The animal keeper is responsible for compensating the damage caused by the animal; Unless it is proven that the damage was due to an unrelated cause.

#### **Article One Hundred Thirty One**

The building custodian shall be responsible for compensating the damage caused by the destruction of all or part of the building; Unless it is proven that the damage was not caused by negligence in maintenance, age in construction, or a defect in it.

#### **Article One Hundred Thirty Two**

Whoever takes custody of things that require special care - by their nature or according to legal texts - to prevent their damage; He was responsible for the damage caused by those things, unless he proves that the damage was due to a cause beyond his control.

#### **Article One Hundred Thirty Three**

Anyone who is threatened with damage from a specific thing may demand that his guard take the necessary measures to ward off his danger. If he does not take these measures in a suitable time, then whoever is threatened by danger may obtain the court's permission to carry out them at the owner's expense. In case of urgency, he may take the necessary measures without the permission of the court.

#### **Article One Hundred Thirty Four**

He is considered a custodian of the thing who has actual authority over him personally or through others, even if the custodian is indistinguishable. It is assumed that the owner of the thing is his custodian, unless he proves that the custodianship has been transferred to someone else.

#### **Article One Hundred Thirty Five**

The use of the right to public benefits is restricted to the safety of others, so whoever uses his right in a public benefit and causes harm to others that can be avoided, he is responsible for that harm.



## **Section Four: Compensation for Damage**

### **Article One Hundred Thirty Six**

Compensation shall be for the compensation of the damage in full; This is by returning the victim to the situation in which he was or would have been in had the damage not occurred.

### **Article One Hundred Thirty Seven**

The damage for which the official is obligated to compensate shall be determined by the extent of the loss incurred by the aggrieved party and the lost gain, if that was a natural result of the harmful act. It shall also be considered if the aggrieved party was not able to avoid it by exerting the reasonable effort required by the circumstances of the case from the usual person.

### **Article One Hundred Thirty Eight**

1. Compensation for a harmful act includes compensation for moral damage.
2. Moral harm includes sensory or psychological harm to a natural person, as a result of infringement on his body, freedom, honor, reputation, or social status.
3. The right to compensation for moral damage shall not be transferred to a third party unless its value is determined by virtue of a legal text, agreement or court ruling.
4. The court assesses the moral damage suffered by the victim, taking into account the type and nature of the moral damage and the person of the aggrieved party.

### **Article One Hundred Thirty Nine**

1. Compensation shall be assessed in cash, provided that the court may, depending on the circumstances and upon the request of the aggrieved party, order compensation in kind or restore the situation to what it was, or order a specific order related to the harmful act.
2. It is permissible to order the compensation to be paid in installments or in the form of a fixed income, and in these two cases the court may rule to oblige the debtor to provide sufficient security.

### **Article One Hundred Forty**

If the harmful act results in severe damage that makes it impossible to return the thing for its intended use; the aggrieved party may keep it or leave it to the person who damaged it, and claim compensation in both cases.

### **Article One Hundred Forty One**

If the court is unable to assess the compensation in a final manner, it may decide a preliminary estimate of the compensation while preserving the right of the aggrieved party to claim a reconsideration of the compensation estimate within a period it specifies.

### **Article One Hundred Forty Two**

If the damage is caused to the soul or something less than it, then the amount of compensation for the injury itself is determined according to the provisions of the guarantee assessed in the Islamic Sharia in the crime against the person and something less.

### **Article One Hundred Forty Three**

1. A claim for compensation resulting from a harmful act shall not be heard after the lapse of (three) years from the date on which the aggrieved party became aware of the occurrence of the damage and who is responsible for it. In all cases, the lawsuit shall not be heard after the lapse of (ten) years from the date of the occurrence of the damage.
2. If the compensation claim arises from a crime; He does not abstain from hearing it as long as the criminal case has not declined to be heard.

### **Chapter Four: Enrichment for No Reason**

#### **Article One Hundred Forty Four**

Every person - even if he is not discriminating - gets rich without a legitimate reason at the expense of another person, and within the limits of what he has enriched, he is obliged to compensate this person for the loss he suffered, and this obligation remains in place even if the enrichment ceases later.

#### **Section One: Paying What Is Not Due**

#### **Article One Hundred Forty Five**

1. Whoever receives for payment what is not due to him must return it.
2. There is no subject to restitution if the one who made the payment knows that he is paying what is not due, unless he is incapacitated or compelled to make this payment.

#### **Article One Hundred Forty Six**

It is valid to recover what is not due if the fulfillment is in execution of an obligation whose cause has not been realized or ceased after its realization, or if the fulfillment was in execution of an obligation whose term has not expired and the payer was ignorant of the existence of the term.

#### **Article One Hundred Forty Seven**

There is no place for recovering the undeserved if the payment was made by someone other than the debtor and it resulted that the creditor, in good faith, was stripped of the debt bond or of the guarantees he obtained, or abandoned his claim against the original debtor until the expiry of the period specified for hearing it, and the third party who paid may return the debt to the original debtor according to the provisions of this law.

### **Article One Hundred Forty Eight**

If the one who receives what is not due was in good faith, then he is not obligated to return anything except what he received, and if he was in bad faith, then he is obligated to return what he received and the fruits that he received and that he failed to collect, and that is from the day he became in bad faith.

### **Article One Hundred Forty Nine**

If the capacity to contract is not available to the one who receives what is not due, then he is not obligated except to the extent that he has enriched.

### **Section Two: Crediting**

#### **Article One Hundred Fifty**

Crediting is for a person to intentionally undertake an urgent matter for the account of another person, without being obligated to do so.

#### **Article One Hundred Fifty One**

Crediting is achieved, even if the credited person, while assuming a matter for himself, takes over the affairs of another, because there is a connection between the two affairs that prevents one of them from being carried out separately from the other.

#### **Article One Hundred Fifty Two**

The provisions of POA shall apply if the beneficiary permits what the credited person has done.

#### **Article One Hundred Fifty Three**

The credited person must continue with the work he started until the beneficiary is able to do it himself, and he must inform the beneficiary of his intervention as soon as he is able.

#### **Article One Hundred Fifty Four**

The credited person must exercise the care of the usual person, and be responsible for the damage arising from his mistake, and the court may reduce the compensation if there is a justification for that.

#### **Article One Hundred Fifty Five**

If the credited person entrusts all or part of the work to another, he is responsible for the actions of the person entrusted to him, without prejudice to the right of the beneficiary to refer directly to the person entrusted to him.

### **Article One Hundred Fifty Six**

The credited person is obligated to return what happened to him because of the Crediting and to provide an account of what he did to the beneficiary.

### **Article One Hundred Fifty Seven**

1. The credited person is considered to be the representative of the beneficiary if he has exercised in carrying out the work the care of the usual person, even if the desired result has not been achieved. In this case, the beneficiary must implement the commitments that the credited person has made for his account, compensate him for the commitments he has committed to, and reimburse him for the necessary and beneficial expenses that justified by the circumstances and to compensate him for the damage he sustained as a result of his work.
2. A credited person is not entitled to a wage for his work unless it is part of his profession.

### **Article One Hundred And Fifty Eight**

1. If the credited person dies, it is obligatory upon his heirs - if they have the capacity - or their representative and they were aware of the Crediting; To inform the beneficiary of the death of their beneficiary, and to take whatever measures are necessary for his benefit.
2. If the beneficiary dies, the credited person remains committed to the heirs with what he was committed to towards their inheritance.

### **Section Three: Not Hearing the Case**

### **Article One Hundred And Fifty Nine**

The lawsuit resulting from enrichment without cause or payment of what is not due or surplus shall not be heard after the lapse of (three) years from the date of the creditor's knowledge of his right. In all cases, the case shall not be heard after the lapse of (ten) years from the date the right arose.

### **Chapter Five: The Law**

### **Article One Hundred Sixty**

Obligations that arise directly from the law alone are subject to the legal texts that created it.

### **Part Two: Effects of Commitment**

### **Article One Hundred And Sixty One**

The debtor must implement his obligation when it becomes due, and if he refuses, it will be enforced against him when compulsory execution fulfills its statutory conditions.

### **Article One Hundred Sixty Two**

If the obligation does not fulfill the statutory conditions for its compulsory execution, it remains outstanding as a debtor's debt. If he fulfills it voluntarily, his fulfillment is valid and is not considered a donation or payment to someone who is not entitled.

### **Article One Hundred Sixty Three**

The debt-based obligation is considered a valid basis on which the debtor builds a legal obligation.

## **Chapter One: Execution In Kind**

### **Article One Hundred And Sixty Four**

1. The debtor, after being notified, is obliged to implement his obligation in kind whenever possible.
2. If the specific execution is burdensome to the debtor, the court may, based on his request, limit the creditor's right to requiring compensation if that does not cause him serious harm.

### **Article One Hundred Sixty Five**

1. If the right relates to a specific thing by type and not by its essence, then it is not specific to something in itself of that kind except by its specificity.
2. If the debtor does not fulfill his obligation, the creditor may obtain something of this kind at the debtor's expense, with or without the court's permission in case of urgency, without prejudice to the creditor's right to compensation.

### **Article One Hundred Sixty Six**

1. The obligation to transfer a real right includes the obligation to deliver the thing and to preserve it until it is delivered. If the debtor does not deliver it until it is lost or damaged, the consequences will be on him.
2. If the subject matter of the obligation is work and includes the hand over of an object and the debtor does not deliver it after giving an excuse until it is lost or damaged; It had a consequence for him; Unless it is proven that the loss or damage will occur even if the thing is handed over to the creditor.

### **Article One Hundred Sixty Seven**

If the obligation is an action, the following provisions apply to its implementation:

- a) If the agreement stipulates or the nature of the work requires that the debtor perform the obligation himself, the creditor may refuse payment from someone other than the debtor.
- b) If the debtor does not perform his obligation, the creditor may request permission from the court to perform the obligation at the expense of the debtor if such execution is possible,

and the creditor may, in case of urgency, execute the obligation at the expense of the debtor without the permission of the court.

- c) The court ruling shall replace the execution of the work if the nature of the obligation so requires.

### **Article One Hundred Sixty Eight**

If what is required of the debtor is to preserve the thing, manage it, or exercise caution in executing his obligation, then he will have fulfilled the obligation if he exerted in implementing it the care of the usual person, even if the intended purpose was not achieved, unless a legal text stipulates otherwise, but if what is required is Achieving a goal is not considered fulfillment unless that goal is achieved.

### **Article One Hundred Sixty Nine**

If the debtor undertakes to abstain from an act and breaches this obligation, the creditor may request the removal of what occurred in violation of the obligation with compensation if he is required, and he may request permission from the court to carry out this removal at the expense of the debtor.

## **Chapter Two: Execution By Way Of Compensation**

### **Article One Hundred Seventy**

1. Compensation shall be ordered for the debtor for non-payment if it is impossible to implement in kind, including if the debtor delays it until it becomes unfeasible for the creditor.
2. If the debtor is late in performing his specific obligation, the creditor may specify for him a reasonable period for performance. If he does not perform, the creditor may claim compensation for non-fulfillment.
3. Compensation shall not be awarded in accordance with paragraphs (1) and (2) of this Article if the debtor proves that the non-payment is due to a reason beyond his control.

### **Article One Hundred Seventy One**

If the debtor is late in fulfilling his obligation, he must compensate the creditor for any damage caused to him as a result of the delay, unless it is proved that the delay in fulfillment is due to a cause beyond his control.

### **Article One Hundred Seventy Two**

If the creditor participates by his fault in causing the damage resulting from non-execution or delay thereof, or increases that damage, the provisions of Article (128) of this Law shall apply.

### **Article One Hundred Seventy Three**

1. It is permissible to agree to exempt the debtor from compensation for damage arising from non-fulfillment of his contractual obligation or delay in it, unless it is due to fraud or gross error on his part.
2. It is not permissible to agree on exemption from liability resulting from the harmful act.

### **Article One Hundred Seventy Four**

It may be agreed that the debtor shall bear the consequences of force majeure.

### **Article One Hundred Seventy Five**

Compensation is due only after warning the debtor; Unless there is an agreement or legal text to the contrary.

### **Article One Hundred Seventy Six**

Notifying the debtor is not required in the following cases:

- a. If the two parties agree explicitly or implicitly to consider the debtor excused as soon as the deadline has expired.
- b. If the performance of the obligation becomes impossible or unfeasible due to the debtor's actions.
- c. If the object of the obligation is compensation resulting from the harmful act.
- d. If the object of the obligation is to return something that the debtor received without right and he is aware of that.
- e. If the debtor declares in writing that he will not fulfill his obligation.

### **Article One Hundred Seventy Seven**

The notice shall be by any means agreed upon between the contracting parties, or by any means prescribed as a system for notification, including the filing of a lawsuit or any other judicial procedure.

### **Article One Hundred Seventy Eight**

The contracting parties may fix in advance the amount of compensation by stipulating it in the contract or in a subsequent agreement; Unless the subject matter of the obligation is a monetary sum, and the entitlement to compensation does not require notice.

### **Article One Hundred Seventy Nine**

1. The agreed compensation is not due if the debtor proves that the creditor has not suffered any damage.

2. The court may, based on the debtor's request, reduce this compensation if it is proven that the agreed compensation was exaggerated or that part of the original obligation has been fulfilled.
3. The court may, based on the creditor's request, increase this compensation to what is equal to the damage if it is proved that the damage exceeded the amount of the agreed compensation as a result of fraud or gross error on the part of the debtor.
4. Any agreement that contravenes the provisions of this Article shall be null and void.

### **Article One Hundred Eighty**

If the compensation is not estimated in the contract or legal text; His court capacity is in accordance with the provisions of Articles (one hundred and Thirty Sixth), (one hundred Thirty Seventh), (one hundred Thirty Eighth) and (one hundred and Thirty Nine) of this Law. However, if the obligation stems from the contract, the debtor who has not committed fraud or gross error is only obligated to compensate the damage that would normally have been foreseen at the time of the contract.

## **Chapter Three: Guarantees of Obligation Implementation**

### **Article One Hundred Eighty One**

1. All the debtor's money is a guarantee for the fulfillment of his debts, and all creditors are equal in this guarantee, and none of them has priority except by a legal text.
2. It is permissible to agree between the creditors to determine the priority in the collection of debts in a manner that does not contradict with the legal texts.

### **Section One: The Creditor's Use of His Debtor's Rights (Indirect Lawsuit)**

#### **Article One Hundred Eighty Two**

1. Every creditor, even if his right is not payable, may use the rights of his debtor, except for what is related to his person in particular or is not subject to attachment, and that is if the debtor does not use these rights and that would lead to an increase in his debts over his money.
2. It is not necessary for the creditor to use the rights of his debtor to notify this debtor, but if a lawsuit is filed in the name of the debtor, he must be included in it.
3. The creditor is deemed to represent his debtor in the use of his rights, and every benefit accruing from the use of these rights is from the debtor's money and a guarantee for all his creditors.



## **The Second Section: The Claim That the Debtor's Actions Are Not Enforceable Against His Creditors**

### **Article One Hundred Eighty Three**

1. If the debtor disposes in a way that results in his debts exceeding his money, then every creditor whose right is due for payment and who was harmed by the disposal has a request to prevent the enforcement of this disposal against him if the disposal was a donation, or if it was a net worth, and the debtor and his successor the compensator know that the debt has been cleared.
2. The provisions of Paragraph (1) of this Article shall apply to the disposition of the successor if his disposition was a donation or a net exchange, and the disposition to him is aware of the clearing of the debt.

### **Article One Hundred Eighty Four**

Whoever receives a right from the debtor whose debts surround his funds may get rid of the action to prevent the enforcement of the disposition if he deposits an equivalent consideration with the authority specified by the Minister of Justice.

### **Article One Hundred And Eighty-Five**

1. If the debtor, whose debts surround his funds, acts with the intention of only favoring one creditor over another without right, then this will only result in depriving the creditor of this advantage.
2. If the debtor, whose debts surround one of his creditors, pays his debts before the maturity date, the other creditors may request that the payment not be enforceable against them. However, if the debtor pays the debt after the maturity date, then the creditors shall not have the right to request the non-execution of the payment unless it was made with collusion between the debtor and the creditor who refund.

### **Article One Hundred Eighty Six**

If the creditor claims that the debt is covered by the debtor's money, then the creditor is only required to prove the amount of the debt owed by the debtor, and the debtor has the right to pay the limitation lawsuit if he proves that he has funds equal to the amount of those debts or more than that.

### **Article One Hundred Eighty-Seven**

If it is decided that the disposal of the debtor whose debts surround his money is not enforceable; this benefited all creditors who were harmed by this act.

### **Article One Hundred Eighty Eight**

The lawsuit for non-enforceability of the disposition shall not be heard after the lapse of (one year) from the date of the creditor's knowledge of the reason for the non-enforceability, and in all cases the lawsuit shall not be heard after the lapse of (ten) years from the date of the disposition.

### **Article One Hundred Eighty Nine**

1. If a fictitious contract was concluded, the creditors of the contracting parties and the private successor, if they are in good faith, may invoke the fictitious contract, and they may also invoke the disguised contract and establish the fictitious contract that harmed them.
2. If the interests of the concerned parties conflict, and some of them adhere to the apparent contract and others adhere to the hidden contract, preference is given to those who adhere to the apparent contract.

### **Article One Hundred Ninety**

If the two contracting parties cover up a real contract with an apparent contract, then the contract in force between the contracting parties and the general successor is the real contract.

### **Section Three: Withholding Money**

#### **Article One Hundred Ninety**

Anyone who is obligated to perform something may refrain from fulfilling it as long as the creditor has not fulfilled an obligation he owes that arose because of the debtor's obligation and was related to him, and the creditor did not provide sufficient guarantee for the fulfillment of this obligation.

#### **Article One Hundred Ninety Two**

Anyone who spends necessary or useful expenditures on someone else's property while he is under his possession in a lawful manner has the right to lock him up until he recovers what is due to him.

#### **Article One Hundred Ninety Three**

1. Whoever withholds something must keep it and give an account of its maintain.
2. If the impounded object is feared of perishing or being damaged, or if the period of its confinement is prolonged by custom; the one who is in custody may sell it after the permission of the court, or without its permission in case of urgency, and his right in detention is transferred to its price.

#### **Article One Hundred Ninety Four**

The right to seize a thing does not give the seizing person a priority in obtaining his right from it.

### **Article One Hundred Ninety Five**

1. The right to confinement expires when the confiscated object is destroyed, or the confiscator receives his right from his debtor, or the confiscation of the object is out of his possession.
2. To the person holding the thing if it came out of his possession without his knowledge or despite his opposition; To request the court to recover it within (thirty) days from the date on which he learned that it was released from his hand and before the expiration of (one year) from the date of his exit.

### **Section Four: Insolvency**

#### **Article One Hundred Ninety Six**

The insolvency of the debtor shall be governed by the relevant statutory texts.

### **Chapter Three: Descriptions contingent on the obligation Chapter One: The Condition and the Term Section One: The Condition**

#### **Article One Hundred Ninety Seven**

An obligation is dependent on a condition if its existence or demise is based on a possible future event.

#### **Article One Hundred Ninety Eight**

If the obligation is related to a factual matter, the obligation is considered fulfilled, and if it is related to an impossible matter, the condition is considered invalid, and the obligation on which it is commented is invalidated.

#### **Article One Hundred Ninety Nine**

An obligation does not arise if it is commented on a condition with the intent of commenting on it to incite an illegal matter.

#### **Article Two Hundred**

An obligation is not valid if it is attached to a suspensive condition that makes the existence of the obligation dependent on the pure will of the obligor.

#### **Article Two Hundred and One**

An obligation dependent on a suspensive condition is not enforceable unless the condition on which the condition is suspended is fulfilled, and the obligation prior to the realization of the condition is not enforceable, and the creditor may take measures to preserve his right.

### **Article Two Hundred And Two**

The fulfillment of the rescinding condition results in the cessation of the obligation, and the creditor is required to return what he took. If the return is impossible for a reason for which he is responsible, he is obliged to compensate, and the management actions issued by the creditor remain effective despite the fulfillment of the condition.

### **Article Two Hundred And Three**

If the condition is fulfilled, its effect is based on the time at which the obligation arose, unless it appears from the will of the contracting parties or from the nature of the contract that the existence or demise of the obligation is only at the time in which the condition is fulfilled, and also if the implementation of the obligation before the fulfillment of the condition is not possible for a reason beyond the control of the debtor.

### **Section Two: The Term**

#### **Article Two Hundred And Four**

1. An obligation is for a term if its execution or expiration is a consequence of a future matter that is certain to occur.
2. An obligation added to a term is only enforceable when the term has expired. The creditor may, before the maturity date, take measures to preserve his right, including requesting a security if he fears the debtor's insolvency and relies on an acceptable reason.
3. The expiry of the rescinding term shall result in the cessation of the obligation without this lapse having a retroactive effect.

#### **Article Two Hundred And Five**

The debtor's right is forfeited in the term if he is judged insolvent, or if he does not provide the agreed debt guarantees, or if those guarantees are diminished by his action or for a reason beyond his control; Unless he hasten to complete it.

#### **Article Two Hundred And Six**

1. The payment of the debt may be expedited by the one in whose interest the term is due, unless the expediting causes harm to the other party.
2. When there is doubt as to whether the term is in the interest of the debtor or the creditor, the principle is that it should be prepared in the interest of the debtor.
3. If the debtor settles the debt before the maturity date, and then the receiver becomes due, the debt is returned as deferred.

### **Article Two Hundred And Seven**

A deferred debt does not become due with the death of the creditor, and it becomes due with the death of the debtor unless the debt is documented by a security in kind, or the heirs provide a sufficient security in kind or in person, or the creditor agrees to keep his debt deferred.

### **Article Two Hundred And Eight**

If the debtor's right to the term lapses in accordance with what is required by the legal texts, and it turns out that the term has an effect on increasing the amount of the debt when creating the contract; The court shall reduce this increase, taking into consideration the amount of the term forfeited, the reason for its forfeiture and the nature of the transaction.

### **Article Two Hundred And Nine**

If it is clear from the agreement that the fulfillment will only take place at the time of solvency, the court shall set a time limit that is likely to be able to pay, taking into account the current and future resources of the debtor and what is required by the care of the person who is keen to fulfill his obligation, and when his ability is proven, the term is forfeited.

## **Chapter Two: Multiple Subject Of Obligation**

### **Article Two Hundred And Ten**

1. An obligation is optional if its object includes multiple things that discharge the debtor from his obligation once he performs one of them, and the choice is for the debtor unless there is an agreement or legal provision to the contrary.
2. If the one who has the option, creditor or debtor, refuses to make the choice, or there are more than one person who has the option, creditor or debtor, and they do not agree; The court set a deadline for specifying the object of the obligation. If the deadline expires without being specified, the option passes to the other party.

### **Article Two Hundred And Eleven**

1. An obligation is in lieu if its object includes only one thing, with the debtor's right to perform something else instead.
2. The principal, not the substitute, is the only subject of the obligation, and it determines its nature.

## **Chapter Three: Multiple Parties to the Obligation. Section One: Solidarity of Creditors**

### **Article Two Hundred And Twelve**

Solidarity between creditors can only be established by agreement or legal text.

### **Article Two Hundred And Thirteen**

1. The joint creditors jointly or severally may claim the debtor for the entire debt.
2. The debtor may object to the claim of one of his joint creditors with the objections related to this creditor and the aspects common to all creditors, and he may not object to him with the objections related to another creditor.

### **Article Two Hundred And Fourteen**

All that is received by one of the joint creditors shall belong to all of them, and they shall have a share in it, unless a legal provision or an agreement to the contrary is established.

### **Article Two Hundred And Fifteen**

The debtor may pay his debt to any of the joint creditors, unless one of them excuses him for not paying his share to a specific creditor, and this does not result in harm to the debtor.

### **Article Two Hundred And Sixteen**

If the debtor is discharged from his liability towards one of the joint creditors for a reason other than payment, his liability towards the rest of the creditors shall only be discharged to the extent of the share of that creditor.

### **Article Two Hundred And Seventeen**

If one of the joint creditors performs an act that may harm the other creditors, this act shall not be executed against them.

### **Article Two Hundred And Eighteen**

The solidarity of the creditors does not preclude the division of the debt between the heirs of any of them, and the solidarity in the whole debt is transferred to each heir according to his share of the estate, unless the debt is indivisible, in which case the solidarity is transferred to each heir in the entire debt.

## **Section Two: Common Debt**

### **Article Two Hundred And Nineteen**

A debt is joint between several creditors if its cause is united. A joint debt is considered a debt that devolves by inheritance to more than one heir.

### **Article Two Hundred And Twenty**

Each of the partners in the joint debt has a claim to the extent of his share in it, and the rest of the partners may share with him what he received in proportion to the share of each of them, and

follow the debtor with what remains; Unless one of the partners left to the receiver what he received, explicitly or implicitly, on the condition that he follow the debtor with his share, in this case he does not have the right to return to his partner.

### **Article Two Hundred And Twenty One**

If one of the partners receives his share in the joint debt and then disposes of it, then the other partners have the right to return to him their share in it, and if it perishes in his hand through no fault of his, he is not obliged to compensate the partners for their shares of what he received, and he will have fulfilled his share, and what remains of the debt owed by the debtor belongs to the other partners.

### **Section Three: Debtors Solidarity**

#### **Article Two Hundred And Twenty Two**

Solidarity between debtors can only be established by agreement or legal text.

#### **Article Two Hundred And Twenty Three**

Solidarity is achieved between the debtors, even if the debt of some of them is deferred or suspended on a condition or linked to any description affecting it, and the debt of others is completed or devoid of that description.

#### **Article Two Hundred And Twenty Four**

If one of the joint debtors pays the debt, he and the rest of the debtors are discharged.

#### **Article Two Hundred And Twenty Five**

1. The creditor may claim his debt from all or some of the joint debtors, provided that in his claim he takes into account the description in his relationship with each debtor affecting the debt.
2. The claim of one of the joint debtors shall not preclude the claim of the rest.
3. Each joint and several debtor may object when asked to settle the points of objection that are specific to him or common to the debtors only.

#### **Article Two Hundred And Twenty Six**

The joint debtor may not invoke the set-off between the creditor and another joint debtor except to the extent of the share of this other debtor.

### **Article Two Hundred And Twenty Seven**

If the share of one of the joint debtors in the debt expires by union; The debt does not expire with respect to the rest of the debtors except to the extent of the share of this debtor.

### **Article Two Hundred And Twenty Eight**

1. If the creditor releases one of the joint debtors from the debt only, he and the remaining debtors are discharged to the extent of his share and his joint liability remains.
2. If the creditor discharges one of the joint debtors from the joint liability, only his debt remains in his possession and the creditor's claim to him for the share of the others is denied, and the debtors have the right to recourse to him for what they pay on his behalf by virtue of the joint liability between them.
3. If the creditor releases one of the joint debtors absolutely from the debt, the release shall refer to the debt and joint liability together. Unless it appears from the indication of the situation or from the nature of the transaction that the exoneration goes to one of them.

### **Article Two Hundred And Twenty Nine**

In the cases in which the creditor releases one of the joint debtors, whether of the debt or of the joint liability, the rest of the debtors may, when necessary, recourse to this debtor for his share in the share of the insolvent among them, except that if the creditor relieves the debtor who acquitted him of all responsibility for the debt, then the creditor is the one who The share of this debtor shall bear the share of the insolvent.

### **Article Two Hundred And Thirty**

1. Failure to hear the lawsuit due to the passage of time with respect to one of the joint debtors shall benefit the rest of the debtors only to the extent of the share of that debtor.
2. The creditor may not invoke the cessation of the passage of time or its interruption with respect to one of the joint debtors against the rest of the debtors.

### **Article Two Hundred And Thirty One**

1. The joint debtor shall not be liable for the implementation of the obligation except for his action.
2. If the creditor warns the joint debtor or requests him to make a judgment, this has no effect with respect to the rest of the joint debtors. As for the warning of one of the joint debtors to the creditor, it benefits the rest.



### **Article Two Hundred And Thirty Two**

The reconciliation concluded by one of the joint debtors with the creditor shall be implemented against the rest of the debtors, unless it creates a new obligation or an increase in their obligation. It is not enforced against any of them except with his permission.

### **Article Two Hundred And Thirty Three**

The acknowledgment of one of the joint debtors of the debt owed by him shall not be valid against the rest of the joint debtors, and the rest of the joint debtors shall not be harmed if the creditor directs him an oath and he relinquishes it or directs it to the creditor and he swears it. However, if the creditor directs him an oath and he swears it, then the rest of the debtors benefit from that.

### **Article Two Hundred And Thirty Four**

1. If one of the joint debtors pays more than his share in the debt, he has no right to claim what exceeds his share against any of the remaining debtors except to the extent of his share, even if the payer had recourse against them by taking the place of the creditor.
2. The shares of the joint debtors in what is claimed by one another shall be equal, unless there is an agreement or legal provision to the contrary. And if one of them is the only one who has an interest in the religion, then he is the one who bears the entire debt towards them.
3. If it turns out that one of the joint debtors is insolvent, the debtor who paid the debt with the solvent of the joint debtors shall bear the responsibility of this insolvency. Each according to his share.

### **Section Four: Inability to Commit To Division**

#### **Article Two Hundred And Thirty Five**

An obligation is indivisible if it comes to a subject that cannot be divided by its nature, or if it is clear from the purpose intended by the contracting parties that the obligation may not be executed in division.

#### **Article Two Hundred And Thirty Six**

If there are several debtors in an indivisible obligation, each of them is bound to pay the debt in full, and the debtor who has paid the debt has the right to claim the rest, each according to his share.

#### **Article Two Hundred And Thirty Seven**

If there are several creditors or the creditor's heirs in an indivisible obligation, each of them may demand its full payment, and if one of them objects, the debtor shall be bound to perform the

obligation to them jointly or to deposit the subject matter of the obligation with the authority specified by the Minister of Justice, and the rest shall have the right of recourse against the creditor who has fulfilled the obligation. Each according to his share.

#### **Chapter Four: Transfer Of Obligation Chapter One: Transfer Of Right**

##### **Article Two Hundred And Thirty Eight**

The creditor may transfer his right to another person, unless the legal texts, the agreement, or the nature of the obligation require otherwise, and the debtor's consent to the assignment is not required.

##### **Article Two Hundred And Thirty Nine**

The assignment of a right is valid only to the extent that it is subject to attachment.

##### **Article Two Hundred And Forty**

An assignment of a right is not effective towards the debtor or towards a third party unless it is accepted by the debtor or notified of it by any means prescribed by law, provided that its effectiveness towards third parties with the acceptance of the debtor requires that this acceptance be dated and written.

##### **Article Two Hundred And Forty One**

The right is transferred to the assignee with its attributes, accessories and guarantees.

##### **Article Two Hundred And Forty Two**

1. If the assignment is for consideration, the assignor only guarantees the existence of the assigned right at the time the assignment was concluded, unless otherwise agreed.
2. If the transfer was without consideration, the transferor did not guarantee the existence of the right.

##### **Article Two Hundred And Forty Three**

The assignor does not guarantee the left of the debtor unless there is a special agreement on this guarantee, and if the assignor guarantees the left of the debtor, this guarantee shall only be paid to the left at the time of the assignment, unless otherwise agreed upon.

##### **Article Two Hundred And Forty Four**

If the assignee returns the guarantee to the assignor in accordance with Articles (242) and (243) of this Law, the assignor is not required to return more than what he took from the assignee with expenses, even if there is an agreement to the contrary.

### **Article Two Hundred And Forty Five**

The debtor may uphold the defenses that he had to uphold against the transferor at the time the transfer became effective against him, and he may also uphold the defenses deriving from the assignment contract.

### **Article Two Hundred And Forty Six**

If there are more than one assignment in one right, the assignment that is earlier in its enforcement against the third party shall be given.

### **Article Two Hundred And Forty Seven**

If an attachment falls under the debtor's hand before the assignment becomes effective against a third party, the assignment with respect to the seizing party is tantamount to another attachment, and the right is divided between the transferee and the seizing party as equal parts.

## **Chapter Two: Debt Transfer**

### **Article Two Hundred And Forty Eight**

A debt assignment is a contract that requires the transfer of an obligation from the assignor to the assignee.

### **Article Two Hundred And Forty Nine**

1. A debt assignment takes place by agreement between the assignor and the assignee, and is not enforceable against the assignee unless he accepts it.
2. If the assignee does not accept the assignment, the assignee is obligated towards the assignor to pay the assignee, unless otherwise agreed upon, or the circumstances of the case show that the effect of the assignment between them is dependent on the assignee's acceptance.

### **Article Two Hundred And Fifty**

A debt assignment may take place by agreement between the assignor and the assignee, and it shall not be executed against the assignee unless he accepts it.

### **Article Two Hundred And Fifty One**

The assigned debt shall pass to the assignee with its attributes and accessories, and the assignor shall be discharged from the debt.

### **Article Two Hundred And Fifty Two**

The assigned debt retains its guarantees, however the guarantees provided by third parties do not remain, and the joint debtors remain committed after deducting the share of the assignor from the debt.

### **Article Two Hundred And Fifty Three**

The assignee has to uphold the defenses that the assignor had to uphold against the assignee, and he may also uphold the defenses deriving from the assignment contract, and he may not invoke the defenses of the person of the assignor.

### **Article Two Hundred And Fifty Four**

The transferor guarantees the transferee's left hand at the time of the transfer contract if the transfer is between the transferor and the transferee, and at the time of its execution if the transfer is between the transferor and the transferee; Unless otherwise agreed.

## **Chapter Three: Assignment of the Contract**

### **Article Two Hundred And Fifty Five**

A contracting party may transfer his capacity as a party to a contract to a third party with the consent of the other contracting party. The approval may be granted in advance if he specifies the contract to be assigned. In this case, the assignment will be implemented against the assignee if the assigner informs him of it.

### **Article Two Hundred And Fifty Six**

If the assignee agrees to the assignment, the assignor shall be acquitted towards the assignee with respect to the future, and if he does not agree, the assigner shall be bound to implement the contract jointly with the assignee, unless otherwise agreed upon, or it transpires from the circumstances of the case that the effectiveness of the assignment between them is dependent on the acceptance of the assignee.

### **Article Two Hundred And Fifty Seven**

1. The assignee may invoke against the assignee the defenses related to the debt, and he may not invoke the defenses of the person of the assignee.
2. The assignor may invoke against the assignee all the defenses he had invoked against the assignor.

### **Article Two Hundred And Fifty Eight**

If the assignor does not release the assignee, all the guarantees agreed upon between them remain. If he acquits him, the guarantees provided by third parties do not remain, and the joint debtors remain liable after deducting the share of the assignor from the debt.

### **Chapter Five: Extinction Of The Obligation Chapter One: Extinction Of The Obligation To Pay Subsection One: The Parties To The Payment**

### **Article Two Hundred And Fifty Nine**

The following is valid:

- a. The debtor, his representative or any other person having an interest in the payment; Unless there is a legal text to the contrary.
- b. A person who has no interest in the payment, except that the creditor may refuse payment in this case if the debtor informs the creditor of his objection to that.

### **Article Two Hundred And Sixty**

1. For the fulfillment to be valid, the payer must be the owner of the thing for which he paid.
2. A payment by one who is incapacitated is not valid. As for a payment by someone who is incapacitated with something owed by him, it is valid unless the payment causes harm to him.

### **Article Two Hundred And Sixty One**

Whoever pays the debt of someone else and was not a donor has recourse against the debtor to the extent of what he paid, unless the payment was made without the debtor's permission and he proves that he has any interest in the objection to the payment.

### **Article Two Hundred And Sixty Two**

Whoever pays the debt of another person takes the place of the creditor whose right has been paid in the following cases:

- a. If the payer is obligated to pay the debt with the debtor or is obligated to pay it on his behalf.
- b. If the payer is a creditor and pays another creditor who takes precedence over him with the guarantee in kind, even if the payer does not have any guarantee.
- c. If there is a statutory text that states that the payer has the right to subrogation.
- d. If the creditor and the payer agree upon or before payment to replace him, even if the debtor does not accept that.

### **Article Two Hundred And Sixty Three**

1. If the payer replaces the creditor, the payer has the rights of the creditor, including the attributes of this right, the accessories attached to it, the guarantees he guarantees, and the defenses he responds to, and this subrogation is to the extent that the payer paid from his money.
2. If subrogation is in part of the right, the creditor shall take precedence in obtaining what remains from the payer, unless they agree otherwise.

### **Article Two Hundred And Sixty Four**

If the debtor paid off some of his creditors during his terminal illness and his estate did not pay off the debts of the rest; They may return to those who have paid their debts and share with them what they took, each according to his share.

### **Article Two Hundred And Sixty Five**

1. Payment shall be made to the creditor or to his representative, and whoever presents to the debtor a document of clearance issued by the creditor shall be qualified to collect the debt. Unless it is agreed that the payment is made to the creditor personally.
2. If the creditor is incapacitated or incapacitated, the debtor shall not be released from his obligation except by fulfilling his guardian or trustee. Payment to the creditor who is incapacitated is valid if the obligation arose with the permission of his guardian or trustee, and he did not prevent the guardian or trustee from fulfilling it.

### **Part two: refusal to pay**

### **Article Two Hundred And Sixty Six**

If the creditor unjustifiably rejects the payment offered to him in a valid manner, or does not perform the acts without which payment cannot be made, or informs the debtor that he will not accept payment; The debtor may excuse him in accordance with the provisions of this Law.

### **Article Two Hundred And Sixty Seven**

If the creditor is excused from bearing the consequences of the loss or damage of the thing, the debtor shall have the right to deposit the thing at the creditor's expense and claim compensation for the damage.

### **Article Two Hundred And Sixty Eight**

1. The offer is not valid unless it is for the full debt owed and its expenses as required by the contract or the type of debt.

2. The presentation may be made during the pleadings before the court without further procedures if the creditor presented to him is present, and this is considered an excuse.
3. Deposit shall be by order of the court in everything according to its nature, including depositing it in kind or placing it under receivership, and the creditor shall be notified of that.

#### **Article Two Hundred And Sixty Nine**

If the object of payment is something that is quickly corrupted, or if its deposit or custody costs exorbitant expenses; It is permissible for the debtor - after the permission of the court, or without its permission in case of urgency - to sell it at the market price.

#### **Article Two Hundred And Seventy**

Deposit or its substitute is sufficient without the need for presentation in the following cases:

- a. If the debtor is ignorant of the person or domicile of the creditor.
- b. If the creditor is incapacitated or incapacitated and does not have a representative to accept the payment.
- c. If the religion is disputed between several persons.
- d. If there are other serious reasons that the court estimates.

#### **Article Two Hundred And Seventy One**

1. If the offer is made and followed by deposit in a proper manner, the offer takes the place of fulfillment and all its effects follow from the time of the offer, and the debtor has no recourse to fulfillment.
2. The creditor shall bear the costs of presentation and filing.

#### **The Third Section: The Place of Payment, Its Time, Place And Expenses**

#### **Article Two Hundred And Seventy Two**

The fulfillment of the thing that is originally due, so the creditor is not forced to accept anything else, even if it is of a higher value.

#### **Article Two Hundred And Seventy Three**

1. The debtor may not compel the creditor to accept partial payment of one debt; Unless otherwise required by legal texts or agreement.
2. If part of the debt is disputed and the creditor accepts to pay the recognized part, the debtor may not refuse to pay this part.

#### **Article Two Hundred And Seventy Four**

1. If there are many debts owed by the debtor, and they are of the same kind and to one creditor, and what the debtor has paid does not satisfy all of these debts; The debtor has the say in specifying the debt to be repaid, unless there is an agreement or a legal text that prevents this appointment.
2. If the debtor does not specify the debt in the manner indicated in Paragraph (1) of this Article, and it is not possible to refer to it; It is calculated according to what he paid of the current debt or the nearest solution. If it is all a case or deferred to one term; What he paid shall be considered one of the most expensive ones for the debtor. If the debts are equal in cost, the creditor has the right to specify the debt to be repaid.

#### **Article Two Hundred And Seventy Five**

1. Payment must take place immediately as soon as the debtor owes the obligation; Unless there is an agreement or legal text to the contrary.
2. In matters not mentioned in a legal text; In exceptional cases, the court may give the debtor a reasonable deadline in which to fulfill his obligation if his condition so requires and the creditor does not suffer serious harm from this postponement.

#### **Article Two Hundred And Seventy Six**

If the obligation is deferred and the date for its fulfillment is not specified, the court shall determine it - upon the request of the creditor or the debtor - according to custom and the nature of the transaction.

#### **Article Two Hundred And Seventy Seven**

The place of payment, when not specified by agreement or legal text, shall be as follows:

- a- If the obligation is contractual, then in the place where the obligation arises, unless the subject matter of the obligation is specified in particular, then it must be delivered in the place where it was present at the time the obligation arose.
- b- If the obligation is not contractual, then in the debtor's domicile at the time of fulfillment, or in the place where he carries out his business if the obligation is related to such business.

#### **Article Two Hundred And Seventy Eight**

Payment expenses are on the debtor; Unless there is a legal text or agreement to the contrary.



### **Article Two Hundred And Seventy-Nine**

Whoever pays the debt or part of it may request a bond for what he paid. If the creditor refuses to do so, the debtor or the interested party may deposit the debt with the authority specified by the Minister of Justice.

Chapter Two: Extinguishment of the Obligation Equivalent to Payment. Section One: Alternative Payment

### **Article Two Hundred And Eighty**

1. It is valid to pay off the debt with an alternative agreed upon by both parties.
2. The provisions of the contract that suits him, as the case may be, and the provisions of paying off debts shall apply to the alternative payment.

### **Section Two: Clearing**

#### **Article Two Hundred And Eighty One**

The debtor has the right to set-off between what is due to be paid to his creditor and what is due to be paid to him towards this creditor, even if the reason for the two debts differs, if the object of each of them is money or things of similar type and quality, and each of them is free from conflict, and is valid for a judicial claim, and subject to attachment.

#### **Article Two Hundred And Eighty Two**

Set-off does not take place unless the person who has an interest in it clings to it, and it is not valid to waive it before establishing the right to it.

#### **Article Two Hundred And Eighty Three**

The debtor may insist on set-off even if the place of payment differs for the two debts. In this case, he must compensate the creditor for the damage he suffered because he was unable, due to the set-off, to collect his dues or pay off his debts in the place designated for that.

#### **Article Two Hundred And Eighty Four**

The set-off entails the expiration of the two debts by the lesser of them since the time they become eligible for set-off.

#### **Article Two Hundred And Eighty Five**

If one of the conditions stipulated in Article (two hundred and eighty-first) of this law is not met, the set-off shall not take place except with the agreement of the two parties.

### **Article Two Hundred And Eighty Six**

The set-off may not be prejudicial to the rights acquired by third parties.

### **Article Two Hundred And Eighty Seven**

If the depositor has a debt owed by the depositor, or the borrower has a debt owed by the lender, set-off does not occur between the debt and the deposit, or between the debt and the thing lent, even if the debt is of the type of either of them, except with the agreement of the two parties.

### **Article Two Hundred And Eighty Eight**

If one of the two debts does not bear the lawsuit due to the passage of time at the time of adhering to the set-off, this does not preclude its occurrence as long as its conditions have been completed before the lapse of that period.

### **Article Two Hundred And Eighty Nine**

If the debtor pays a debt owed by him and he has the right to offset it for a right he has, he may not hold on to the guarantees of this right to the detriment of others, unless he was unaware of the existence of the right at the time of payment and he had an acceptable excuse for that.

### **The Third Branch: Merger in ownership**

#### **Article Two Hundred And Ninety**

1. If one person combines the qualities of a creditor and a debtor in one debt, this debt expires to the extent that the covenant was united.
2. If the creditor is the heir of the debtor, the obligation is not united, but rather he is like all other creditors in obtaining his debt from the estate.

#### **Article Two Hundred And Ninety One**

If the reason for the meeting of the creditor and debtor qualities ceases to exist and its disappearance has a retroactive effect, the debt shall return to what it was.

### **Chapter Three: Expiration of the Obligation without Fulfilling it. Section One: Exoneration**

#### **Article Two Hundred And Ninety Two**

1. The debtor's obligation expires if the creditor releases it. The release does not depend on the debtor's acceptance, but if the debtor returns it, the debt returns to what it was.
2. Exoneration is only valid for an existing debt, even if it is not current

#### **Article Two Hundred And Ninety Three**

Discharge is subject to the substantive provisions of donations, and no special form is required.

## **Section Two: The Impossibility of Implementation**

### **Article Two Hundred And Ninety Four**

The debtor's obligation expires if it is proven impossible for him to perform it for a reason he has no control over, and the corresponding obligation, if any, expires as well.

## **Section Three: Failure to hear the lawsuit over time (the statute of limitations preventing the hearing of the lawsuit)**

### **Article Two Hundred And Ninety Five**

The right does not expire with the passage of time, but the lawsuit against the evil is not heard after the lapse of (ten) years, except for the cases in which a legal text is mentioned or the exceptions mentioned in this section.

### **Article Two Hundred And Ninety Six**

Without prejudice to the statutory texts, the lawsuit against the evil is not heard after the lapse of (five) years in the following rights:

- a. The rights of self-employed persons, such as doctors, lawyers, and engineers, for the work they performed related to their professions and the expenses they spent.
- b. Periodic renewable rights, such as real estate rent, wages, arranged revenues, and the like, with the exception of that if the right is a proceeds owed by a bad-faith possessor or a proceeds that is obligatory for the administrator of the endowment to pay to the beneficiary, then the case is not heard regarding it after the lapse of (ten) years

### **Article Two Hundred And Ninety Seven**

Without prejudice to the statutory texts, the lawsuit against the evil is not heard after the lapse of (one year) in the following rights:

- A- Merchants' rights regarding goods and services provided to persons who do not trade in them.
- B- The rights of the owners of establishments designed to accommodate guests, restaurants and the like arising from the exercise of these activities.
- C- The rights of the wage-earners in terms of daily and non-daily wages and the price of the things they have provided.

### **Article Two Hundred And Ninety Eight**

The lawsuit shall not be heard regarding the rights mentioned in Paragraph (a) of Article (two hundred and Ninety Sixth) of this Law and the rights mentioned in Article (two hundred and Ninety Seventh) of this Law upon the expiration of the specified periods, even if the type of dealing

continues between the owners and their debtors, and if a bond is issued With respect to one of these rights, the case was not prevented from being heard except with the lapse of (ten) years from the date of issuing the bond.

### **Article Two Hundred And Ninety Nine**

The period prescribed for not hearing the case due to the lapse of time - in cases where no legal text is mentioned - shall start from the day on which the right is due for payment.

### **Article Three Hundred**

1. The period of non-hearing of the case shall cease to run whenever there is an excuse that makes it impossible to claim the right.
2. One of the excuses for the validity of the period for not hearing the case is the existence of good faith negotiations between the two parties that will take place upon completion of the period, or the existence of a moral impediment that prevents the claim.

### **Article Three Hundred And One**

If there are several creditors with one debt and none of them claimed the right, then failure to hear the lawsuit applies only to those of them who have no excuse.

### **Article Three Hundred And Two**

The period for not hearing the case shall be interrupted in the following cases:

- A- Acknowledgment by the debtor of the right, explicitly or implicitly.
- B- The judicial claim, even if it is before a non-competent court.
- C- Any other judicial procedure taken by the creditor to uphold his right.

### **Article Three Hundred And Three**

If the right is transferred from one person to his successor, the period prescribed for not hearing the case shall not be interrupted.

### **Article Three Hundred And Four**

1. If the period for non-hearing of the case is interrupted, a new period similar to the first period ends from the end of the effect resulting from the reason for the interruption.
2. If a judicial judgment was issued against a right, or if the right was one of the rights mentioned in Paragraph (a) of Article (296) of this Law or the rights mentioned in Article (297) of this Law, and the period for not hearing the case was interrupted by an acknowledgment debtor; So the new period will be (ten) years, except that the adjudged right includes periodic, renewable obligations that are not due for payment until after the ruling is issued.

### **Article Three Hundred And Five**

1. It is not permissible to agree to shorten the period of non-hearing of the case, nor to extend it.
2. The debtor may not forfeit his right to insist that the case not be heard before this right is proven to him.
3. Forfeiture by the debtor of his right to invoke not to hear the case against some of his creditors shall not be enforced against the rest if it is detrimental to them.

### **Article Three Hundred And Six**

The court does not decide not to hear the lawsuit due to the passage of time except at the request of the debtor or interested party.

Section Two: Named Contracts Part One: Contracts Concerning Ownership Chapter One: Sale Contract

### **Article Three Hundred And Seven**

Sale is a contract whereby the seller owns the thing sold to the purchaser for a cash price.

Section one: sale and price

### **Article Three Hundred And Eight**

1. The thing sold must be known to the purchaser by seeing it or by showing its distinguishing characteristics.
2. If the sale contract includes that the purchaser is aware of the thing sold, he has no right to request annulment of the contract due to lack of knowledge, unless he proves that the seller was deceived by it.

### **Article Three Hundred And Nine**

1. If the sale is by sample, the thing sold must be identical.
2. If the sample is lost or damaged in the hands of one of the contracting parties, even through no fault on his part, and they disagree about the conformity of the sale with the sample; Saying to the other contracting party, unless the person in whose hand the sample was lost or damaged proves otherwise.

### **Article Three Hundred And Ten**

It is permissible to sell on the condition of trial during a specific period, and if the two parties to the sale do not specify the period, it is carried over to the usual trial period, and the seller must enable the purchaser to do so, and the purchaser has the right to cancel the sale even if the thing

sold has not been tested, provided that the seller is informed of the termination during the trial period.

### **Article Three Hundred And Eleven**

If the purchaser waives his right to rescind, explicitly or implicitly, or if the use of the sold product exceeds the limit of trial, or the sold perishes or is damaged by the act of the purchaser or after receiving it, or if the agreed period lapses without rescission while he was able to experiment; It was necessary to sell at the agreed price, based on the time of its conclusion.

### **Article Three Hundred And Twelve**

If it appears from the agreement or the circumstances of the case that the sale on the condition of trial is dependent on the purchaser's acceptance of the thing sold; The sale was not executed without his acceptance.

### **Article Three Hundred And Thirteen**

It is correct for the price estimate to be limited to a statement of valid bases according to which it is determined.

### **Article Three Hundred And Fourteen**

If the two contracting parties agree to fix the price at the market price, the market price is considered at the time and place of the sale.

### **Article Three Hundred And Fifteen**

If the two contracting parties do not specify a price for the thing sold, it does not entail the invalidity of the sale when it becomes clear from the circumstances that their will is directed to the market price or the price at which the transaction took place between them.

### **Article Three Hundred And Sixteen**

1. If the price is determined based on the seller's capital in the thing sold as Murabaha, Wadhi'ah, or (Handling), he must indicate everything that has an impact on his capital, and the purchaser has the right to request nullification of the contract if the seller conceals a matter that has an effect on the capital.
2. If the capital was not specified at the time of the contract and the price proved unfair to the purchaser, he may request the annulment of the contract, and the seller has the right to avoid the annulment if he submits what the court deems sufficient to remove the unfairness.

### **Article Three Hundred And Seventeen**

- 1- The price in the sale is due immediately, unless there is an agreement that it be deferred or by installments for a known period.
- 2- If the price is deferred or by installments, then the term starts from the date of the contract. Unless otherwise agreed.

Section Two: Effects of the Sales Contract First: The Seller's Obligations

### **Article Three Hundred And Eighteen**

1. The ownership of the sold property shall be transferred to the purchaser with the conclusion of the sale, without prejudice to the provisions of Articles (six hundred and fifty-fifth), (six hundred and Fifty Sixth) and (six hundred and Fifty Seventh) of this Law.
2. The transfer of ownership does not prevent the fact that the sale was made haphazardly, even if the determination of the price in it depends on the estimation of the thing sold.

### **Article Three Hundred And Nineteen**

The seller undertakes to do what is necessary on his part to transfer the ownership of the thing sold to the purchaser and to refrain from any action that would make the transfer of ownership impossible or difficult.

### **Article Three Hundred And Twenty**

1. If the price is deferred or by installments, the seller may stipulate that the transfer of ownership be suspended to the purchaser until he pays all the price even if the thing sold is delivered.
2. If the seller receives the price, the ownership of the purchaser shall be considered based on the time of the sale.

### **Article Three Hundred And Twenty One**

1. The seller is obligated to deliver the thing sold to the purchaser in the condition it was at the time of the sale, and the costs of delivering the thing sold are borne by the seller, unless otherwise agreed upon.
2. The seller is obligated to deliver the thing sold devoid of any right to a third party that the purchaser is not aware of.

### **Article Three Hundred And Twenty Two**

The hand over of the objects sold includes its appurtenances, what is related to it as a decision connection, and what is customarily considered to be ancillary to the thing sold, even if it is not mentioned in the contract.

### **Article Three Hundred And Twenty Three**

1. If the amount of the thing sold was specified at the time of the contract, then there was a deficiency or an increase in it, and there was no agreement; The following must be followed:
  - a- If the sold item is damaged by retail and the price named for its totality and not by the standard unit, then the increase is for the purchaser and the decrease is not offset by any of the price. Otherwise, the decrease is from the account of the seller and the increase is for him to recover in kind if the sold item is not harmed by retail, or he deserves its price if the thing sold is damaged by retail.
  - b- If the increase obliges the purchaser more than what he bought for a substantial amount, or if the decrease is prejudicial to his purpose, such that if he knew about it, he would not have completed the contract, he would have a request to rescind the sale.
2. The case for annulment, reduction of the price or its completion shall not be heard if (one year) has elapsed from the date of hand over of the sold item.

### **Article Three Hundred And Twenty Four**

The hand over of the thing sold takes place by placing it in the possession of the purchaser, or by vacating the seller between the thing sold and the purchaser so that he can possess it and benefit from it without hindrance, as long as the seller has informed the purchaser of this, and this hand over is in a manner consistent with the nature of the thing sold.

### **Article Three Hundred And Twenty Five**

If the thing sold was in the hands of the purchaser before the sale, for any reason or capacity, this possession is considered hand over. Unless otherwise agreed.

### **Article Three Hundred And Twenty Six**

The following cases are considered hand over of the sold item:

- A- If the two parties to the sale agree to consider the purchaser as having received the thing sold in a specific case.
- B- If a legal text considers the purchaser to have received the thing sold in a specific case.



C- If the seller retains the sold item in his possession after the sale for a reason other than ownership with the consent of the purchaser.

### **Article Three Hundred And Twenty Seven**

The purchaser is considered to have received the thing sold and is bound to pay the price if the thing sold perishes or is damaged prior to hand over by his own action. If the seller has the right to renounce the contract and opts for it; He had recourse to the purchaser for compensation.

### **Article Three Hundred And Twenty Eight**

If the thing sold or part of it perishes before hand over by the seller or a third party; The purchaser may request the rescission of the sale, or sign it and claim compensation from the one who caused the loss, or request rescission in the part that perished only.

### **Article Three Hundred And Twenty Nine**

1. If the thing sold perishes prior to hand over due to a reason beyond the control of one of the vendors or a third party, the sale shall be rescinded and the purchaser shall recover the price.
2. If part of the thing sold perishes, the sale in that part is rescinded and the purchaser recovers the corresponding price. The purchaser has the right to demand rescission of the sale in the remainder and the full refund of the price.

### **Article Three Hundred And Thirty**

1. The seller guarantees that he will not interfere with the purchaser in benefiting from the sale in whole or in part.
2. The seller guarantees the integrity of the sold item from any right of a third party in all or part of the thing sold if the right was prior to the sale contract or devolved to a third party from the seller.

### **Article Three Hundred And Thirty One**

1. A claim for entitlement to the sold property shall be filed before its hand over against the seller or the purchaser, or both of them.
2. If a claim is filed against the purchaser for the entitlement of the sold item, he must hasten to notify the seller of that, and the seller must intervene in the case.
3. If the seller was notified in a timely manner and did not intervene in the lawsuit or intervened and ruled in both cases that the thing sold was entitled to a third party; He is bound by the guarantee, unless he proves that the judgment issued in the lawsuit was the result of deception on the part of the purchaser or a gross error on his part.
4. If the purchaser did not inform the seller of the lawsuit in a timely manner and a judgment was issued against the purchaser; His right to recourse against the guarantee is forfeited if

the seller proves that his intervention in the lawsuit would lead to the rejection of the entitlement claim.

### **Article Three Hundred And Thirty Two**

The purchaser's right to the guarantee is established even if he acknowledges the right to a third party or reconciles with him, and he is in good faith in both cases without waiting for a judicial ruling to be issued if he has notified the seller of the lawsuit at the appropriate time and he has not intervened. This is unless the seller proves that the plaintiff was not right in his claim.

### **Article Three Hundred And Thirty Three**

If the purchaser reconciles with the claimant of entitlement to money before a court judgment is issued for him, the seller may get rid of the results of the guarantee by refunding to the purchaser the equivalent of the reconciliation allowance and its expenses.

### **Article Three Hundred And Thirty Four**

If the entire thing sold becomes due, the person entitled to it, if the sale is permitted, has recourse to the seller for the price, and the sale is given to the purchaser.

### **Article Three Hundred And Thirty Five**

If all of the sold property is due and the person entitled does not permit the sale, the purchaser may request the following from the seller:

- A- The selling price.
- B- The value of the fruits that the purchaser was obliged to return to the beneficiary.
- C- Beneficial expenses incurred by the purchaser in the thing sold for which the receivable is not obligated to compensate the purchaser.
- D- Luxurious expenses if the seller was in bad faith.
- E- Compensation for any other damages arising from the entitlement of the sold item.

### **Article Three Hundred And Thirty Six**

If part of the thing sold has become due and the due has caused a defect in the remainder, the purchaser has a request for rescission.

### **Article Three Hundred And Thirty Seven**

1. It is valid to agree to exempt the seller from the guarantee of entitlement or to limit or increase this guarantee, except for what is arising from the act of the seller or if he deliberately concealed it.
2. The agreement on exemption from the security of entitlement does not preclude the purchaser's right of recourse against the seller for the price; Unless it is proven that the purchaser knew at the time of the sale the reason for the entitlement.

### **Article Three Hundred And Thirty Eight**

1. The seller guarantees upon hand over of the sold item that it is free from any defect that diminishes its value or its usefulness according to its intended purpose, which is derived from what is indicated in the contract, or from what is apparent from the nature of the thing, or the purpose for which it was intended. The seller guarantees this defect even if he was not aware of its existence.
2. If a defect appears in the sold item, the purchaser has the choice between requesting the rescission of the sale or keeping the sold item and recourse to the seller for the price difference, which is the ratio of the value of the sold item intact to its defective value of the price. The seller may anticipate that by bringing a non-defective, identical substitute for the item sold.
3. The purchaser, in the cases mentioned in Paragraph (2) of this Article, has the right to compensation for the damage he has incurred, if required.

### **Article Three Hundred And Thirty Nine**

The seller does not guarantee the defect in the following cases:

- a- If the purchaser was aware of the defect at the time of the sale, or if he could have discovered it himself if he had examined the thing sold with the care of an ordinary person; Unless the seller guarantees him that the thing sold is safe from a specific defect, or if the seller deliberately conceals it.
- B - If the defect is of what has been customarily tolerated.
- C- If the defect occurs after hand over, unless it is based on a reason found in the sale before hand over.
- d- If the sale is in an auction by the judicial or administrative authorities.

### **Article Three Hundred And Forty**

1. If the purchaser takes hand over of the sold item, he must check its condition as soon as he is able to do so, according to customary dealings. If he discovers a defect that the seller warrants, he must inform him of it within a reasonable period. If he does not do so, he is considered acceptor of the sold item with its defect.
2. If the defect is something that cannot be detected by the usual examination, and then the purchaser discovers it, he must inform the seller of it as soon as it appears, otherwise he is considered to have accepted the sale with its defect.

### **Article Three Hundred And Forty One**

1. If the purchaser accepts the defect explicitly or implicitly, he forfeits his right to rescission and recourse for the price difference.
2. The purchaser's right to rescind is forfeited, and he has the right to claim the price difference in the following cases:
  - A) If he disposes of the thing sold in a way that takes it out of his possession, and if he returns to his possession before asking for the price difference, his right to annulment is not forfeited.
  - B) If the thing sold entails a right for a third party that does not relinquish it from his possession and it is not possible to release it within a reasonable period.
  - C) If the thing sold perishes or becomes defective due to his actions or after receiving it.
  - D) If there is a continuous increase in the sold item that is not generated from it before or after hand over.

### **Article Three Hundred And Forty Two**

If multiple things are sold in one transaction, and a defect appears in some of them, and there is no harm in dividing them; The purchaser has the right to request rescission of the sale in the defective part or its retention with recourse to the difference in its price, and he does not have the right to demand rescission in all of the sold, unless it becomes clear that he would not have been satisfied with the contract without the defective part.

### **Article Three Hundred And Forty Three**

It is valid to agree to exempt the seller from warranty for defects or to limit or increase this warranty, unless the seller has deliberately concealed it.

### **Article Three Hundred And Forty Four**

1. The defect guarantee claim shall not be heard after the expiry of (one hundred and eighty) days from the date of hand over of the sold item; Unless the seller commits to a longer warranty.
2. The seller may not insist on the expiry of the period stipulated in Paragraph (1) of this Article Three Hundred And if it is proven that the concealment of the defect was deceived by him.

### **Second: Obligations Of The purchaser**

#### **Article Three Hundred And Forty Five**

The purchaser is required to pay the price before taking hand over of the thing sold. Unless otherwise agreed.

### **Article Three Hundred And Forty Six**

1. The seller may withhold the thing sold until he receives the price due to him, even if the purchaser presents a mortgage or guarantee. If the thing sold perishes or is damaged in the hands of the seller while he is in possession of it, the responsibility for that is on the purchaser.
2. If the seller accepts the postponement of the price, his right to withhold the thing sold is forfeited and he is obliged to deliver the thing sold to the purchaser.

### **Article Three Hundred And Forty Seven**

1. If the purchaser takes hand over of the thing sold before paying the current price with the knowledge of the seller and does not prevent him, this is an authorization to take hand over.
2. If the purchaser takes hand over of the thing sold before paying the current price without the permission of the seller, the seller has the right to recover it, and if it perishes or is damaged in the hands of the purchaser, he is considered to have received it, and the seller, if he chooses to recover it, has the right to claim compensation from the purchaser.

### **Article Three Hundred And Forty Eight**

The purchaser is obligated to pay the price that is due at the time of hand over of the sold item at the place of hand over, and if the price is not due at the time of hand over of the thing sold, it is obligatory to pay it at the place of the contract, all of this unless otherwise agreed upon.

### **Article Three Hundred And Forty Nine**

1. If a claim of entitlement to the sold property is filed against the purchaser based on a right prior to the sale or devolving to the claimant of entitlement from the seller; The purchaser may withhold the price until the seller provides a suitable guarantee of refunding the price upon proof of maturity. The seller may request the court to assign the purchaser to deposit the price with the authority specified by the Minister of Justice instead of submitting the guarantee.
2. The provisions of Paragraph (1) of this Article shall apply if the purchaser discovers that the sold item has a defect that is warranted by the seller.

### **Article Three Hundred And Fifty**

If a specific date is specified in the sale, and the seller stipulates that if the purchaser does not pay the price on the date, then there is no sale between them, and he did not pay it; The sale is considered rescinded if the seller chooses to do so, without the need for a notice, and all of this unless otherwise agreed upon.

### **Article Three Hundred And Fifty One**

The purchaser is obligated to receive the thing sold at the place where the thing sold is at the time of the sale, and to transport it without delay, except for the time required for transportation, and all of this unless otherwise agreed upon.

### **Article Three Hundred And Fifty Two**

The expenses of paying the price, receiving the thing sold, the sale contract and its registration shall be borne by the purchaser, unless otherwise agreed upon.

### **The Third Section: Selling Due to Disease of Death**

#### **Article Three Hundred And Fifty Three**

1. The disease of death is the disease in which a person is unable to continue his usual activities, in which death prevails and death is connected to it.
2. Cases in which a person is surrounded by the danger of death and in which death predominates, even if he is not sick, shall be deemed to be deathly ill.

#### **Article Three Hundred And Fifty Four**

1. Selling and purchasing from a terminally ill patient to an heir with favoritism. The amount of favoritism in respect of the rest of the heirs is only implemented with their permission.
2. The sale of a terminally ill patient to a non-inheritor and purchase from him with favoritism does not apply to the extent of favoritism in the right of the heirs for what exceeds the value of (one-third) of the estate upon death, including the thing sold itself, unless with their permission or if the disposer of the estate returns to him what suffices to complete (two-thirds).

#### **Article Three Hundred And Fifty Five**

The invalidity of the sale of a terminally ill patient is not invoked if the purchaser disposes of the thing sold in such a way that he acquires a good faith right in kind in the thing sold in return for consideration, without prejudice to the right of the heirs to have recourse against the purchaser for what completes (two-thirds) of the estate or the equivalent price.

### **Section Four: The Attorney Selling To Himself**

#### **Article Three Hundred And Fifty Six**

Taking into account the statutory texts; The Attorney does not have the right to purchase for himself in his own name or in the name of someone else, even by way of auction, what he is entrusted to sell by virtue of his representation, unless he is authorized to do so. Likewise, neither

the mediator nor the expert nor those of similar status have the right to do so in the funds entrusted to him to sell or estimate their value.

### **Article Three Hundred And Fifty Seven**

If the sale takes place in the cases provided for in Article (three hundred and Fifty Sixth) of this Law, it shall not be enforceable against the one on whose behalf it was made unless he permits it, and he shall not have the right to invoke the non-enforceability of the sale against the private successor if this successor has acquired a right in kind compensated in good faith.

## **Section V: Sale of Disputed Rights**

### **Article Three Hundred And Fifty Eight**

1. It is not permissible for the judge, the member of the Public Prosecution office and the like, or the employee of the court to purchase for himself, in his own name or in the name of others, the disputed right or some of it, and the contract is void.
2. A lawyer may not purchase for himself, in his own name or in the name of others, the disputed right or part of it if he is an agent therein, and the contract is void.
3. A right is considered disputed if a lawsuit has been filed against it or a serious dispute has arisen in respect of it.

## **Section Six: Selling the Property Of Others**

### **Article Three Hundred And Fifty Nine**

1. If a person sells without permission a specific thing that he does not own; This sale shall not be executed against the owner, and if he permits it, it shall be executed against him, without prejudice to the rights of others.
2. The purchaser may request the annulment of the sale unless the ownership of the thing sold is transferred to the seller after the contract, or the owner authorizes the sale.

### **Article Three Hundred And Sixty**

If the purchaser is ignorant that the thing sold is not owned by the seller, and a judgment is issued to invalidate the sale, then the purchaser may claim compensation even if the seller was of good faith.

## **Chapter Two: Barter Contract**

### **Article Three Hundred And Sixty One**

Barter is a contract of exchanging money for money by way of ownership, neither of which is in cash.

### **Article Three Hundred And Sixty Two**

Each of the two bartering parties is considered a seller of what he bartered for and a purchaser of what he bartered for.

### **Article Three Hundred And Sixty Three**

Barter does not deviate from its nature by adding cash to one of the two items to compensate for the difference in value, unless that consideration is less valuable than the cash to which it was added, in which case the contract becomes a sale.

### **Article Three Hundred And Sixty Four**

The costs of the barter contract shall be shared equally between the two parties to the contract, unless otherwise agreed upon.

### **Article Three Hundred And Sixty Five**

The barter contract shall be governed by the provisions of the sale contract, as long as they do not contradict its nature.

## **Chapter Three: The Donation Contract Section One: The Establishment Of The Donation Contract**

### **Article Three Hundred And Sixty Six**

A gift is a contract whereby the donor owns money without consideration during his lifetime.

### **Article Three Hundred And Sixty Seven**

1. It is valid for the donor to stipulate a specific obligation on the donee.
2. If the donor stipulates a consideration for the donee, the contract shall be a net worth, to which the provisions of net worth shall apply according to the nature of the consideration.

### **Article Three Hundred And Sixty Eight**

1. If the donated property is real estate, his gift shall not be valid unless it is documented in accordance with the legal texts.
2. If the gifted person is movable, his gift is not contracted except by documenting it in accordance with the legal texts or by taking possession of it even without documentation.



### **Article Three Hundred And Sixty Nine**

The donation contract is not enforceable if the thing done is not owned by the donor, unless the owner permits it.

### **Article Three Hundred And Seventy**

The gift of the debt is valid for the debtor, and it is considered a discharge.

### **Article Three Hundred And Seventy One**

It is valid for a partner to gift his share in the common property of his partner or others, whether real estate or movable property, even if the gifted person is divisible.

## **The Second Section: The Effects Of The Donation Contract**

### **Article Three Hundred And Seventy-Two**

The donor does not guarantee that the donee is entitled to it or that it is free from defects, but it is responsible for the damage that the donee may suffer due to the merit or the defect if he deliberately conceals any of them or guarantees that the donee is free of them.

### **Article Three Hundred And Seventy Three**

If the gift is conditional on a commitment, the donee is obliged to perform the obligation stipulated by the donor for his own benefit or for the benefit of a third party.

### **Article Three Hundred And Seventy Four**

If a right in rem is attached to the gifted person in fulfillment of a debt owed by the donor or by a third party, the donee is obliged to pay this debt within the limits of the value of the donee; Unless otherwise agreed.

### **Article Three Hundred And Seventy Five**

The expenses of the endowment contract and the hand over and transfer of the donated; upon the gifted to him, and all of that unless agreed otherwise.

## **Section Three: Returning the Gift**

### **Article Three Hundred And Seventy Six**

1. The donor may withdraw the gift if the donee accepts the return of the donated.
2. If the donee does not accept the return of the donee, the donor may request that from the court in the following cases:
  - A. If the gift is from one of the parents to his son, if there is justification for that.

- B. If the donor has granted himself the right of recourse to the gift in cases he specified, he has a legitimate purpose.
- C. If the gift is expressly or implicitly conditioned on an obligation on the recipient who has breached it.

### **Article Three Hundred And Seventy Seven**

The right of recourse in a gift stipulated in Article (three hundred and Seventy Sixth) of this Law shall lapse with the death of one of the parties to the contract before recourse.

### **Article Three Hundred And Seventy Eight**

1. The donor, upon recourse in the gift, has the right to recover the thing done, and he has the fruits from the time the donee accepted the return of the thing, or from the time the lawsuit was filed in the cases in which he is entitled to request recourse.
2. The donee has no right to recover from what he spent on the donee except the useful expenses to the extent that it increased in the value of the donee, and the necessary expenses.

### **Article Three Hundred And Seventy-Nine**

The donor may not, upon recourse to the gift, recover the eye of the donated in the following cases:

- A. If the donee disposes of the thing done in a way that transfers ownership, then if the disposal is limited to some of the thing done, the donor may recover the rest.
- B. If the donee increases in a continuous and significant way, or if the donee changes the donee in such a way that his name or nature changes.
- C. If the donee perishes in the hands of the donee, and if some of it perishes, the donor may recover the rest.

### **Article Three Hundred And Eighty**

If the donor does not have the right to recover the donated eye in accordance with the provisions of Article (three hundred and seventy-ninth) of this law; He does not deserve the value of the gifted unless the gift is conditional on a commitment and the donee violates it. The gifted has the value of the gifted at the time of his loss of his right to recover it.

### **Article Three Hundred And Eighty One**

If the donor has the right to retract the gift and the donee perishes in the hands of the donee after warning him to hand over; He must compensate the donor.

## **Chapter Four: The Loan Contract**

### **Article Three Hundred And Eighty Two**

A loan is a contract whereby the lender owns something equal to the borrower, provided that he returns something similar.

### **Article Three Hundred And Eighty Three**

The loan does not take place unless the thing borrowed is received.

### **Article Three Hundred And Eighty Four**

1. For a loan, the lender must be fully qualified.
2. The guardian or trustee may neither lend nor borrow money to anyone under his guardianship except in accordance with the statutory texts.

### **Article Three Hundred And Eighty Five**

Any condition in the contract or when deferring payment that includes an increase in the repayment of the loan to be paid by the borrower to the lender shall be null and void.

### **Article Three Hundred And Eighty Six**

1. The lender does not guarantee that the borrowed money is worth it or that it is free from defects, but it is responsible for the harm that the borrower may suffer because of the maturity or the defect if he deliberately conceals any of them or guarantees that the borrowed money is free of them.
2. If the borrowed money becomes due while it is still in the hands of the borrower, his obligation to return the same is forfeited.
3. If a defect appears in the borrowed money and the borrower chooses to keep the money, he is only obligated to refund its value with a defect.

### **Article Three Hundred And Eighty Seven**

1. If a term or a purpose is set for the loan, the borrower is not obligated to repay it before the expiry of the term or the usual period for benefiting from it for such purpose.
2. If a term or purpose is not specified for the loan, the borrower is obliged to pay it at the request of the lender. Unless the borrower is harmed by the repayment, he is not obligated unless the usual period for benefiting from the same amount of money borrowed has passed.

### **Article Three Hundred And Eighty Eight**

The borrower is obligated to return the same amount, type and description of the thing borrowed upon the expiration of the loan period.

### **Article Three Hundred And Eighty Nine**

The borrower is obliged to pay at the place of the loan; Unless otherwise agreed.

### **Article Three Hundred And Ninety**

The expenses of the loan and its fulfillment are on the borrower; Unless otherwise agreed.

## **Chapter Five: The Reconciliation Contract**

### **Article Three Hundred And Ninety One**

Reconciliation is a contract whereby the two conciliators resolve an existing dispute or prevent a potential conflict, by each of them relinquishing his claim or part thereof.

### **Article Three Hundred And Ninety Two**

1. The conciliator must be qualified to dispose of the rights covered by the reconciliation contract for compensation.
2. If the reconciliation includes forfeiture of some of the rights without consideration, the person whose right is forfeited must be of full capacity.

### **Article Three Hundred And Ninety Three**

As an exception to the provision of paragraph (1) of Article (three hundred and ninety-second) of this law; It is not valid to reconcile a discerning young person who is authorized to do so, if the reconciliation causes obvious harm to him.

### **Article Three Hundred And Ninety Four**

The one who is reconciled must be such that it is valid to take compensation in return for it.

### **Article Three Hundred And Ninety Five**

Conciliation is valid even if the right it includes is unknown if ignorance does not prevent hand over and if the right is something that cannot be known in a short period of time according to the nature, amount and location of the right.

### **Article Three Hundred And Ninety Six**

Reconciliation of rights is valid whether the defendant acknowledged or denied them, or remained silent and did not acknowledge or deny them.

### **Article Three Hundred And Ninety Seven**

1. Reconciliation is valid on some of the claims that the reconciled person owes to the other.

2. Reconciliation is valid for deferring the claimed debt or part of it without adding anything, or for expediting it and decreasing it.

#### **Article Three Hundred And Ninety Eight**

It is valid for two people to reconcile, each of whom claims a right with the other, provided that each of them retains the right that he has.

#### **Article Three Hundred And Ninety Nine**

Conciliation does not create a new right for any of the conciliators in terms of the rights it includes. As for the conciliation compensation without these rights, the conciliation creates a right in it, and the provisions of netting apply to it according to the nature of the compensation and the right forfeited.

#### **Article Four Hundred**

The terms of waiver included in the reconciliation contract are interpreted narrowly within the limits of the rights that were the subject of the dispute.

#### **Article Four Hundred And One**

The conciliation contract entails the expiry of the rights and claims that any of the conciliators relinquished, and neither of them nor his heirs have recourse thereto.

#### **Article Four Hundred And Two**

The effect of conciliation is limited to the rights it includes and the resolution of the dispute therein and not others.

### **Chapter Six: Holding the Competition**

#### **Article Four Hundred And Three**

The competition is a contract under which a person undertakes to make money to whoever wins a race in which victory depends on the competitor's work.

#### **Article Four Hundred And Four**

It is valid in the competition that the obligation to make be from some of the contestants or from others, and it is not valid for it to be from all of them.

#### **Article Four Hundred And Five**

If the competition is between two teams, each team is considered as one person in the commitment to make.

### **Article Four Hundred And Six**

Every agreement on gambling is void.

## **Part Two: Contracts Concerning Benefit Chapter One: Lease Contract Section One: Establishing A Lease Contract**

### **Article Four Hundred And Seven**

Lease is a contract whereby the lessor enables the lessee to benefit for a certain period of a non-consumable thing in return for a rent.

### **Article Four Hundred And Eight**

1. It is correct for the rent to be in kind, a benefit, or a right. Whether it is specific or kind.
2. It is correct for the property to be a common share.

### **Article Four Hundred And Nine**

It is correct to limit the estimate of the wage to stating valid principles according to which it is determined, and it is correct for it to be a specific amount with a known percentage of the output or of the profit.

### **Article Four Hundred And Ten**

It is valid to stipulate that the fare be accelerated, deferred, or paid in installments.

### **Article Four Hundred And Eleven**

1. If the lease contract was concluded for a specific thing with a total fee, and the number of its units was mentioned without indicating the fee for each unit, then its units appeared to be more or less; The rent was the one specified in the contract, neither more nor less than it, and in the event of a decrease, the lessee has the right to request termination of the contract.
2. If the contract specifies the rent for each unit, the lessee shall abide by the rent specified for the extra units, and the lessor shall reduce the rent specified for the missing units, and the lessee may request termination in both cases.
3. If the amount of the decrease or increase is insignificant and has no effect on the intended benefit, the lessee may not ask for termination.

### **Article Four Hundred And Twelve**

The lease term starts from the date specified in the contract, and if it is not specified, from the date of the contract.

### **Article Four Hundred And Thirteen**

If the lease term is not specified and the rent is for a specific unit of time, the lease contract is considered concluded until the end of that unit of time. Otherwise, the court determines the lease period according to custom and the circumstances of the contract.

### **Article Four Hundred And Fourteen**

It is valid to add the lease contract for a future term.

### **Article Four Hundred And Fifteen**

If the lease period expires and it is established that there is an urgent necessity for its extension, it shall be extended to the extent of that necessity, provided that the lessee pays the rent for a similar period for this period, unless otherwise agreed.

## **Section Two: Obligations Of The Lessor**

### **Article Four Hundred And Sixteen**

1. The lessor must hand over the property and its appurtenances in a condition suitable for achieving the intended benefit in full.
2. Recognition takes place by enabling the lessee to benefit from the leased property without any impediment to the benefit, with this continuing until the expiration of the lease term.

### **Article Four Hundred And Seventeen**

The lessor may refrain from handing over the leased property until he has paid the advance rent.

### **Article Four Hundred And Eighteen**

The provisions of the hand over of the thing sold shall apply to the hand over of the leased property and its appurtenances. Unless otherwise agreed.

### **Article Four Hundred And Nineteen**

1. The lessor shall undertake the necessary repairs necessary to keep the leased property usable, including repairing any defect in the leased property that affects the fulfillment of the intended benefit.
2. If the landlord is late - after being notified - in carrying out the repairs mentioned in Paragraph (1) of this Article, without prejudice to the lessee's right to request termination or reduction of the rent; The tenant has the right to obtain permission from the court to carry out the repairs, and he has the right to return to the lessor what he spent to the extent that is customary. The tenant may, without the permission of the court, carry out repairs and deduct their expense from the rent to the extent customary if it is an urgent matter or

if it is easy by custom. In all cases, the tenant must submit to the lessor an account of what has been repaired.

3. The landlord and the lessee may agree to contradict the provisions of paragraphs (1) and (2) of this Article.

#### **Article Four Hundred And Twenty**

If the lessee perishes completely during the lease term, the contract shall be automatically rescinded.

#### **Article Four Hundred And Twenty One**

If the leased property perishes during the lease period in part or becomes in a state of diminishing the use for which it was leased, and this is not due to the lessee; He may request termination of the contract or reduction of the rent.

#### **Article Four Hundred And Twenty Two**

1. If the lessee, with the permission of the landlord, creates constructions or repairs for the benefit of the leased property; He may return what was spent according to the customary amount, even if the tenant did not stipulate the return, unless otherwise agreed.
2. If what the lessee created was for his personal benefit, he has no recourse against the lessor; Unless otherwise agreed.

#### **Article Four Hundred And Twenty Three**

1. The lessor must refrain from interfering with the lessee in obtaining the benefit throughout the lease term, including if the lessor makes a change in the property that prevents the use of it or prejudices the intended benefit, otherwise he is liable. The exposure issued by one of his subordinates shall be considered as an exposure of the lessor.
2. The landlord shall guarantee to the lessee the objection issued by third parties if the objection is based on a legal reason.
3. If the interference mentioned in Paragraphs (1) and (2) of this Article results in depriving the tenant wholly or partially of the use of the leased property; He may request termination or reduction of the rent, without prejudice to his right to compensation.

#### **Article Four Hundred And Twenty Four**

1. The landlord does not guarantee the interference issued by third parties if it is not based on a legal reason, provided that if the interference is for a reason that the lessee has no hand in, and it results in depriving him of the use of the leased property; He may request termination or reduction of the fare.
2. If work from a public body results in a decrease in the use of the rented property, the lessee may request termination of the contract or reduction of the rent without prejudice to his



right to claim compensation from the landlord if the work of the public body was issued for a reason for which the landlord is responsible.

#### **Article Four Hundred And Twenty Five**

1. The lessor warrants to the lessee any defects in the property that prevent or detract from its use.
2. The lessor does not guarantee defects that are customarily tolerated or that the lessee was aware of at the time of the contract.

#### **Article Four Hundred And Twenty Six**

If the defect results in depriving the tenant wholly or partially of benefiting from the leased property, he may request termination or reduction of the rent without prejudice to his right to compensation.

#### **Article Four Hundred And Twenty Seven**

Any agreement that excludes or limits the guarantee of exposure or defect shall be null and void if the lessor has deliberately concealed the reason for this guarantee.

#### **Article Four Hundred And Twenty Eight**

It is valid to sell the leased property and this does not affect the rights of the lessee.

### **Section Three: Obligations of the Tenant**

#### **Article Four Hundred And Twenty Nine**

1. The tenant is obligated to pay the rent on the agreed dates. If the dates are not agreed upon, he is obliged to pay it upon hand over of the rented property. If the lease term is divided into periods of time, he is obliged to pay it at the beginning of each time period.
2. The rent is not due for a period that elapsed prior to the hand over of the rented property; Unless the delay in hand over is caused by the tenant.

#### **Article Four Hundred And Thirty**

1. The lessee is obligated to maintain the rented property as usual.
2. The tenant is obligated to compensate the lessor for the damages incurred by the property as a result of his trespass or negligence, and if there are more than one tenants, each one of them is obliged to compensate for the damages arising from his trespass or negligence.

#### **Article Four Hundred And Thirty One**

The lessee is obligated to use the rented property within the limits of the benefit agreed upon in the contract. If there is no agreement, he is obligated to use it according to what it was intended for.

### **Article Four Hundred And Thirty Two**

The lessee may not make a change in the leased property without the permission of the lessor unless it is necessary for him to repair the leased property and does not cause any damage to it.

### **Article Four Hundred And Thirty Three**

During the lease term, the tenant is obligated to maintain the property as required by custom. Unless otherwise agreed.

### **Article Four Hundred And Thirty Four**

1. The lessee may not prevent the lessor from carrying out the necessary repairs to preserve the leased property if the lessor informs him within a reasonable period of time before commencing it.
2. If the lessor's carrying out the repairs mentioned in Paragraph (1) of this Article results in a breach of the lessee's benefit, he may request termination or a reduction of the rent.

### **Article Four Hundred And Thirty Five**

1. The tenant is obligated to return the property to the landlord upon the termination of the lease in the same condition in which he received it, with the exception of what is required for normal use.
2. If the rented tenant kept the rented property under his hand without a right, the lessor shall be entitled to a similar rent, without prejudice to his right to compensation.

### **Article Four Hundred And Thirty Six**

1. If the lessee creates for his benefit a building or plants in the leased property, even with the permission of the lessor, and there is no agreement between them that it remains after the lease term; At the end of the lease contract, the lessor may request the removal of the innovations at the expense of the lessee with compensation if required, or the lessor may retain them by paying the value due for removal or by paying an amount equal to the increase in the value of the property due to construction or planting.
2. The lessee has the right to request the removal of the construction or plants he has created if this does not cause harm to the leased property, even if the lessor objects.

### **Article Four Hundred And Thirty Seven**

The lessee may not lease all or part of the property or waive the contract without the permission or approval of the lessor.

### **Article Four Hundred And Thirty Eighth**

A tenant who is authorized to lease or assign to a third party, upon doing so, shall abide by the limitations of the usufruct he owns in terms of type and time.

### **Article Four Hundred And Thirty Nine**

If the lessee assigns the contract, the assignee shall replace the lessee in all rights and obligations arising under the assigned contract.

### **Section Four: The Termination Of The Lease**

#### **Article Four Hundred And Forty**

1. The lease contract ends with the expiration of the period specified therein; Unless it is automatically renewed.
2. If the lease contract expires and the lessee continues to benefit from the leased property with the express or implied consent of the lessor, the contract shall be considered renewed with its terms and guarantees, except for the guarantees provided by third parties. The term of the new contract shall be determined in accordance with the provisions of Article (four hundred and thirteenth) of this Law.
3. Unless the contract is renewed in accordance with paragraphs (1) and (2) of this Article; If the landlord asks the tenant for a certain increase over the specified rent and the lessee remains in possession of the leased property after the expiry of the contract period without any objection from him to the increase; He is obligated by this increase starting from the time of the expiry of the existing contract, and the contract is considered renewed with its terms and guarantees, except for the guarantees provided by third parties, and the duration of the new contract is determined according to the provisions of Article (four hundred and thirteenth) of this law.

#### **Article Four Hundred And Forty One**

1. A lease does not end with the death of one of the contracting parties.
2. The heirs of the tenant may request termination of the contract within a reasonable period if they prove that the burdens of the contract have become, due to the death of their legator, too heavy for their resources from the estate to bear, or that the contract exceeds the limits of their needs, or that it was concluded based on considerations related to the person of their legator.
3. The lessor may request termination of the contract if the tenant dies and the contract was concluded based on considerations relating to his person.

### **Article Four Hundred And Forty Two**

1. Each of the contracting parties may request the termination of the lease if an emergency reason related to it arises, and he is obligated to compensate the other contracting party for the damage that may result from such termination.
2. If the lessor is the one who requests the rescission of the contract, the lessee shall not be compelled to return the leased property until he receives compensation or obtains sufficient guarantee.

### **Section Five: Renting land for agriculture**

#### **Article Four Hundred And Forty Three**

It is valid to lease the land for cultivation with specifying what is grown on it, or for the lessor to let the lessee choose what is grown on it.

#### **Article Four Hundred And Forty Four**

It is not valid to lease land for cultivation as a completed lease while it is occupied with crops other than the tenant whose harvest has not reached and was sown by right.

#### **Article Forty Five**

The lease of land occupied by cultivation is valid as a rent in addition to the period when the land is vacant.

#### **Article Four Hundred And Forty Six**

If a person rents the land for cultivation, the rent includes its appurtenances, what is related to it as a decision-making connection, and what is customarily considered to be ancillary, and this does not include agricultural tools and machinery, unless otherwise agreed.

#### **Article Four Hundred And Forty Seven**

Whoever leases land on the condition that he cultivates it without agreeing on the genus and type of the cultivated; He may plant it in all seasons of the year.

#### **Article Four Hundred And Forty Eight**

If the period of renting the land for cultivation expires before the crop reaches its harvest for a reason beyond the lessee's control, he may keep it for a similar rent until it is harvested, unless otherwise agreed.

### **Article Four Hundred And Forty Nine**

1. The lessor is bound by the repairs upon which the tenant's ability to exploit the land depends.
2. The lessee undertakes the maintenance required by the exploitation of the land, including the maintenance of wells, waterways, drains, and roads, and if the contract includes the rental of agricultural tools and machinery; The lessee is required to use it and undertake to maintain it, according to what is generally accepted.
3. The landlord and the lessee may agree to contradict the provisions of paragraphs (1) and (2) of this Article.

### **Article Four Hundred And Fifty**

1. If all the crops perish before being harvested due to force majeure, the lessee may request forfeiture of the rent.
2. If some of the crops perish due to force majeure, and their destruction results in a significant decrease in the rent of the land, the lessee may request a decrease in the rent.
3. The lessee does not have the right to ask for the rent to be forfeited or reduced if he receives compensation for the damage he has suffered.

### **The Second Chapter: The Loan Contract. The First Section: The Establishment Of The Loan Contract**

#### **Article Four Hundred And Fifty One**

Lending is a contract whereby the lender enables the borrower to benefit from a non-consumable thing for a specific period or for a specific purpose without consideration, provided that he returns it.

#### **Article Four Hundred And Fifty Two**

The loan does not take place except with the receipt of the thing lent.

#### **Article Four Hundred And Fifty Three**

1. If a deadline or purpose is specified for the loan, the borrower is not required to return the thing lent before the expiration of the period or the usual period for using it for such purpose.
2. If a term or purpose is not set for the loan, the borrower is required to return the thing lent at the request of the lender. Unless the borrower is harmed by the return, he has the right to keep it until the damage is removed. If the period exceeds the usual period for benefiting from something like it, he is obliged to pay the like for the extra period.

## **The Second Section: The Effects Of The Loan Contract**

### **Article Four Hundred And Fifty Four**

The lender does not guarantee the maturity of the loaned thing or that it is free from defects, but it is responsible for the damage that the borrower suffers due to the maturity or the defect if he deliberately concealed any of them or guarantees that the thing lent is free of them.

### **Article Four Hundred And Fifty Five**

The borrower must use the same care he takes in preserving his money in preserving the thing lent, without compromising the care of the usual person.

### **Article Four Hundred And Fifty Six**

The expenses of the thing lent, its usual maintenance, and its return expenses shall be borne by the borrower, and all of this unless otherwise agreed upon.

### **Article Four Hundred And Fifty Seven**

1. If the loan is not restricted by time, place, or type of usufruct; The borrower may use the thing lent in the usual manner.
2. If the lending is restricted to a time or place, the borrower is bound by this restriction, and he may not, when specifying the type of use, exceed its equivalent amount.

### **Article Four Hundred And Fifty Eight**

It is not permissible for the borrower to dispose of the thing lent in such a manner as to arrange for someone a right in its property or its benefit, except with the permission of the lender.

## **The Third Section: the termination of the loan contract**

### **Article Four Hundred And Fifty Nine**

The loan contract ends with the death of the lender or the borrower, and it does not pass to the heirs, unless otherwise agreed.

### **Article Four Hundred And Sixty**

1. The loan contract ends with the expiration of the agreed term or with the fulfillment of the benefit subject of the loan.
2. If the borrower returns the thing lent before the expiry of the loan period; The lender was obliged to receive it; Unless it results in damage.

## **Part Three: Contracts for Work Chapter One: Contracting Contract Section One: Creation of Contracting Contract**

### **Article Four Hundred And Sixty One**

Contracting is a contract whereby the contractor undertakes to make something or perform a work in exchange for a wage without being subordinate to the employer or acting on his behalf.

### **Article Four Hundred And Sixty Two**

It is valid for the contractor's obligation to carry out the work with materials from him or from the employer.

### **Section Two: Contractor Obligations**

#### **Article Four Hundred And Sixty Three**

1. If the Employer requires that the Contractor provide all or part of the materials; The contractor was responsible for the availability of the agreed terms and specifications, if any, otherwise he was bound to fulfill the intended purpose according to custom.
2. If the employer provided the materials; The Contractor undertakes to preserve it with the care of the usual person, to take into account in his work the technical principles, and to return to the Employer what is left of it.

#### **Article Four Hundred And Sixty Four**

The contractor shall bear the expenses of the machines and tools required for the completion of the work, unless otherwise agreed upon.

#### **Article Four Hundred And Sixty Five**

The contractor undertakes to complete the work in accordance with the terms of the contract and within the agreed period. If there are no conditions or a period is not agreed upon, he shall undertake to complete it in accordance with the accepted principles and within the reasonable period required by the nature of the work.

#### **Article Four Hundred And Sixty Six**

1. If the contractor breaches the terms of the contract during the course of the work, the employer may notify him to comply with them and correct the work within a reasonable period specified by him. If this period expires without correction, the employer may assign another contractor to complete the work or correct it at the expense of the first contractor in accordance with the provisions of Article (67). hundred) of this law or to request termination of the contract.

2. The employer may request the termination of the contract immediately if it is impossible to repair the defect or if the contractor is late in starting the implementation of the work or in completing it with a delay that does not hope that he will be able to complete it within the agreed period.

#### **Article Four Hundred And Sixty Seven**

1. If the thing perishes or is damaged for a reason beyond the Contractor's control before handing it over to the Employer; The contractor does not have the right to demand the agreed-upon wages or the expenses incurred by him. Unless the employer, at the time of the loss or damage, was in breach of his obligation to take over the work.
2. If the materials were provided by the Employer and the thing was destroyed or damaged before handing it over to him for a reason beyond the Contractor's control; The employer may not claim its value from the contractor unless the contractor at the time of the loss or damage has been excused for his failure to deliver the work, and it has not been proven that the thing would have been destroyed or destroyed had he delivered without breaching his obligation.

#### **Section Three: Obligations Of The Employer**

#### **Article Four Hundred And Sixty Eight**

If the contractor completes the work and puts it at the disposal of the employer, he is obliged to take possession of it, and if he refuses without a legitimate reason despite being notified of that, and it perishes in the hands of the contractor or is damaged without his transgression or negligence; The contractor was not required to compensate.

#### **Article Four Hundred And Sixty Nine**

1. The employer shall be obligated to pay the wage upon taking over the work agreed upon, unless otherwise agreed upon.
2. If the work consists of several parts, or if the wage is determined on a unit basis; The employer undertakes to pay the contractor the amount of the work he has completed after inspecting and accepting it, provided that what has been accomplished is distinguished or significant in relation to the work as a whole.

#### **Article Four Hundred And Seventy**

1. If a contract was concluded pursuant to a unit-based assay, and it transpired during the work that it was necessary to implement the agreed-upon design to clearly exceed the estimated assay; The contractor shall immediately inform the employer of this, indicating the amount of the increase in wages he expects. If he does not do so, his right to request expenses exceeding the value of the assessment shall be forfeited.



2. If the transgression required for the implementation of the design is significant; The employer may withdraw from the contract and suspend the execution, provided that this is done without delay, with the contractor paying the value of the work he has accomplished, estimated in accordance with the terms of the contract.

#### **Article Four Hundred And Seventy One**

1. If the contracting contract was concluded according to an agreed-upon design in exchange for a total wage, the contractor shall not claim any increase in the wage even if the prices of the materials used in the work or the wages of the workers or other expenses increased.
2. If a modification or addition occurs in the design, the contractor may not demand any increase in the wage unless it is due to the employer's mistake or if it was with his permission and he agreed with the contractor on the increase in the wage.
3. If the contractual balance between the obligations of each of the employer and the contractor collapses due to general exceptional circumstances that could not have been foreseen at the time of the contract and the basis on which the financial estimate of the contract was based has collapsed, then the court may, according to the circumstances, after balancing the interests of the two parties, order a restoration of the contractual balance, including This includes extending the execution period, increasing or decreasing the wage, or ordering termination of the contract.

#### **Article Four Hundred And Seventy-Two**

If the contractor's wage is not specified in the contract, he shall be entitled to a similar wage for his work, along with the value of the materials he provided that are required for the work.

#### **Section Iv: Subcontracting**

##### **Article Four Hundred And Seventy Three**

1. The contractor may entrust the implementation of all or part of the work to a subcontractor; Unless the legal texts, the agreement, or the nature of the work require otherwise, or the personality of the contractor is a matter of consideration.
2. The responsibility of the contractor remains with the employer.

##### **Article Four Hundred And Seventy Four**

The subcontractor may not claim for himself the employer anything that the contractor is entitled to unless he has referred it to the employer.

#### **Section V: The Termination Of The Contract**

##### **Article Four Hundred And Seventy Five**

The contract ends with the completion of the agreed work.

### **Article Four Hundred And Seventy Six**

Each of the contracting parties may request termination of the contracting contract if he has an emergency excuse related to the implementation of the contract, and he is obligated to compensate the other contracting party for the damage arising from this termination.

### **Article Four Hundred And Seventy Seven**

If the contractor begins the implementation and then becomes unable to complete it for a reason beyond his control; He deserves the value of the work that has been done, and what has been spent on the work that has not been completed in proportion to the benefit that has accrued to the business owner.

### **Article Four Hundred And Seventy Eight**

1. The contracting contract shall be rescinded upon the death of the contractor if it is stipulated that the contractor work by himself or if the contract was concluded based on considerations related to his person.

2. If the contract is devoid of the condition mentioned in Paragraph (1) of this Article, and the person of the contractor is not considered in the contract; The employer may request termination of the contract if the heirs do not have sufficient guarantees to carry out the work.

3. The heirs shall be entitled in the two cases mentioned in Paragraphs (1) and (2) of this Article; The value of what has been done and what has been spent on work that has not been completed in proportion to the benefit accruing to the business owner.

## **Chapter Two: The Employment Contract**

### **Article Four Hundred And Seventy-Nine**

The employment contract shall be governed by its statutory texts.

## **Chapter Three: POA Contract Section One: Creation Of POA Contract**

### **Article Four Hundred And Eighty**

POA is a contract whereby the principal-manager acts as himself in a legal act.

### **Article Four Hundred And Eighty One**

The POA may be absolute, restricted, conditional, or added to a term.

### **Article Four Hundred And Eighty Two**

The POA is not valid in general terms that do not specify the type of legal disposition that is the subject of the POA.

### **Article Four Hundred And Eighty Three**

A special POA is valid for a specific type of statutory disposition, even if the subject of this disposition is not specified, unless the disposition is a donation.

### **Article Four Hundred And Eighty Four**

In every work that is not part of the work of the administration, the POA must be specific to it, specifying the type of work and the actions that the POA requires therein.

### **Article Four Hundred And Eighty Five**

The subsequent authorization for disposal is the same as the previous power of attorney.

## **Section Two: Obligations Of The Agent**

### **Article Four Hundred And Eighty Six**

1. According to the POA contract, the agent has the right to dispose of what the power of attorney deals with and what it requires of necessary consequences according to the nature of the disposition, the will of the contracting parties, and what has been customary.
2. The money received by the agent for the account of his principal is considered a deposit.
3. The act of the agent in what is most beneficial to the principal is not considered to exceed the limits of the POA. Unless the principal has a purpose in defining the POA.

### **Article Four Hundred And Eighty Seven**

1. If the POA is without a fee, the agent is bound to exercise the care he exerts in his own business, without being charged with more than the care of an ordinary person.
2. If the POA is for a fee, the agent undertakes to exercise the care of the usual person in executing it.

### **Article Four Hundred And Eighty Eighth**

1. If there are several agents, and each of them has an independent contract; He has the sole discretion in what he has been entrusted with, unless the principal stipulates that they should not be alone.
2. If there are several agents, and they are all appointed under one contract without the principal authorizing any of them to act individually; They had to work together.

3. If there are more than one agent, they are jointly liable when the POA is indivisible, or if the damage suffered by the principal is the result of a joint fault. Even if the agent was jointly liable for what one of them did, he exceeded the POA's limits or was arbitrary in its execution.

#### **Article Four Hundred And Eighty Nine**

1. The agent may not appoint another person in all or part of what he has been appointed to do unless he is authorized to do so by the principal, and the second agent is considered an agent on behalf of the original principal.
2. An agent who is authorized to delegate others without specifying his person is not liable towards his principal except for his mistake in choosing the agent or for the instructions he issued that were the cause of the damage.
3. Each of the principal and his agent may dismiss the second agent appointed by the agent, and the removal of the first agent entails the dismissal of the second agent.

#### **Article Four Hundred And Ninety**

An agent who has been appointed to purchase a thing without specifying its price may not purchase it for more than the similar price.

#### **Article Four Hundred And Ninety One**

1. It is not permissible for the one who has been appointed to purchase a specific thing in particular to purchase it for himself, and the purchase is for the principal even if the agent declares that he is purchasing it for himself.
2. It is not permissible for the agent in the purchase to purchase it from his own money or from the money of his ancestors, descendants, or spouse, or from the person with whom the transaction was taking advantage or paying a fine, except with the permission of his principal.

#### **Article Four Hundred And Ninety Two**

1. If the agent purchases unfairly or the principal specifies the price and the agent purchases for more than that; The contract is terminated if the principal does not permit it to the agent, and if the principal permits it, it shall be executed against him and he may claim compensation from the agent.
2. If the agent declares that he has purchased the thing for himself in the presence of the principal, the purchase is for the agent.

### **Article Four Hundred And Ninety Three**

If the agent in the purchase paid the price of the thing sold from his own money, he has the right to claim it from his principal along with what he spent for the implementation of the POA in the usual amount.

### **Article Four Hundred And Ninety Four**

1. If the principal specifies for the agent in the sale the price of the thing sold, he is not allowed to sell for less than it, and if he does not specify the price, he is not allowed to sell for less than the similar price.
2. If the agent sells at a deficiency without the principal's permission, the sale shall not be executed against the principal, and he shall not have the right to argue that the sale is not enforceable against the bona fide purchaser. If the principal permits the sale, it shall be executed against him, and he may claim compensation from the agent.

### **Article Four Hundred And Ninety Five**

1. A sales agent may not purchase for himself what he has been entrusted to sell without the permission of his principal.
2. It is not permissible for the agent in the sale to sell to his ascendants, descendants, or spouse, or to those with whom the disposal was to draw booty or pay a fine, except with the permission of his principal.

### **Article Four Hundred And Ninety Six**

1. The agent in the sale may not sell the property of his principal for a deferred price without express or implied permission.
2. If the agent sells for deferred payment, he may take a mortgage or guarantee on the purchaser what he sold for deferred payment, even if the principal does not authorize him to do so.

### **Article Four Hundred And Ninety Seven**

The agent must provide his principal with the necessary information about what he has achieved in executing the POA, and give him an account of it. Unless the agreement or the nature of the transaction requires otherwise.

## **Section Three: Obligations Of The Principal**

### **Article Four Hundred And Ninety Eight**

The principal must pay the agreed-upon wages to the agent when the work is completed. Otherwise, he was a donor.

### **Article Four Hundred And Ninety Nine**

The principal is obligated to return to the agent what he spent in order to carry out the POA in the usual manner.

### **Article Five Hundred**

1. The principal is bound by all that is owed by the agent due to the usual implementation of the POA.
2. The principal shall be liable for the damage that befalls the agent due to the usual implementation of the POA, unless the damage arose from his fault.

### **Article Five Hundred And One**

The provisions of representation in contracting - stipulated in this law - apply to the relationship of the principal and the agent with third parties who deal with the agent.

### **Section Four: Termination Of The POA Contract**

#### **Article Five Hundred And Two**

The POA contract ends with the completion of the work entrusted to it, the expiry of the term specified for the POA, the death of the principal or the agent, or the loss of one of them incapacity.

#### **Article Five Hundred And Three**

The principal may dismiss his agent or restrict his power of attorney whenever he wants, unless it is issued in favor of the agent or a third party, in which case the principal may not dismiss him or restrict the power of attorney without the consent of the person in whose favor it was issued, and in all cases the principal must inform the agent of that.

#### **Article Five Hundred And Four**

If the POA is for a fee and the principal dismisses his agent at an inappropriate time or without an acceptable justification, he must compensate the agent for the damage he incurs as a result.

#### **Article Five Hundred And Five**

1. The agent may relinquish the POA if it is not related to the interest of a third party, provided that his principal is notified of his relinquishment.
2. If the POA relates to the interest of a third party, the agent may not abandon the POA unless there are serious reasons justifying that, provided that he informs the third party of this and gives him sufficient time to take what he deems appropriate to take care of his interest.

3. In all cases, the agent is obligated to continue carrying out the work he started until he reaches a stage where he does not fear harm to the principal, otherwise he is obliged to compensate for the damage.
4. If the POA is for a fee and the agent abandons the POA at an inappropriate time or without an acceptable justification, he is obliged to compensate the principal for the damage he incurs as a result of that, even if the agent's abandonment is for a work he did not start.

#### **Chapter Four: Deposit Contract Section One: Creation Of Deposit Contract**

##### **Article Five Hundred And Six**

Deposit is a contract whereby the depositor keeps the depositor's money on the condition that he returns it in kind.

##### **Article Five Hundred And Seven**

The depositor has no remuneration for keeping the deposit; Unless otherwise agreed.

##### **Article Five Hundred And Eight**

If the deposit is without payment, it is not concluded except by receipt.

#### **Section Two: Obligations Of The Depository**

##### **Article Five Hundred And Nine**

1. The depository is obligated to exercise in preserving the deposit the care he exerts in preserving his own money, without costing more than the care of the usual person.
2. The depository has the right to keep the deposit by himself or by whomever he entrusts to keep his money from among his dependents. Unless the deposit is paid.

##### **Article Five Hundred And Ten**

The depository has no right to deposit the deposit with a third party without the permission of the depositor unless he is compelled, and he has to recover it after the cause is gone.

##### **Article Five Hundred And Eleven**

The depository may not use the deposit or assign a right on it to a third party without the depositor's permission.

### **Section Three: Obligations of the Depositor**

#### **Article Five Hundred And Twelve**

If the deposit is for a fee, the depositor must pay the agreed-upon fee at the time the deposit has been preserved, unless otherwise agreed.

#### **Article Five Hundred And Thirteen**

1. The depositor is obligated to pay to the depository what he spent in terms of maintenance required for the maintenance of the deposit, unless otherwise agreed.
2. If the depository is absent, the depository may refer the matter to the court to order what it deems appropriate regarding the deposit.

#### **Article Five Hundred And Fourteen**

The depositor is obligated to pay the expenses of returning and delivering the deposit, as well as compensating the depository for any damage he sustained as a result of the deposit, unless it resulted from his negligence or negligence, and all of this unless otherwise agreed upon.

### **Fourth Section: Termination of the Deposit Contract**

#### **Article Five Hundred And Fifteen**

1. If the deposit was without pay, the depository may return the deposit and the depositor may recover it at any time; Not to be at an inappropriate time.
2. If the deposit was for a fee, the depositor has no right to return the deposit before the maturity date, and the depositor may recover it at any time if he pays the agreed fee in full and there is no condition preventing that.

#### **Article Five Hundred And Sixteen**

The deposit contract ends with the expiration of the agreed term, or the return of the deposit by consent or judicial decision, or with the death of the depository; Unless otherwise agreed.

### **Chapter Five: The Custody Contract**

#### **Article Five Hundred And Seventeen**

Custodianship is a contract whereby the custodian undertakes to preserve and manage disputed money and return it, along with its yields, to the person whose right to it is established.



### **Article Five Hundred And Eighteen**

The custodian shall be appointed by agreement of the concerned parties to appoint him. If they do not agree, the court may appoint him if it deems that the money remaining in the possession of its possessor poses an immediate danger.

### **Article Five Hundred And Nineteen**

If the concerned parties agree to hand over the money to two or more guards, none of them may unilaterally keep the money, manage it, or dispose of the yield without the permission of the rest.

### **Article Five Hundred And Twenty**

The custody contract or the judgment issued according to it determines the obligations and rights of the receiver, otherwise the provisions stipulated in this chapter and the provisions of the deposit and POA, as the case may be, shall be applied to the extent that does not conflict with the nature of the custody.

### **Article Five Hundred And Twenty One**

The custodian is bound to exercise the care of an ordinary person in preserving and managing the funds entrusted to him.

### **Article Five Hundred And Twenty Two**

The custodian, other than the work of preservation and management, may not dispose of the funds entrusted to him for custody except with the consent of the concerned parties, or with the permission of the court, or without its permission in case of urgency.

### **Article Five Hundred And Twenty Three**

The custodian is obligated to provide the concerned parties with information related to the implementation of his mission, and to provide an account of it on the dates and in the manner agreed upon by the two parties or ordered by the court.

### **Article Five Hundred And Twenty Four**

The guard has the right to recover the sums he spent in performing his work to the extent customary.

### **Article Five Hundred And Twenty Five**

The guard shall be entitled to the wage agreed upon for the performance of the work.

### **Article Five Hundred And Twenty Six**

1. If the custodian is a donor, he may give up his mission whenever he wants, provided that he informs the concerned parties and continues to carry out the work he started until he reaches a stage where abandonment does not cause harm to the concerned parties, otherwise he must be compensated.
2. If the guard works for a fee, he shall be obligated to compensate for any damage arising from his relinquishing the guard at an inappropriate time or without an acceptable justification, even if his relinquishment was from a work he did not start.

### **Article Five Hundred And Twenty Seven**

1. The guardianship ends with the agreement of the concerned parties, the court's ruling, or the expiration of its term if it was for a limited period.
2. Upon termination of the receivership, the receiver shall return the money with its proceeds to whomever the concerned parties agree upon or whom the court appoints.

## **Part Four: Participation Contracts**

### **Article Five Hundred And Twenty Eight**

1. The partnership contracts mentioned in this section must be in writing, otherwise they are null and void, and the contracting party may not invoke the nullity against third parties, and the nullity has no effect among the contracting parties themselves unless one of them requests a ruling on it, and this applies from the date of registering the lawsuit.
2. The provisions of Paragraph (1) of this Article shall apply to any amendment to the partnership contracts mentioned in this section.

## **Chapter One: The Company Contract Section One: Establishing The Company Contract**

### **Article Five Hundred And Twenty Nine**

1. A company is a contract whereby two or more partners contribute a share of money or work or both of them together in a project in order to share the resulting profit or loss.
2. The provisions of this chapter do not apply to companies whose provisions are stipulated in special regulatory texts.

### **Article Five Hundred And Thirty**

1. It is not valid for the share or some of it to be the influence, reputation or financial trust that the partner has.

2. If the share of the partner is non-monetary, the share shall be estimated at its value at the time of the contract or according to the valid basis agreed upon by the partners for its assessment.
3. If a partner's share is a debt owed by a third party, the partner's obligation to provide the share does not lapse except after collecting the debt and handing it over to the partners.

#### **Article Five Hundred And Thirty One**

1. It is correct for the company to be based on the solidarity of the partners in what they are obligated by in their debts of money or work for the benefit of the company, and the share of each of them in the capital of the company is as much as he is obligated by him. Unless otherwise agreed.
2. It is permissible for the partners to differ in what they are obligated to in their debts in terms of money or work, or that the machines and tools necessary for the work are from some of them.

#### **Article Five Hundred And Thirty Two**

The share of each partner is determined by the share that he committed to in the company's contract, and the partner may not increase his share over the share specified in the company's contract, except with the approval of the rest of the partners.

#### **Article Five Hundred And Thirty Three**

If the share of the partner is a property right or any other real right, then the provisions of the sale are the ones that apply to guarantee the share if it perishes, becomes due, or a defect appears in it.

The second section: the effects of the company contract

#### **Article Five Hundred And Thirty Four**

1. The division of profits among the partners shall be in proportion to each partner's share in the company, unless otherwise agreed.
2. Losses shall be distributed among the partners in proportion to the share of each of them in the company.

#### **Article Five Hundred And Thirty Five**

It is not valid to stipulate that the partner's share of the profit be a specific amount, or that he does not benefit from the profit or be exempt from the loss.

#### **Article Five Hundred And Thirty Six**

The partners may agree on the method of distributing the profits and the dates of their maturity, provided that the distribution takes place after the safety of the capital.

### **Article Five Hundred And Thirty Seven**

1. The partners may appoint from themselves or others someone to manage the company's money and dispose of it on their behalf.
2. If the partners do not appoint someone to manage the company's money, then each partner is considered an agent for the rest of the partners in managing the company's money and disposing of it in a way that achieves the purpose for which it was established without referring to the rest of the partners. provided that any of them has the right to object to any work before it is completed; The majority of the partners, considering the value of the shares, have the right to reject this objection. All of this unless agreed otherwise.

### **Article Five Hundred And Thirty Eight**

Every partner or whomever he authorizes has access to the company's books and documents, and any agreement to the contrary is null and void.

### **Article Five Hundred And Thirty Nine**

1. Whoever manages the company or disposes of its funds on behalf of the partners shall exercise the same care he exerts in his own business, unless he receives a wage or a share of the profit for his work, in which case he may not deviate from the usual care of the person.
2. No one who manages the company or acts on behalf of the partners may act in a way that causes harm to the company or violates the powers entrusted to him or the purpose for which it was established.

### **Article Five Hundred And Forty**

It is not permissible for the one who undertakes the management of the company or disposes of its funds on behalf of the partners to donate or lend any of the company's money; Unless authorized to do so.

### **Article Five Hundred And Forty One**

1. A partner may not retain any of the company's money for himself, nor use it for himself, otherwise he is obligated to compensate the partners for any damage arising as a result of that.
2. If a partner pays to the company from his own money or spends in its interest useful expenditures necessitated by urgency, he shall have the right to recover what was paid or spent.

### **Article Five Hundred And Forty Two**

The partner's personal creditor may request collection of his right from the debtor partner's share of the distributable profits or from his share in the company's money after liquidation. The rest of the partners have priority in purchasing those shares.

### **Article Five Hundred And Forty Three**

1. Subject to the provisions of Article (91) of this Law, if the company's business has resulted in a debt related to its objectives and its funds have not fulfilled it; The partners owed their own money what was left of the debt to the extent of their share in the company.
2. The company contract does not require the partners to be jointly liable, unless they agree to that.

### **The third section: the termination of the company contract**

### **Article Five Hundred And Forty Four**

1. The company's contract ends with the expiration of the purpose for which it was established or with the expiration of its term, and it may be extended by agreement of the partners before the expiry of the term.
2. If the period specified for the company expires or the purpose for which it was established ends, and then the partners continue to work of the type of business for which the company was established, this will be a renewal of the company's contract with its first conditions, except for those related to specifying the company's term, and the provisions of the company of indefinite duration apply to it.
3. The creditor of one of the partners may object to the renewal of the company's contract, and his objection will result in the contract renewal not being enforceable against him.

### **Article Five Hundred And Forty Five**

1. If the duration of the company is indefinite, the partner may withdraw from it at any time, provided that he informs all partners - in writing - of his intention to withdraw within a reasonable period of time, and that his withdrawal is not due to fraud or at an inappropriate time.
2. If the term of the company is fixed; The partner does not have the right to withdraw from it before the expiry of the period, and the court may remove him from it if he requests that and presents acceptable reasons, provided that he compensates the partners for any damage caused to them as a result of that.

### **Article Five Hundred And Forty Six**

1. The partners may agree in the company's contract on how to remove any of the partners from it and the procedures for that.
2. Any of the partners may request the court to remove one or more partners from the company if there are acceptable reasons for doing so.

### **Article Five Hundred And Forty Seven**

1. The company contract ends with the death, interdiction, or insolvency of one of the partners, the commencement of the liquidation procedure, or his withdrawal.
2. It is permissible to agree that if one of the partners dies, the company will continue with his heirs, even if one of them is incompetent or incomplete.
3. It may be agreed that if one of the partners dies, is interdicted, becomes insolvent, or liquidation procedures are opened for him, or he withdraws; The company continues among the rest of the partners.

### **Article Five Hundred And Forty Eight**

If the company ends with respect to one of the partners and it continues among the rest, the share of the partner with whom the company has ended shall be estimated according to its value at the time of the occurrence of the cause that led to the termination of the partnership with regard to him, and it shall be paid to him or his heirs in cash, unless otherwise agreed upon.

### **Article Five Hundred And Forty Nine**

1. The company's funds shall be liquidated and divided according to the procedures agreed upon by the partners.
2. If the partners do not agree on the liquidation procedures, each interested party may request the court to conduct the liquidation and division, and the court may determine the liquidation procedures, taking into account the nature of the funds subject to liquidation, and it may, when necessary, appoint a liquidator.
3. In dividing the company's funds, the rules relating to the division of common property shall be followed.

## **Chapter Two: The Speculation Contract Section One: The Establishment Of The Speculation Contract**

### **Article Five Hundred And Fifty**

Speculation is a contract whereby the owner of the capital delivers money to whoever works in it with a common part of the profit.

### **Article Five Hundred And Fifty One**

1. It is valid for the speculative capital to be the debt owed by the owner of the money to the speculator.
2. If what the owner of the capital offered for speculation was money other than cash, then the capital shall be the value of what he provided at the time of contracting, or according to the valid bases agreed upon by the two contracting parties.

### **The Second Section: The Effects Of The Speculation Contract**

#### **Article Five Hundred And Fifty Two**

The owner of the money is obliged to hand over the speculative money to the speculator and enable him to manage and dispose of it.

#### **Article Five Hundred And Fifty Three**

After handing over the capital to him, the speculator has the right to manage and dispose of it in accordance with the provisions of Articles (the Thirty Nine ), (the forty ) and (the forty-first ) of this law, taking into account the requirements of the speculation contract between him and the owner of the money.

#### **Article Five Hundred And Fifty Four**

The speculator must provide the owner of the money with information related to the speculative business and provide him with an account about it at the end of its period. If the contract is of an indefinite period, this information must be submitted at the end of each year, unless otherwise agreed upon.

#### **Article Five Hundred And Fifty Five**

1. If the Speculation contract is restricted to time, place, type of work, or otherwise; The Speculation is bound by what the contract is restricted to.
2. If the speculation contract is absolute, the speculator is authorized to work in accordance with custom.

#### **Article Five Hundred And Fifty Six**

1. It is not permissible for the speculator to mix the speculative money with his own, nor to hand it over to a third party for speculation, unless it is customary to do so or the owner of the money has authorized him to act as he sees fit.
2. In the cases in which the speculator may mix the speculative money with his own; The profit of each money is calculated according to its percentage of the mixed money, and the

due share of the Speculation money is distributed among the contracting parties in accordance with the provisions of this chapter.

#### **Article Five Hundred And Fifty Seven**

1. The owner of the capital alone shall bear the decrease in the capital, and every condition stipulating otherwise shall be null and void.
2. If the capital decreases in the hands of the speculator without transgression or negligence on his part, he is not obliged to compensate the owner of the money for the decrease.
3. If the speculator commits transgression or negligence, he is obliged to compensate the owner of the capital for the capital shortage and for all the damages that may result from that.

#### **Article Five Hundred And Fifty Eight**

1. The share of each of the contracting parties in the profit shall be determined according to the agreement.
2. If there is no agreement to determine the share of each of the contracting parties in the profit; It is determined according to custom, and the contractor in this case may terminate the Speculation contract in accordance with paragraph (1) of Article (five hundred and sixty-second) of this law.

#### **Article Five Hundred And Fifty Nine**

1. It is not valid in a Speculation contract to stipulate a specific amount of profit for one of the contracting parties.
2. It is valid to agree that the profit shall be shared between the two contracting parties and what exceeds it over a certain limit that is unique to one of them, or it is agreed that the share of each of them in the profit shall change according to the profit achieved for speculation according to valid principles for its determination.
3. It is valid to agree that one of the contracting parties will have a known wage for a specific work, and he will be entitled to his share of the profit.

#### **Article Five Hundred And Sixty**

1. The contracting party shall be entitled to his share of the profit at the end of the speculation, unless there is an agreement to evaluate the speculation and specify what each of the contracting parties is entitled to at specific dates while the speculation continues, and it is assumed that what is distributed during the speculation is from the profit.
2. The contractor may not take his share of the profit before it becomes due without the consent of the other party.



### **The Third Section: The End Of The Speculation Contract**

#### **Article Five Hundred And Sixty One**

The speculation contract ends with the expiration of the term if the contract is for a fixed period, or with the end of the work for which the speculation was held.

#### **Article Five Hundred And Sixty Two**

1. If the Speculation contract is for an indefinite period; The contracting party may withdraw from it at any time, provided that he informs the other contracting party of his intention to withdraw within a reasonable period of time, and that the withdrawal is not due to fraud or at an inappropriate time.
2. If the Speculation contract is for a fixed term; The contracting party may not withdraw from it before the expiration of the period, and he may request that from the court if he presents with acceptable reasons, provided that he compensates the other contracting party for any damage incurred as a result of that.

#### **Article Five Hundred And Sixty Three**

1. If the speculative contract ends, the speculator is required to bring the business he started to a state in which the speculative funds or profits are not exposed to damage or shortage.
2. It is not permissible for the speculator after the end of the speculation contract to dispose of its money, and if it is not cash, the speculator is obliged to convert it into cash, unless the agreement or the nature of the transaction requires otherwise.

#### **Article Five Hundred And Sixty Four**

1. Upon the termination of the speculation contract, the speculator is obliged to return to the owner of the capital his share of the speculation money.
2. If the speculator is late in responding without an acceptable justification, then the loss of money is the consequence of that on him, and if he wins, then the owner of the money has compensation for the profit that is achieved for his money until it is returned.

#### **Article Five Hundred And Sixty Five**

1. The Speculation contract ends with the death, interdiction, or insolvency of one of the contracting parties, or the initiation of a liquidation procedure for him.
2. If the speculative contract ends with the death of the speculator, his heirs - if they have the capacity - or their representative, and they were aware of the speculation, must take the initiative to notify the owner of the money of the death of their bequeather, and take whatever measures are necessary to preserve the money.

## **The Third Chapter: The Contract Of Participation In The Output. The First Section: General Provisions**

### **Article Five Hundred And Sixty Six**

Sharing in the output is a contract whereby the owner of the capital delivers a non-consumable thing to the one who exploits it in exchange for a common part of the output.

### **Article Five Hundred And Sixty Seven**

1. The owner of the money is obligated to enable the worker to work according to what was agreed upon, and the worker is obligated to exercise the care of the usual person in the work and to preserve the money.
2. The expenses of preserving the asset are borne by the owner of the money, and the expenses of its exploitation are borne by the worker. All of this unless agreed otherwise.
3. The worker may hire, at his own expense, workers to assist them in carrying out all or part of the work.

### **Article Five Hundred And Sixty Eight**

1. Each contracting party shall be entitled to his share of the output when it is realized, and it is permissible to agree on the method of calculating the output and the dates of its maturity.
2. If the contract of sharing in the output expires, the principal that he provided is returned to the owner of the capital, and the separate increments that he spent and were not included in the output are returned to the worker, and the connected expenses he spent are useful unless their separation harms the principal, in which case the owner of the capital may own them at the value of what he spent the worker or by the amount that increased the value of the asset; All of this unless agreed otherwise.

### **Article Five Hundred And Sixty Nine**

If the contract of sharing in the product is invalidated, then the product belongs to the owner of the capital and the worker has a wage similar to his work, unless the materials from which the output is generated were from the worker, in which case the output is for him, and the owner of the capital has a similar wage for the period of exploitation of the asset.

### **Article Five Hundred And Seventy**

1. The contract of participation in the output ends with the expiry of the term, or with the completion of the work.
2. The contract of sharing the output ends with the death of the worker if it was intended for his person in the contract, or if the heirs chose not to complete the work, and the owner of

the money may request the termination of the contract if the heirs do not have sufficient guarantees for the proper implementation of the work.

3. The contract of participation in the output does not end with the death of the owner of the money.

## **The Second Subsection: The Agricultural Partnership Contract**

### **Article Five Hundred And Seventy One**

Agricultural partnership is a contract whereby land or trees are handed over to those who work on it as a farmer or as a sharecropper in exchange for a common part of the produce.

### **Article Five Hundred And Seventy-Two**

In the agricultural partnership contract, it is valid for the seed or planting to be from the owner of the money or from the worker, or both.

### **Article Five Hundred And Seventy Three**

It is not valid to stipulate that the share of one of the contracting parties be an uncommon amount of the produce or the output of a specific place of land or trees.

### **Article Five Hundred And Seventy Four**

If the duration of the agricultural partnership contract is not specified, or a period is specified that does not bear the maturity of the harvest or cuttings; The duration of the contract is determined by one agricultural cycle in the sharecropping, and by a period that is likely to produce the first produce in the watering.

### **Article Five Hundred And Seventy Five**

If the worker refuses to complete the work, the owner of the money may - after notifying the worker - hire at the worker's expense someone who will complete the work in accordance with the provisions of Article (one hundred and Sixty Seventh) of this law, or request termination of the contract.

### **Article Five Hundred And Seventy Six**

Each contracting party shall be entitled to his share of the product upon its appearance. If the period expires before its appearance, none of the contracting parties shall be entitled to anything from the other. And if it elapses after the production appears and before it reaches its harvest or cuttings, the worker is given the choice between working until the harvest or cuttings are reached and taking his full share, or leaving the work. Lord of the money from what I spend.

### **Article Five Hundred And Seventy Seven**

The worker has the right to request the termination of the agricultural partnership contract if he has an urgent excuse before the output appears related to the implementation of the contract, and he is entitled to a wage for the same work and the value of what he spent, to the extent of the benefit accrued to the owner of the money, without prejudice to the compensation of the owner of the money if it is necessary for him.

## **Chapter Five: The Suretyship Contract And The Insurance Contract Chapter One: The Suretyship Contract Section One: Creating The Suretyship Contract**

### **Article Five Hundred And Seventy Eight**

Suretyship is a contract whereby the surety binds the creditor to fulfill an obligation on the debtor if the debtor himself fails to fulfill it.

### **Article Five Hundred And Seventy-Nine**

1. The guarantee is concluded between the guarantor and the creditor, and the silence of the creditor, if the offer is addressed to him, is considered an acceptance of the guarantee.
2. The conclusion of the suretyship does not depend on the debtor's acceptance, and it is permissible without his knowledge, and it is also permissible despite his objection.

### **Article Five Hundred And Eighty**

1. In the sponsorship contract, the guarantor must be fully qualified.
2. The bail from the terminally ill patient is not enforceable against the heirs for what exceeds (one-third) of the estate except with their approval.

### **Article Five Hundred And Eighty One**

A surety is valid only if the obligation guaranteed is true.

### **Article Five Hundred And Eighty Two**

The surety may be completed, conditional, temporary, or added to a term.

### **Article Five Hundred And Eighty Three**

1. The suretyship is valid in the future debt if the amount of the sponsored is specified in advance, and it is valid in the debt that is conditional.

2. The guarantor of the future debt, if he does not specify a guarantee period, may withdraw his guarantee, provided that the creditor is notified of his return before the debt is settled in sufficient time.

#### **Article Five Hundred And Eighty Four**

1. If the suretyship is in an amount greater than what is owed by the debtor and with stricter conditions than the one guaranteed for, it is valid only in the amount of the debt owed by the debtor and with its conditions.
2. The suretyship is valid for an amount less than the debt owed by the debtor and with lighter conditions.

### **The Second Section: The Effects of the Suretyship Contract**

#### **Article Five Hundred And Eighty Five**

If the guarantee is absolute, the guarantor's obligation follows the debtor's obligation, whether immediate or deferred.

#### **Article Five Hundred And Eighty Six**

The guarantee of the current debt is valid as a deferred guarantee, and the creditor has the right to claim it from the debtor immediately, and he is not entitled to claim the guarantor for it except when the term comes.

#### **Article Five Hundred And Eighty Seven**

The guarantor in the temporary sponsorship is not required except for the obligations arising from the period of the sponsorship.

#### **Article Five Hundred And Eighty Eighth**

1. The guarantor shall be discharged from the obligation to the extent that the creditor has forfeited the guarantees of the debt by his fault.
2. Debt guarantees mean: everything allocated to guarantee the debt, even if it was decided after the guarantee, and every guarantee established by law.

#### **Article Five Hundred And Eighty Nine**

If the debt becomes due and the creditor does not claim it from the debtor, the guarantor may, if he is not in solidarity with the debtor, excuse the creditor to take action against the debtor. Unless it is with the sponsor's approval.

### **Article Five Hundred And Ninety**

If any of the liquidation procedures were initiated for the debtor in accordance with the statutory provisions and the creditor did not submit his claim for the debt in accordance with that procedure, his right of recourse to the guarantor shall be forfeited to the extent that he would have fulfilled it if he had submitted the debtor's claim for it.

### **Article Five Hundred And Ninety One**

1. The creditor shall not have recourse against the guarantor alone except after his recourse against the debtor, nor may he enforce the money of the guarantor except after stripping the debtor of his money, and all of this unless the guarantor is in solidarity with the debtor.
2. The court shall not rule according to Paragraph (1) of this Article unless the guarantor upholds his right in both cases.

### **Article Five Hundred And Ninety Two**

1. If the guarantor requests for forfeiture, he must, at his own expense, direct the creditor to the debtor's funds that pay the debt in full. The funds are irrelevant if they are outside the Kingdom, or if they are disputed funds.
2. In cases where the guarantor directs the debtor's funds, the creditor shall be responsible towards the guarantor for the debtor's insolvency that results from the creditor's failure to take the necessary measures in a timely manner.

### **Article Five Hundred And Ninety Three**

The statutory and judicial surety requires the guarantors to be in solidarity with the debtor and their solidarity with each other.

### **Article Five Hundred And Ninety Four**

If the debt is documented by a security in kind before or with the guarantee, and the guarantor is not jointly with the debtor; It is not permissible to execute the guarantor's money before execution on the money documented for the debt.

### **Article Five Hundred And Ninety Five**

If there are several guarantors of one debt, each of them may be claimed for the entire debt, unless they have guaranteed all of them in one contract and their solidarity is not stipulated in it, in which case none of them can be claimed except to the extent of his share.

### **Article Five Hundred And Ninety Six**

If the guarantors are jointly liable among themselves and one of them fulfills the debt; He had the right to return to each of the remainder his share in the debt and his share in the share of the insolvent among them.

### **Article Five Hundred And Ninety Seven**

1. Under the suretyship contract, the guarantor has the right to claim back from the debtor what was paid on his behalf and what he paid of the expenses required by the contract. If the suretyship is with the knowledge of the debtor and without his objection.
2. If the guarantor expedited the payment of the deferred debt, he does not have the right to recourse against the debtor for the deferred debt that expedited its payment before the due date, unless such expediting was done with the debtor's permission.

### **Article Five Hundred And Ninety Eight**

1. If the guarantor pays the debt, the creditor must deliver to him all documents necessary to exercise his right of recourse against the debtor.
2. If the guarantor fulfills the debt and the debt is documented by a security in rem, the creditor must relinquish it to the guarantor if it is movable, or take the necessary procedures to transfer his rights to the guarantor if it is real estate, and the guarantor shall bear the expenses of this transfer.

### **Article Five Hundred And Ninety Nine**

If the guarantor pays the debt, he has the right to replace the creditor in all his rights towards the debtor, and if he did not fulfill except some of the debt, then he does not return what he paid except after the creditor collects all his rights from the debtor.

### **Article Six Hundred**

1. If the guarantor fulfills something else in lieu of the debt, he shall have recourse against the debtor for the debt or for what he actually paid, whichever is less.
2. If the guarantor reconciles with the creditor for less than the debt, he shall have recourse against the debtor for what he paid, not for what he guaranteed.

### **Article Six Hundred And One**

The debtor is required to inform the guarantor of any reason necessitating the expiry or invalidity of the debt. If he does not do so and the guarantor pays the debt when due, he shall have recourse against the debtor, without prejudice to the right of the guarantor to recourse against the creditor in accordance with the provisions of this Law.

### **Article Six Hundred And Two**

If the debtors are jointly liable, then whoever sponsored them all may have recourse against any of them for all that he paid of the debt.

### **The Third Section: The Termination Of The Sponsorship Contract**

#### **Article Six Hundred And Three**

The guarantor is acquitted once the debtor is acquitted, and the guarantor - even if he is jointly involved - may uphold all defenses invoked by the debtor. Unless what the debtor invokes is his lack of capacity, and the guarantor was aware of that at the time of the contract, he may not invoke it.

#### **Article Six Hundred And Four**

If the creditor accepts to receive something else in consideration for the debt, the guarantor is discharged even if this thing is due.

#### **Article Six Hundred And Five**

1. If the debtor or the guarantor assigns the creditor the secured debt or part thereof to another valid assignment, the debtor and the guarantor shall be acquitted within the limits of this assignment.
2. If it is stipulated in the assignment that the guarantor be acquitted only, he alone is acquitted without the debtor.

#### **Article Six Hundred And Six**

The sponsorship contract does not end with the death of the guarantor or the debtor, and the obligation remains on the estate of the deceased.

### **Chapter Two: The Insurance Contract**

#### **Article Six Hundred And Seven**

The insurance contract is governed by its statutory texts.

### **Section Three: Real Rights Part One: Original Real Rights Chapter One: The Right of Ownership Section One: General Provisions for the Right of Ownership First: Scope of the Right**

#### **Article Six Hundred And Eight**

1. The right of ownership entitles the owner alone, within the limits of the law, to use, exploit and dispose of the owned thing.



2. The owner of a thing alone has the right to all its fruits, products and accessories. Unless there is a legal text or action that requires otherwise.

#### **Article Six Hundred And Nine**

1. The owner of a thing owns everything that is considered one of its essential elements, which cannot be separated from it without it perishing, being damaged, or changing.
2. Whoever owns a land owns what is above it and what is below it to the extent useful in enjoying it in height and depth; Unless there is a legal text or action that requires otherwise.

#### **Article Six Hundred And Ten**

No one shall be prevented from his possession, nor shall his possession be taken away from him, except in the cases established by the legal texts.

#### **Second: ownership restrictions**

#### **Article Six Hundred And Eleven**

The owner must adhere to the use of his right with the statutory provisions of the restrictions prescribed for the public or private interest.

#### **Article Six Hundred And Twelve**

If a third party's right is attached to the property, the owner may not dispose of it in a harmful way without the permission of the owner of the right.

#### **Article Six Hundred And Thirteen**

1. The landlord must not abuse his right to an extent that harms the neighbor's property.
2. The neighbor does not have the right to return to his neighbor for the usual harms of the neighborhood that cannot be avoided, but he has the right to request the removal of these harms if they exceed the usual limit, taking into account custom, the nature of real estate, the location of each of them in relation to the other, and the purpose for which it was allocated, nor The license issued by the competent authorities prevents the neighbor from using his right to demand the removal of these harmful things.

#### **Article Six Hundred And Fourteen**

If the wall is shared by two (or more), neither of them may make any change in it inconsistent with the purpose for which it was prepared without the permission of the other.

#### **Article Six Hundred And Fifteen**

1. A partner in a common wall may raise it at his own expense if he has a serious interest in that, provided that he does not cause serious harm to his partner.

2. If the common wall is not suitable for heightening, the partners who wish to raise it must rebuild the entire wall at their own expense.
3. If the common wall becomes unfit for the purpose for which it was erected, the expense of its repair shall be borne by all the partners in proportion to the share of each of them in it.

#### **Article Six Hundred And Sixteen**

The owner of the wall may not demolish it if the demolition harms the neighbor whose property is hidden by the wall, unless there is a valid reason for the demolition.

#### **Article Six Hundred And Seventeen**

1. The owner may not stipulate in his disposition - whether in a contract or a will - a condition that prevents the person to whom it was disposed of from disposing of the money, unless this condition is for a reasonable period and is intended to protect a legitimate interest of the person disposing of it, the person to whom it was disposed of, or a third party.
2. If the period for preventing the recipient from disposing of it is not specified, the court may specify it according to custom, the nature of the transaction, and the purpose of the disposal.
3. Every condition that prevents the recipient from disposing of it shall be null and void unless it meets the provisions of Paragraph (1) of this Article.

#### **Article Six Hundred And Eighteen**

If the condition preventing disposal is valid in accordance with Article (six hundred and seventeenth) of this law, then every disposition contrary to it is null, without prejudice to the right of the successor of the person prohibited from disposing if he gains compensation in good faith.

### **Third: Common Property and Its Division**

#### **Article Six Hundred And Nineteen**

If more than one person owns something without separating the share of each of them, then they are partners in common, and their shares are equal, unless evidence is established to the contrary.

#### **Article Six Hundred And Twenty**

1. Each co-owner has the right to dispose of, exploit and use his share; This is done without the permission of the rest of the partners, provided that it does not cause harm to their rights.
2. If the disposal of the co-owner is based on a separate part of the common property and this part does not fall into the share of the disposer upon division, the right of the disposer will transfer to him from the time of the disposal to the part that devolved to the disposer through division, and if the disposer is unaware that the disposer does not own the property

The disposer of it is separated at the time of the contract, so he has the right to annul the disposition.

#### **Article Six Hundred And Twenty One**

The management of common money shall be the right of the partners jointly, unless the statutory texts or the agreement require otherwise.

#### **Article Six Hundred And Twenty Two**

1. If the partners differ in the management of the common money, the opinion of the majority in the usual management shall be binding on all the partners and their public and private successors. The majority is considered to be the value of the shares, and it may choose a manager from among the partners or from others, and lay down a regulation for the management of the money and the proper use of it that applies to all partners.
2. If the majority stipulated in Paragraph (1) of this Article is not available, the court may, at the request of any partner, appoint a manager for the common property.

#### **Article Six Hundred And Twenty Three**

1. The partners who own no less than three-quarters of the common property may decide in order to improve the utilization of this property through basic changes and modifications in the purpose for which it was prepared that go beyond the limits of the usual management, provided that they inform the rest of the partners of their decisions, and those of them who violate have the right to object to Court within (thirty) days from the date of his notification.
2. If the court approves the decision of the majority stipulated in Paragraph (1) of this Article, it may decide what measures it deems appropriate, including what guarantees the objector the fulfillment of any compensation that may be due.

#### **Article Six Hundred And Twenty Four**

Each co-owner has the right to take the means to preserve the co-money, even without the consent of the rest of the co-owners.

#### **Article Six Hundred And Twenty Five**

He bears the expenses of managing and preserving the common property and all other expenses resulting from the common property or determined on the property; All partners each according to his share, and all of that unless otherwise agreed upon.

#### **Article Six Hundred And Twenty Six**

If all the partners agree on the division, it is valid even if the benefit or value of the money is diminished.

### **Article Six Hundred And Twenty Seven**

Whoever wants to get out of the joint may request the judicial division, unless there is an agreement or a legal text that prevents that, or it is evident from the purpose for which the money was allocated that it must always remain in common.

### **Article Six Hundred And Twenty Eight**

1. If one of the partners requested the division of common property and the rest refused, and the property was divisible in kind without resulting in interruption of its utilization or a significant decrease in its value, the court shall divide it. If either of them results in division, the court shall order the sale of the property at auction.
2. If the applicant for division is able to sell his share for no less than its value if the money is sold in full, the partners are not obligated to sell in the auction, and the partners - if the sale of the share results in a decrease in its value - may anticipate selling in the auction by paying to the applicant the amount of the decrease in his share. Because it was sold separately.

### **Article Six Hundred And Twenty Nine**

1. The creditor of any partner may object to the division of the common property or to it being sold in the auction without entering it, by intervening before the court if the division is judicial, or by informing all the partners of the objection if the division is consensual, and they must include it in its procedures, otherwise it is ineffective. In all cases, the creditor whose right is registered must be entered into before filing a lawsuit for judicial division or concluding a conventional division.
2. If the division takes place, the creditor who did not intervene may not appeal it except in the case of fraud.

### **Article Six Hundred And Thirty**

If a debt appears on the deceased after dividing the estate, each of the heirs shall be bound by his share of the debt in the share that devolved to him from the estate.

### **Article Six Hundred And Thirty One**

The agreed division may be revoked if the co-participant proves that he has suffered unfairness from it, and the lawsuit must be filed within the year following the division.

### **Article Six Hundred And Thirty Two**

1. If the part or all of the part is due for a reason prior to the division, then the part whose share or part of it is due may claim the guarantee of that due from the rest of the part, unless the part is due for a reason after the division.

each in proportion to his share; What is considered in estimating the guarantee is the value of the thing at the time of division.

2. The sharer has no recourse to the guarantee of entitlement if there is an agreement to waive it if it arose for a reason expressly specified in the agreement or was due to the fault of the sharer himself.

### **Article Six Hundred And Thirty Three**

The co-owner is considered the owner of the share that has devolved to him since it was acquired in co-ownership.

### **Article Six Hundred And Thirty Four**

Adaptation is the division of the benefit of common money between the partners, temporally or spatially, according to the proportion of their shares.

### **Article Six Hundred And Thirty Five**

1. In the time arrangement, it is necessary to specify the time of its commencement and the duration of the benefit for each partner. If the partners differ in this, the court shall determine the period it deems appropriate according to the nature of the dispute and the common money, and it may draw lots to determine the start time of the benefit.
2. In the spatial arrangement, the place of use must be determined for each partner. If the partners disagree on that, the court may draw lots to determine the place of use.

### **Article Six Hundred And Thirty Six**

The provisions of the lease contract shall apply to the facilitation insofar as it does not conflict with its nature.

### **Article Six Hundred And Thirty Seven**

During the procedures for dividing the property, the partners may agree on the arrangement until the division is completed.

### **Article Six Hundred And Thirty Eight**

1. If one of the partners requested the division of the money and the others requested the facilitation, or if one of the partners requested the division during the validity of the facilitation; The division request was accepted.
2. If one of the partners requested the arrangement and the others refused and did not ask for division, then they are forced to make the arrangement.

### **Article Six Hundred And Thirty Nine**

The arrangement does not expire with the death of one of the partners, and his heirs take his place.

## **Fourth: Ownership of real estate units**

### **Article Six Hundred And Forty**

Ownership of real estate units shall be governed by the relevant statutory texts.

## **Section Two: Reasons For Acquiring Ownership First: Achieving Permissibility**

### **Article Six Hundred And Forty One**

1. Whoever acquires a permissible movable property with the intention of appropriating it, owns it.
2. The movable is permissible if it is not prohibited by a legal text and it does not have an owner or its owner abandons it with the intention of relinquishing its ownership.

### **Article Six Hundred And Forty Two**

Minerals, hydrocarbons, waste, water, footage, antiquities and hunting shall be subject to their respective statutory texts.

### **Article Six Hundred And Forty Three**

State real estate is governed by the relevant statutory texts.

## **Second: Acquisition of property by guarantee, inheritance and will**

### **Article Six Hundred And Forty Four**

All property that must be compensated is owned by the one who is required to compensate if he pays the same or its value to the original owner.

### **Article Six Hundred And Forty Five**

The heir by inheritance owns his share of the funds owned by the inheritor, according to the statutory texts related to it.

### **Article Six Hundred And Forty Six**

The beneficiary owns the bequeathed money, according to the statutory texts of the will.

### **Article Six Hundred And Forty Seven**

Every statutory disposition of a person in a terminal illness that is a donation or compensation in which there is favoritism; The donation or the amount of favoritism in it takes the rule of the commandment.

### **Article Six Hundred And Forty Eight**

If a person disposes of one of his heirs and retains possession of the thing he disposed of, and the right to use it throughout his life, the disposal is considered added to after death and the provisions of the will apply to him, unless evidence is established to the contrary.

### **Third: Adhesion**

### **Article Six Hundred And Forty Nine**

Everything that is on the land or that was under it, such as building or planting, is considered to be the work of the owner of the land, which he established at his expense, and it is his property. All of this unless there is evidence to the contrary.

### **Article Six Hundred And Fifty**

If the owner of the land creates a building or plants on his land with materials owned by others without permission, the third party may recover it at the expense of the land owner if its removal does not cause serious damage to the land, and if the removal causes serious harm to the land; Ownership of the land at its value, with compensation, if required.

### **Article Six Hundred And Fifty One**

1. If a person builds or plants with his own materials on a land he knows belongs to someone else without the permission of its owner; The owner has the right to request the removal of the innovations at the expense of the one who created them with compensation if he has a requirement, or to keep them by paying the value due for removal or by paying an amount equal to the increase in the value of the land due to construction or planting.
2. The innovator has the right to request the removal of the buildings or plants he has created, if this does not cause harm to the land, even if the owner does not consent to it.

### **Article Six Hundred And Fifty Two**

If a person, in good faith, creates a building or plantation with materials of his own on land owned by another, then the innovator has the right to remove it if the removal does not harm the land. The owner has the choice between paying the value of the materials and the work fee, or paying an amount equal to the increase in the value of the land due to construction or planting. If the building or the plantings reach a level of magnitude that makes the owner of the land burdened to pay what is due for them, he may request the ownership of the land for the one who erected the building or the plantings in return for a fair compensation.

### **Article Six Hundred And Fifty Three**

If the owner of the land, while residing on it, had a building that was built in good faith on a part of the adjacent land, the court may - if it deems it appropriate - force the owner of this land to assign to his neighbor the ownership of the part occupied by the building, in return for a fair compensation.

### **Article Six Hundred And Fifty Four**

If two movables belonging to different owners are connected so that they cannot be separated without damage, and there is no agreement between the owners, the court shall rule on the dispute, taking into account the damage that occurred, the condition of the two parties, and the good faith of each of them.

## **Fourth: the Contract**

### **Article Six Hundred And Fifty Five**

Ownership and other rights in rem in the real estate movable in the contract shall be transferred whenever it reaches a place owned by the disposer in accordance with the statutory texts.

### **Article Six Hundred And Fifty Six**

1. If the subject matter of the contract is specific, its ownership is transferred by the contract.
2. If the subject matter of the contract is specified by type, ownership is not transferred to any of its members except by separating it.

### **Article Six Hundred And Fifty Seven**

If a legal text stipulates a procedure for the transfer of ownership and other real rights, they shall not be transferred unless that procedure is completed.

## **Fifth: Pre-Emption**

### **Article Six Hundred And Fifty Eight**

Preemption is the partner's right to own the property sold at the price at which it was sold and with its expenses.

### **Article Six Hundred And Fifty Nine**

If more than one intercessor meets, the entitlement of each of them to the pre-emption is commensurate with his share.



### **Article Six Hundred And Sixty**

If a person purchases a pre-emptive purchase and then sells it to another before informing the pre-emptor of his desire to take the pre-emption in accordance with paragraphs (b) and (c) of Article (six hundred and Sixty Sixth) of this law, the pre-emptor has no right to take it except for the price at which it was sold to the second purchaser and his expenses.

### **Article Six Hundred And Sixty One**

Preemption is proven by the completion of the sale with the establishment of the reason therefor.

### **Article Six Hundred And Sixty Two**

The preemptor does not have the right of pre-emption unless he owns his share in the property at the time the purchaser purchases the seller's share.

### **Article Six Hundred And Sixty Three**

If pre-emption is established according to Article (six hundred and Sixty One) of this law; It does not revoke with the death of the seller, the purchaser, or the intercessor.

### **Article Six Hundred And Sixty Four**

Pre-emption does not accept division, as the preemptor does not have the right to take some of the real estate by force from the purchaser, unless there are multiple purchasers and the seller unites; The intercessor may take the share of some of them and leave the rest.

### **Article Six Hundred And Sixty Five**

No pre-emption in the following cases:

- A- If the transfer of ownership is by non-sale.
- c- If the sale takes place between the ascendants and the descendants, or between the spouses.
- B- If the real estate is sold in an auction in accordance with the statutory provisions.

### **Article Six Hundred And Sixty Six**

Pre-emption is forfeited in the following cases:

- A. If the preemptor waives his right to pre-empt, expressly or implicitly, even if that was before the sale.
- B. If the preemptive party does not inform the seller and the purchaser of its desire to take preemption within (ten) days from the date of the warning addressed to him by the seller or purchaser requesting him to express his desire, provided that this warning includes sufficient data on the purchaser, the seller, the price and the terms of the contract.

- C. If the preemptor does not file a preemption lawsuit within (thirty) days from the date of the notification addressed to the seller and purchaser.

#### **Article Six Hundred And Sixty Seven**

The pre-emption claim shall not be heard after (one hundred and eighty) days have elapsed from the date of registration of the sale.

#### **Article Six Hundred And Sixty Eight**

A pre-emption lawsuit is filed against the seller or the purchaser, and the court may give the pre-emptor (fifteen) days to deposit the price or part of it, according to the court's discretion, with the authority specified by the Minister of Justice, otherwise his right to pre-emption is forfeited.

#### **Article Six Hundred And Sixty Nine**

Ownership is established for the preemptor in the sold real estate from the time of the judgment establishing the preemption or the purchaser's handover to him by mutual consent, taking into account the requirements of the statutory texts in registering the ownership of the real estate.

#### **Article Six Hundred And Seventy**

The preemptive towards the seller replaces the purchaser in all his rights and obligations, and the preemptive has the right to benefit from the term granted to the purchaser to pay the price if the preemptive provides the seller with sufficient guarantees.

#### **Article Six Hundred And Seventy One**

1. If the purchaser in the preempted property increases something of his money or builds or plants in it before the preemptor notifies the seller and the purchaser of his desire to preempt; If the preemptor takes preemption, he must pay - according to what the purchaser chooses - the amount of what he spent or what increased the value of the property due to the purchaser's increase, construction or planting.
2. If the increase, construction or planting occurred after notification; The preemptor, if he takes preemption, may request removal at the purchaser's expense with compensation if he has a requirement, or to keep the building or the plants, provided that he pays the purchaser what he spent or what increased the value of the property due to the purchaser's increase, construction, or planting.
3. If the accompanied property decreases without the action of the purchaser or by his action prior to notification; The intercessor has the right to take it with all the price or leave it, and the intercessor deducts from its price the value of what was lost by the purchaser after notification.

### **Article Six Hundred And Seventy-Two**

The intercessor may request that the purchaser's actions not be enforceable if they occur after the intercessor informs the seller and the purchaser of his desire for preemption, while his right to request preemption remains if its conditions are met.

### **Section Three: The Effect of Possession On Ownership**

### **Article Six Hundred And Seventy Three**

Possession is the placement of a person's hand on the possessed thing, appearing on it as the owner.

### **Article Six Hundred And Seventy Four**

Possession of the movable is considered evidence of ownership when disputed.

### **Article Six Hundred And Seventy Five**

1. A bona fide possessor is one who is unaware that he is infringing on the right of others; Unless the ignorance stems from his grave error. The good faith of the possessor is presumed unless evidence is established to the contrary.
2. The possessor loses his good faith capacity as soon as he becomes aware of the defects in his possession deed, or when he is notified of them in the claim document.

### **Article Six Hundred And Seventy Six**

1. If the possessor was in good faith, then he owns the fruits he received during the period of his possession with the intention of owning them.
2. A possessor in bad faith shall be responsible for all the fruits he has collected and which he has failed to collect from the time he became in bad faith, and he may recover what he spent in the production of these fruits.
3. Natural or newly developed fruits are considered received on the day they are harvested, while civil fruits are considered received day by day, and obtaining a benefit is similar to receiving civil fruits.

### **Article Six Hundred And Seventy Seven**

1. The owner to whom the thing is returned is required to pay back to the possessor all the necessary expenditures incurred by him.
2. Beneficial expenditures are subject to the provisions of Articles (six hundred and fifty-first) and (six hundred and fifty-second) of this law.
3. The owner is not obligated to pay the luxury expenses, and the possessor may remove what he built with these expenses, provided that he restores the thing to its original condition, and the owner may keep it for its value due for removal.

### **Article Six Hundred And Seventy Eight**

1. A bona fide possessor is not obligated to compensate for what befalls the thing due to its use by the owners, and he is not responsible for any loss or damage except to the extent of the benefit he received as a result of that loss or damage.
2. The possessor in bad faith is responsible for the destruction or damage of the thing, even if it was for a reason he had no control over, unless he proves that the thing would have been destroyed or destroyed even if it was under the hand of its owner.

### **Chapter Two: Rights Deriving from Ownership Right Section One: Usufruct Right**

#### **Article Six Hundred And Seventy-Nine**

The usufruct right is a real right that entitles the beneficiary to use and exploit something owned by another.

#### **Article Six Hundred And Eighty**

The usufruct right is acquired by statutory disposition, or by inheritance if the usufruct is for a definite period, or by the preemption of a co-owner over the joint usufruct right over a property.

#### **Article Six Hundred And Eighty One**

The rights and obligations of the usufructuary shall be taken into account in the deed that established the usufruct right, as well as the provisions stipulated in this section.

#### **Article Six Hundred And Eighty Two**

The fruits of the usufructuary are the right of the usufructuary for the period of usufruct.

#### **Article Six Hundred And Eighty Three**

1. The beneficiary is obligated to benefit from the thing benefited from within the limits of what was agreed upon; If there is no agreement, then according to what was prepared for it within the limits of usual use.
2. The owner has the right to object to any use that is illegal or inconsistent with the nature of the thing being used, and he has the right to demand that the beneficiary provide guarantees if he proves that his rights are in danger. If the beneficiary does not provide them or continues with that use, the court may remove the thing being used from his possession. It shall be handed over to the person responsible for its management, and it may, depending on the seriousness of the danger, terminate the usufruct right, without prejudice to the rights of others.

#### **Article Six Hundred And Eighty Four**

The beneficiary is committed - during his use - to the usual expenses required for preserving the thing used and maintenance work. As for the unusual expenses and serious repairs that did not arise from the beneficiary's fault, they are borne by the owner, but he is not obligated to carry them out during the period of the benefit. If the beneficiary undertakes them, he has the right of recourse. On the owner after returning the thing to him.

#### **Article Six Hundred And Eighty-Fifth**

The beneficiary is obligated to exercise as much care in preserving the beneficiary thing as a normal person would; If it is destroyed or damaged without any transgression or negligence on his part, he is not required to compensate.

#### **Article Six Hundred And Eighty Six**

The beneficiary is required to compensate if the thing benefited from is destroyed or damaged after the expiry of the benefit period and does not return it to its owner with the possibility of return. Even if that thing is not used after the expiration of the period, unless it is proven that the thing would have perished or been damaged even if it was returned to its owner.

#### **Article Six Hundred And Eighty-Seven**

1. The beneficiary is obligated to inform the owner in the following cases:
  - A. If a person seizes the thing that is beneficial to him or someone else claims a right over it.
  - B. If the thing is destroyed, damaged, or needs serious repairs, the expenses of which the owner must bear.
  - C. If he needs to take action to prevent a hidden danger.
2. If the beneficiary does not provide the notification stipulated in Paragraph (1) of this Article within a reasonable period, he will be responsible for compensation for the damage.

#### **Article Six Hundred And Eighty Eight**

1. If there are consumable movables with the beneficiary and the beneficiary consumes them, he is obligated to return their value after the expiration of his right to usufruct.
2. If the beneficiary dies before returning the movables mentioned in Paragraph (1) of this Article to their owner, they shall be guaranteed by his estate.

#### **Article Six Hundred And Eighty Nine**

The usufruct right ends with the union of the capacities of owner and beneficiary; Unless the owner has an interest in its survival as if the thing were mortgaged.

### **Article Six Hundred And Ninetieth**

1. The usufruct right ends if the term specified for it expires. If no term is set for it, the right ends with the death of the beneficiary.
2. If the usufruct right ends with the expiration of the term or the death of the beneficiary - in accordance with the provisions of Paragraph (1) of this Article - and the land to be used is occupied by the beneficiary's cultivation; The right to benefit from the same rent continues until the crops reach their harvest; Unless otherwise agreed.

### **Article Six Hundred And Ninety-First**

1. The usufruct right ends with the destruction of the thing usufructed, except that if compensation is paid for it, the usufruct right is transferred to the compensation, and the usufructuary must return the item or its replacement - as the case may be - after the expiration of his right to usufruct.
2. If the loss is due to the owner's fault, he is forced to return the thing to its original condition if possible, and the right of use returns to the beneficiary.

### **Article Six Hundred And Ninety-Second**

The usufruct right ends when the beneficiary renounces it, and this does not affect his obligations to the owner of the thing he has benefited from or the rights of third parties.

### **Article Six Hundred And Ninety Three**

The claim for the usufruct right shall not be heard if a period of (ten) years has elapsed since it has not been used.

### **The Second Section: The Right To Use And The Right To Reside**

#### **Article Six Hundred And Ninety Four**

It is permissible for the usufruct right to be limited to the right of use or the right of residence.

#### **Article Six Hundred And Ninety-Fifth**

The right to use and the right to residence are determined by the needs of the right holder and his family, and in this regard, what is stipulated in the document establishing the right and custom is taken into account.

#### **Article Six Hundred And Ninety Six**

It is not permissible to assign the right of use or the right of residence to others except based on an explicit condition in the document establishing the right or out of necessity.

### **Article Six Hundred And Ninety Seven**

The provisions of the usufruct right apply to the right of use and the right of residence insofar as they do not conflict with the provisions and nature of these two rights.

### **Section Three: Endowment Right**

#### **Article Six Hundred And Ninety Eight**

The legal provisions relating to the endowment shall apply to the right of endowment.

### **Section Four: The Right Of Easement First: Establishing The Right Of Easement**

#### **Article Six Hundred And Ninety-Ninth**

The right of easement is a real right established for the benefit of a person's property over a property owned by another person.

#### **Article Seven Hundred**

The easement right is earned by legal disposition or inheritance.

#### **Article Seven Hundred And One**

If the owner of two separate properties establishes an apparent easement between them, the right remains if the two properties or one of them is transferred to the hands of other owners without changing their condition, unless otherwise agreed.

### **Second: Some Types of Easements**

#### **Article Seven Hundred And Two**

1. If it is established for one person the right of passage in a land owned by another, the owner of it has no right to prevent him.
2. The right of passage is not established by permission on the basis of tolerance.

#### **Article Seven Hundred And Three**

The owner of the real estate that is not connected to the public road, or whose access to it is accomplished at an exorbitant expense or with great hardship, has the right of passage in the adjacent real estate to the usual extent in return for a fair consideration.

#### **Article Seven Hundred And Four**

The owner of the high land may irrigate his land from the natural stream as much as he needs as required by custom and then send the water to the low land.

#### **Article Seven Hundred And Five**

Whoever establishes a creek or stream of water that is authorized to irrigate his land, no one else has the right to use it except with his permission or in accordance with the legal texts.

#### **Article Seven Hundred And Six**

One of the partners in the water resource or the common stream may dig another stream from it without the permission of the rest of the partners.

#### **Article Seven Hundred And Seven**

1. The right of the stream is the right of the owner of the land in the flow of irrigation water - whether natural or artificial - in the land of another, to reach from its distant source to his land.
2. If the right of the stream is established for someone, the owners of the lands in which these waters flow are not allowed to prevent it, even if this requires the construction of facilities on it, provided that the right holder pays an immediate compensation, and this does not prejudice the benefit of the land owner.

#### **Article Eight After Seven Hundred**

The owner of the land, if damage befalls his land from the sinkhole, may ask the owner of the right of the sinkhole to rehabilitate and repair it in order to remove that damage.

#### **Article Seven Hundred And Nine**

1. The owner of the lower ground may not erect a dike to prevent the effluent waters naturally flowing from the higher ground.
2. The owner of the high land may not perform a work that increases the burden of the low land.

#### **Article Seven Hundred And Ten**

It is not permissible to make a harmful spillway on the property of others or on a public or private road, and the damage is removed even if it is old.



### **Third: The Effects of The Easement Right**

#### **Article Seven Hundred And Eleven**

The right of easement is subject to the rules established in its establishment deed, and what happened to it is defined as the place in which the property is located, and to the provisions of articles from (twelfth after seven hundred) to (fifteen after seven hundred) of this law.

#### **Article Seven Hundred And Twelve**

1. The expenses of the works necessary for the use and maintenance of the easement right shall be borne by the owner of the servitude; Unless otherwise agreed.
2. If the owner of the servitude is assigned to carry out these works at his own expense, he may get rid of this assignment by relinquishing all or part of the servitude to the owner of the servitude.
3. If the works are beneficial to the owners of the properties, the usurped and the servitude, the expenses of those works shall be borne by both parties in proportion to the benefit accruing to him.

#### **Article Seven Hundred And Thirteen**

The owner of the servitude may not undertake an act that would influence the use of the right of servitude or change his status, unless the servitude becomes more burdensome for the owner of the servitude or prevents him from carrying out useful repairs; He may request the transfer of the right to a place where the owner of the servitude property can easily use his right to the old place.

#### **Article Seven Hundred And Fourteen**

1. If the servitude is divided, the servitude remains due to each part of it, provided that this does not increase the burdens of the servitude.
2. If the easement right benefits only some of these parts, then the owner of the attached property may request termination of the easement right for the rest of the parts.

#### **Article Seven Hundred And Fifteen**

If the attached property is divided, the easement right remains on every part of it, and if it is not actually used on some parts of the attached property and cannot be used on it, then the owner of each part of it may request the termination of this right from the part that belongs to him.

## **Fourth: The End Of The Easement Right**

### **Article Seven Hundred And Sixteen**

The easement right ends in the following cases:

- A. The expiry of the term set for it or the termination of its location.
- B. The combination of the servitude and the servitude in the hands of one owner.
- C. It could not be used due to a change in the status of the two properties, the servitude and the servitude. The easement right returns if the situation returns to what it was.
- D. The owner of the right has relinquished it and informed the owner of the servient property of that.
- E. The disappearance of the purpose of the easement right of the attached property, or the survival of a limited benefit that is not consistent with the burdens on the attached property.

### **Article Seven Hundred And Seventeen**

The claim for the easement right shall not be heard if a period of (ten) years has elapsed since it was not used.

### **Article Seven Hundred And Eighteen**

The benefit of one of the partners in common with the right of easement interrupts the passage of the time that prevents hearing the case in the interest of the rest of the partners, just as stopping the validity of the period of not hearing the case in the interest of one of the partners makes it suspended in the interest of the rest of them.

## **Chapter Two: Ancillary Real Rights**

### **Article Seven Hundred And Nineteen**

Ancillary real rights shall be governed by the relevant statutory provisions.

## **Final Provisions Chapter One: College Rules**

### **Article Seven Hundred And Twenty**

Without prejudice to what is required by Article (1) of this Law, the rules contained in this Article shall be applied to the extent that they do not conflict with the legal texts, taking into account their nature and the conditions and exceptions related to each of them, namely:

#### **Rule One:**

Things shall have their intended purpose.

**Rule Two:**

The purposes and meanings shall prevail in contracts is, not the words and composition.

**Rule Three:**

The custom is a reliable legal text.

**Rule Four:**

Appointment by custom shall be the same as appointment by text.

**Fifth Rule:**

The matter known by custom shall be the same as the conditional matter.

**Sixth Rule:**

What's abstained from based on habit is the same as one based on fact.

**Rule Seventh:**

Certainty is not removed by doubt.

**Rule Eight:**

The principle is the survival of what was as it was.

**Rule Nine:**

Quittance is the origin.

**Rule Ten:**

The origin in contracts and conditions is validity and necessity.

**Rule Eleven:**

The origin in the accidental attributes of non-existence.

**Rule Twelve:**

The origin is to add the incident to its earliest times.

**Rule Thirteen:**

No saying is attributed to a silent person, but silence in the event of the need for a statement is a statement.

**Rule Fourteen:**

There is no point from the indication when there is an admitting. .

**Rule Fifteen:**

There is no point from the assumption which is obviously wrong.

**Rule Sixteen:**

The damage could be remedied.

**Rule Seventeen:**

The damage could not be remedied by another damage.

**Rule Eighteen:**

The greater harm is removed by committing the lesser harm.

**Rule Nineteen:**

Warding off harm is more important than achieving interests.

**Rule Twenty:**

If the impediment and the necessary conflict, the impediment shall prevail.

**Rule Twenty One:**

Hardship brings ease.

**Rule Twenty Two:**

The necessities are appreciated.

**Rule Twenty Three:**

Compulsion shall not invalidate the right of others.

**Rule Twenty Four:**

The original word is the truth.

**Rule Twenty Five:**

The realization of speech is better than ignorance.

### **Rule Twenty Six:**

The absolute rule is applicable in general; Unless the restriction is provided by a text or an indication.

### **Rule Twenty Seven:**

The describing the present is rhetoric and describing the absent is considered.

### **Rule Twenty Eight:**

Affiliate should follow its origin.

### **Rule Twenty Nine:**

What is forgiven regarding the affiliate, is not forgivable regarding others.

### **Rule Thirty:**

It is forgiven for the continuation of the matter, what is not forgivable in its inception.

### **Rule Thirty One:**

If the original lapse, the branch will.

### **Rule Thirty Two:**

There is no point of the personal explanation regarding the text resource.

### **Rule Thirty Three:**

A one owes what they took, until they pay it back to its owner.

### **Rule Thirty Four:**

The guarantor of something is entitled to have its benefits.

### **Rule Thirty Five:**

What is obligatory is not fulfilled except by it, it is obligatory.

### **Rule Thirty Six:**

If the prohibition of something is removed, this thing is permissible

### **Rule Thirty Seven:**

What has been proven for an excuse will be invalid with the excuse demise.

### **Rule Thirty Eight:**

The invalidated does not return to be in force.

### **Rule Thirty Nine:**

If it is difficult for the person obligated to perform what he is obligated to do, the ruling shall be transferred to a substitute.

### **Rule Forty:**

Whoever nullify what he has done, his nullification and renunciation are not considered.

### **Rule Forty One:**

Ignorance of judgment is not an excuse.

## **Chapter Two: Working with this law**

### **Article Seven Hundred And Twenty One**

This Law shall come into force after (one hundred and eighty) days have elapsed from the date of its publication in the Official Gazette, and all provisions that conflict with it shall be repealed.

