

# Exemption From the Contractual Responsibility and The Extent of Its Legitimacy

Nadia Yas<sup>1\*</sup>, Hareb Hamad Hareb Alkuwaiti<sup>2</sup>

<sup>1</sup>College of Law, Umm Al Quwain University, Umm Al Quawain, UAE; E-mail: [Drnadia.a@uaqu.ac.ae](mailto:Drnadia.a@uaqu.ac.ae)

<sup>2</sup>College of Dubai Police Academy, Private Law, UAE

**Abstracts:** Background and purpose – The purpose of this paper is to discuss the topic of exemption from contractual liability, with the examination of exemption and liability as the most important and dangerous conditions of a contract. Exemption from contract liability is to get out of the general rules requiring the debtor that has breached its contractual obligation to be liable as a result of such a breach. In the case of a contractual breach, the terms of exemption are exempted from the contractual liability or reduce the risks to the other contracting party. The researcher addressed the concept of contractual liability, its conditions and elements. Then, he clarified the legality of the exemption from the contractual liability through the conditions of exemption from liability and to indicate the position of the jurists on the extent to which the contract liability may be exempted and its effect on the contract. The importance of this study is reflected in the importance of determining contractual responsibility, as it is a fertile field for research in the field of the civil law and considered the backbone of the civil responsibility. Methodology - The researcher followed the analytical descriptive approach by talking about the ideas related to the topic. He used the comparative approach when comparing the position of the different legislations, examining and researching the meaning of the certain terms related to the study, and extrapolating them within the framework of laws and the opinion of the jurists therein. The researcher originally relied in his methodology on the previous studies, due to their importance in explaining the research and results that have been reached on the subject of the contractual responsibility. Accordingly, the research was divided into three sections, so that the first section dealt with the concept of contractual responsibility that divided into three requirements. While the second section touched on the legality of the exemption of the contractual liability, and there are three requirements. As for the third section, it was devoted to examining the effects of the condition from exemption of the contractual liability and the restrictions imposed on it, and it contains three requirements. Results and discussion - The subjects of utilization and work of common duty shift into numerous kinds, and this duty is separated into an authoritative obligation, and the standards and establishments of authoritative obligation are carried out in the event of an unlawful infringement in the details of the agreement. In the event that authoritative risks were not satisfied, it was feasible to carry out the guidelines of misdeed responsibility. The legally binding risk is discredited is conditions of the contract are not met. Conclusion - In this research, the researcher exposes certain concepts of contractual responsibilities, since it is a valid and legitimate way to relieve a party from certain obligations mentioned in a contract provided the actors have met certain legal requirements. The scientist clarified that the details of authoritative obligation are referenced in three conditions: the first being that there is a contractual bond between the responsible and the injured party, the second being that the contract is established validly and the third condition is that the responsible party breaches one of his contractual obligations, with damage occurring as a result of the breach.

**Keywords:** Civil Responsibility, Contractual Agreement, Legal Exceptions.

## 1. INTRODUCTION

Accidents are Liabilities inevitable in workplaces that lead to great losses or worst life-threatening situations. In general, liability poses the duty to bear the damages caused by a person to others by his action. This duty may come in the form of legal violations hence making a liability legal. The elements of liability are present they include, error, damage, and a causal link that combines this liability however, the responsibility for these liabilities are imposed on the actor who is obligated to compensate according to the circumstances. The main purpose of civil liability is to compensate the affected person for the harm suffered and not punish the actor for the deed. Contractual liability is the penalty for breaching the obligation arising from the contract and the contractual liability is established only when it is impossible to implement in any kind.

Civil liability, including contractual liability, is essential to medical fields including the doctor's responsibility for his mistake, for instance, a mistake resulting from blood transfusion, or in the transport field for instance maritime, air, or land where the civil liability of air, sea or even land carrier for the safety of the transported goods (Shwedeh, F., Hami, N., & Baker, S. Z. A, 2020). The responsibility of maritime and air transport is international as transport of the two types are predominantly between continents and go beyond the borders of foreign countries which during the

journey may be exposed to serious risks. The air and sea carrier is obligated to take adequate precautions to preserve the goods in his possession to avoid risks surrounding the transportation process (Azalin.,2003).

## 2. THEORETICAL FRAMEWORK

Yassin Study: 2015-2016. Entitled Civil Liability for Blood Transfusions, which is a graduation note to obtain a master's degree in law, specializing in medical law, from the Faculty of Law, University of Abdel Hamid Ben Badis Mostaganem (Shwedeh, F., Hami, N., & Baker, S. Z. A, 2020). The author clarified the various legal aspects of liability for blood transfusion accidents and the establishment of contractual links between the center point and its clients, whether the blood donor, hospital, clinic, or blood recipient, and the author saw the difficulty of medical and legal support for damages resulting from blood transfusion accidents. Especially the polluter to one official due to the large number of those involved in this process from its beginning to its end, (Yassin, 2016, p. 81), and the researcher suggests that all texts related to blood transfusion be issued in one legislation, and included in the health protection law in the chapter devoted to it the specialist likewise feels that in case of harm to the beneficiary, the influenced ought to be absolved from the commitment of exhibiting the maker's blunder, since they will be unable to do as such and supplanted with a report of the suspicion of a mistake on the maker (Yassin, 2016).

It is entitled: "The Civil Responsibility of the Foreign Investor" by researcher Aqil Karim Zughayer, and it is a comparative study published in a book. In it, the researcher detailed the investment and the foreign investor, as he defined foreign investment from the economic and legal aspects (in national legislation, and in international agreements. And between the types of exercises in terms of the existing to the public and private. And in terms of time to short-term and long-term, and in terms of its nature to direct and indirect, then he spoke about the foreign investor specifying his personality (a natural person or a legal person), then he spoke about the nature of the civil liability of the foreign investor, and indicated that it is basically a contractual responsibility. Since it depends on the venture contract finished up among him and the state, clarifying the idea of this agreement that it very well may be viewed as a managerial agreement (Zghair, 2015), or a private law contract (Zughayer, 2015), and it can likewise be considered as a peace accord. (Zughair, 2015).

The author believes that the responsibility of the foreign investor may be based - in some cases - on the tort responsibility, when a person is harmed and there is no contract between him and the investor, with the presence of a certain error on the part of the foreign investor, whether the error stems from the investor's breach of the rules and technical assets, or was it a result of For not using the best materials, or advanced technology, with a causal relationship between the error of the foreign investor, and the harm caused to others for this harm. At the end of the research, the author recommends the necessity of determining the percentage of foreign participation in the projects established in Iraq (Khadragy, S., Elshaeer, M., Mouzaek, T., Shammass, D., Shwedeh, F., Aburayya, A., and Aljasmī, S., 2022). He likewise suggests setting a greatest unfamiliar commitment rate to take an interest in stocks and securities in the Iraqi capital market. Since leaving the speculation free without determinants will have inadmissible outcomes, it is likewise prescribed to make a few revisions to the Iraqi Investment Law No. 13 of 2006. The Iraqi administrator requires the sanctioning of a law on the discretion framework in unfamiliar venture contracts. They also call on the Iraqi legislator to become a member of the Convention of the International Center for Settlement of Investment Disputes ICSID in Washington for the year 1965. (Zoghair, 2015).

Civil Liability for Disclosing Medical Secrets is a graduation thesis for obtaining a master's degree in law specializing in contracts and responsibility, from the Faculty of Law and Political Sciences, University of Colonel Akli Mohanad Olhaj, in which the author spoke about the medical secret, and considered it very complex, and raises many questions ,Questions and problems from the legal and practical perspectives, because the nature of the relationship between the person who is entrusted with the medical secret (doctor, pharmacist, nurse, midwife...) and the patient is based on complete trust that makes the patient reveal secrets and privacy that he does not disclose except because of his complete confidence that his secrets will not infringe to others (Salameh, M., Taamneh, A., Kitana, A., Aburayya, A., Shwedeh, F., Salloum, S., ... & Varshney, D., 2022).. The researcher arrived at the resolution that the clinical mystery has two establishments: a legally binding premise wherein the proprietor of the mystery uncovers it to the caretaker of the mystery, and a trustee of the mysterious who is bound not to unveil, disguise, keep up and muddle it. (Akaria, 2013), and the author believes that it is necessary to enhance trust

between the patient and the custodian of the medical secret (doctor, dental surgeon, pharmacist, nurse, midwife...), the need to preserve the patient's interest and the public interest, and protect the patient's personal life (Ekreya, 2013).

The author is Dr. Khaled Atshan Azza Al-Dhafiri, entitled "The Civil Responsibility of the Bank for Consumer Loan Operations towards the Borrower Customer," a comparative study in French and Kuwaiti laws, published in the Journal of Sharia and Law, College of Law, United Arab Emirates University, twenty-sixth year, number forty-ninth January 2012, and the subject of the study was about When a bank breaks its responsibilities to a borrowing client, especially when the loan value is not proportional with the borrower's financial situation, the bank bears civil liability (Salameh, M., Taamneh, A., Kitana, A., Aburayya, A., Shwedeh, F., Salloum, S., ... & Varshney, D., 2022). According to the study, the French Court of Cassation has established the bank's civil liability for the loan procedure, and the obligation depends on the character borrower, and whether it is a warning or not from the bank, the unwarned borrower has the right only to refer to the bank for civil liability (Al-Dhafiri 2012). He also concluded that the bank is responsible for the operations of consumer loans in Kuwaiti law, and the responsibility lies when the bank breaches its professional obligations, as the Kuwaiti legislator required the bank to adequately inquire about the financial condition of the borrower, while adhering to the rules and principles of granting the consumer loan, and breaching these obligations leads to the establishment of a liability Civil Bank. The author recommends that the bank should know all the existing obligations of the borrowing customer, in order to determine the appropriate loan size (Ravikumar, R., Kitana, A., Taamneh, A., Aburayya, A., Shwedeh, F., Salloum, S., & Shaalan, K., 2022).

For the student Damana Mohamed, entitled Paying the Civil Liability of the Carrier, which is a thesis submitted to obtain a doctorate in private law, submitted to the University of Abu Bakr Belkaid in Tlemcen, Faculty of Law and Political Sciences into three groups, the first group relates to the ship and marine navigation, the second group relates to the fault of others and the defects of the goods, the third group relates to exceptional accidents, and other cases of agreement (Mohammed, 2011). The author concludes at the end of her study that the transport contract is a consensual contract to transport goods or people by one means of transport (land, sea, air), and according to the means of transport, the legal provisions applied in the transport contract differ, and the author believes - because of the many lawsuits against the carrier - about the importance of thinking about Protecting the carrier by means that pay these claims on his behalf, whether by mitigating or completely exempting, so that the interests of the carriers and the injured are balanced, so that the carrier can continue to carry out his work and contribute to building an economy based on trade and transport (Mohammed, 2011).

For the student Ghada Abdel Salam Mutaib Harahsheh, it is a thesis to complete the requirements for obtaining a master's degree in law, in the second semester, 2011 AD, Faculty of Law, University of Jerash, and this research revolves around the civil liability of the producer for the damages that may be caused by his defective products, and the author has done With this study, to show the shortcomings in the legal rules, and to highlight them to be addressed in the future, and concluded that the Jordanian legislator should take similar steps to European countries by providing the greatest possible protection for the Jordanian consumer, by addressing the shortcoming in the current Jordanian legislation, and the author reached to The necessity of compensating those affected by the use of the defective product, regardless of the nature of the relationship between the damaged product and the product. , whether contractual or tortuous, and the author recommends the necessity of establishing a special system for product responsibility, similar to the case in the advanced industrial countries, to achieve a balance between the interests of producers and consumers alike (Harhasheh, 2011)

Titled Medical Error Under the Rules of Civil Liability, A Comparative Study, by Student Ben Saghir Murad. It is a dissertation for a PhD in Private Law, presented to Abu Bakr Belkaid University, Faculty of Law and Political Science. The author has covered this problem since medical accountability in general has resurfaced as a topic worthy of investigation, and the author has looked at the error as a foundation for physician duty (Salloum, S., Al Marzouqi, A., Alderbashi, K. Y., Shwedeh, F., Aburayya, A., Al Saidat, M. R., & Al-Marouf, R. S., 2023). The author believes that a doctor's liability must be founded on his making a medical error, and that he should not be misled by the statement that liability arises from negligence without error on the basis of protecting the injured, and believes that the first function of civil liability is to remedy and avoid damage, before reaching compensation, because

preventing the occurrence of damage More important than its occurrence and compensation, and the author has found that the provisions of Islamic jurisprudence and various comparative legislation and judicial applications have kept the error as an essential basis for this responsibility, and the author, after studying it, reached the importance of the civil liability of the doctor, and the increasing frequency and unity of medical errors in many countries, including Algeria, and it became clear to him The importance and place of medical error within the rules of civil liability, The researcher accepts that to save the genuine idea of blunder without contortion or bending, a streamlined and adaptable idea should be embraced, with the need to refine the possibility of mistake from its vagueness and disarray (Yas, H., Alnazawi, A. A., Alanazi, M. A., Alharbi, S. S., & Alghamdi, A., 2022). The creator likewise sees the need to speed up the advancement of an incorporated general set of laws for the wellbeing field and sees the need of leading clinical mastery under a clinical board of trustees, to guarantee that a clinical blunder is submitted while demonstrating the specialist's mix-up. The author also recommends adopting a system of compulsory medical liability insurance for all doctors, as he sees the need to refer to the provisions of Islamic law, to benefit from its clear, sober, and flexible teachings and provisions, especially in the field of medical liability (Murad, 2011).

In an article by Hutabarat et al (2023), authorities play an important role in ensuring that economic crimes are fully addressed, which can prevent contract infringement. In the study, the authors used the Financial Service Authority (FSA) as a special investigator in the financial sector. Through the institution, investigations are vital because they help achieve public order by satisfying the needs of all parties involved in a business contract. Improper investigations and prosecution can be addressed by allowing investigative institutions to handle cases where some parties are exempted from contractual liability to minimize the chances of contract breaches (Khudhair, H. Y., Mardani, A., Albayati, Y., Lootah, S. E., & Streimikiene, D., 2020). In spite of the variety of regions that the creators took a gander at to contemplate common risk, and since the extent of common obligation is plentiful in legitimate materials and wide for different arrangements, the scientist found that it is deserving of exploration and study, and the analyst picked the extent of the exclusion from legally binding obligation, an examination that the specialist didn't discover who was presented to it inside The referenced investigations, and the significance of this examination is reflected in the significance of deciding authoritative duty, as it's anything but a fruitful field for research in the field of common law, and it is considered the backbone of civil responsibility, and I did not find any research on the issue of exemption from contractual responsibility from this perspective, and therefore I chose this topic, because it is a worthy topic by studying.

### **3. METHODOLOGY**

in this study, the researcher used a descriptive-analytical technique, talking about and measuring concepts linked to the subject in order to extract the most relevant legal judgments and regulations and provide an accurate account of them. The legal framework and the opinions of jurists inside it. The researcher likewise initially depended in his procedure on past examinations, because of their significance in clarifying the exploration and results that have been reached regarding the matter of legally binding duty, and the scientist depended on ongoing investigations after 2010, The analyst picked past investigations regarding the matter of common obligation, including authoritative or convoluted risk, and to boost the advantage from past investigations, the scientist picked different themes, and was not restricted to explore from one viewpoint, profiting with the subject of common risk in the clinical field over research: (Yassin, 2016), (Akaria, 2013), (Murad, 2011), and profited with research in the space of duty on the financial backer (Zughair, 2015), or on the obligation of the bank for credit tasks (Al-Dhafiri, 2012), and the scientist additionally profited with an examination in the field of installment The common risk of the transporter (Mohammed, 2011), lastly an investigation of the obligation of the maker for the harm brought about by his items (Haracheh, 2011).

#### **3.1. This Study Will Be Divided According to The Following Methodology**

The first topic: the concept of contractual responsibility

The first requirement: the definition of contractual liability

The second requirement: the terms of contractual liability

The third requirement: the pillars of contractual responsibility

The second topic: the legality of the exemption from contractual liability

The first requirement: What is the condition for exemption from contractual liability?

The second requirement: the position of the jurists in the permissibility of the condition of exemption from responsibility

The third requirement: copies of the condition for exemption from contractual liability

The third topic: the effects of the condition of exemption from contractual liability and the restrictions contained therein

The first requirement: the effect of the exemption clause on the original obligation

The second requirement: the effect of the invalidity of the exemption from liability clause on the contract

The third requirement: the freedom of individuals to include in the contract the condition of exemption from contractual liability and the exceptions to it

### **3.2. Based On the Foregoing, The Elements of The Subject Are Studied as Follows**

#### **3.2.1. The First Topic: The Concept of Contractual Responsibility**

The binding force of the contract in accordance with the rule of the contract requires the law of the contractors: the parties to implement the obligations that fall upon them, if any of the parties amended the implementation of his obligations or delayed their implementation, he could have been forced to do so by moving the contractual responsibility, so what is the definition of contractual responsibility and what is the scope The application of the latter? We will answer these two problems in this topic, which is divided into three demands, in which we will explain the concept of contractual responsibility by defining it (in the first requirement), then stating its conditions (the second requirement), while the last one explains the pillars of contractual responsibility (the third requirement).

#### **3.2.2. The First Requirement: The Definition of Contractual Liability**

Responsibility in life is divided into several types: a moral responsibility incited by the heavenly religions, with which punishment is linked on the Day of Judgment, and a social responsibility, in which individuals adhere to customs and traditions, and if they violate them, they are not subject to legal punishment, but society's disapproval, and people's contempt for the violator, and this responsibility is considered moral. It has nothing to do with the law, and on the other hand, there is legal responsibility determined by the law, and it is divided into civil liability, criminal liability or administrative liability. Criminal liability is the responsibility that falls on the perpetrator of crimes, in violation of a criminal legal rule, whether it is contained in the Penal Code (Penal Code), such as Federal Law No. 3 of 1987 issuing the Penal Code, Or the Egyptian Penal Code No. 58 of 1937, or it was contained in one of the other laws such as Federal Law 51 of 2006 on combating human trafficking crimes, or the Algerian Anti-Corruption Law No. 06-01. As for civil liability, it is the responsibility that arises under the civil rules regulating civil transactions between People, so whoever caused harm to others is obligated to compensate him for the damage that occurred, and civil liability is one of the most important topics in civil laws., while the tort responsibility only requires discrimination, and does not require the capacity to perform (Al-Danasuri and Al-Shawarbi, p. 11)

**Table 1: Contractual Obligations**

Contractual obligations	Payments due by period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
[Long-Term Debt Obligations]					
[Capital Lease Obligations]					
[Operating Lease Obligations]					
[Purchase Obligations]					
[Other Long-Term Liabilities Reflected on the Registrant's Balance Sheet under GAAP]					
Total					

### 3.2.3. Verbal Meaning of Responsibility

He asked, he asks a question, he is a questioner, and the subject is responsible, slowing down in the sense of accountability. The Almighty said: "So let us ask those to whom he was sent, and we will question the messengers" (Al-A'raf, verse 6), and the man asked him in confusion. Opinion about it, responsibility: an industrial source from an official, it is said: the responsibility lies with me, moral responsibility: that is, the person's commitment to what he issues in word and deed, collective responsibility: an obligation borne by the group, legal responsibility: an obligation to correct the error committed by others according to the law pp. 1019-1020).

### 3.2.4. Verbal Meaning of The Nodule

He created a rope contract, that is, he knotted it, a marriage or sale contract: that is, he formed it and completed it, a contract of terror is his tongue: i.e. he hushed him and took away his power to speak, he entered into an agreement, i.e. he made a contract, he contracted with him on an order: i.e. a covenant and agreed with him. Accordingly, a singular contract and plural contracts are contracts, an agreement between two parties whereby each of them is obligated to implement what is stated in it, and official contracts are documents documented by notaries within the limits of their competencies. (Omar, pp. 1526-1527).

### 3.2.5. Verbal Meaning of Contractual Responsibility

By merging the two concerned together, the researcher concludes: The verbal definition of contractual responsibility is: an obligation arising between two parties whereby each of them is obligated to implement what came in the contract concluded between them.

### 3.2.6. Idiomatic Meaning of Contractual Responsibility

The contract is considered the law of the contracting parties, and contractual liability is one of the contract's effects. In international contracts, the power of the will manifests itself entirely in the ability of the contracting parties to choose a specific law to be invoked in the event of any dispute arising regarding the implementation of the contract's various clauses. Professor (Batifull) has a theory based on the obligation of the judge who hears the dispute to implement the contract, Extracting the law that is applicable to it, whether there is an explicit or implicit will or not. (Salameh, 2008, p. 1074), and contractual liability is meant to be the penalty incurred by one of the contracting parties as a result of breaching contractual obligations; because it is the duty of every contracting party to respect the content of his contract and not to violate any of the terms of the contract, and then the party who violated the terms and conditions of the contract must be held liable, and as a result he is obligated to compensate for his failure to implement the terms of the contract or the delay in implementation (Pauzin et al., 2022), because the delay in the agreed dates is considered In itself a kind of breach of the terms of the contract, , the contract's terms bind both parties, and each must carry out all of the contract's obligations. As a result, the creditor has the right to sue the debtor in court for the damages he has suffered as a result of the debtor's breach of contract, and

the court will issue a judgement based on the creditor's demand and based on the debtor's contractual liability, and within the framework of the disputed contract about its clauses. Jabra (Abu Talib, 2005, pp. 47-48).

### **3.2.7. The Researcher's Definition of Contractual Responsibility**

Hence, the researcher chooses the definition of contractual liability: "It is a type of civil liability based on a contractual relationship that arises when a party breaches its obligations, and it entails compensation due to non-fulfillment or delay in fulfilling the obligation, which causes damage to the other party."

### **3.2.8. The Second Requirement: The Terms of Contractual Liability**

The Almighty said: "O ye who believe! Contracts referred to you an'aam animals except what is recited to you is a local fishing and you denied that God governs what he wants" (Al Ma'edah , verse 1), and in this verse tells us God Almighty to fulfill the contracts, there is no The contracting party must conclude a contract while intending not to complete and implement his obligations. This is considered fraud in the contract, but if a certain circumstance occurred that led to the failure of one of the contracting parties to fulfill his obligation, he falls under the contractual liability under which he is obligated to compensate the other party to the contract.

Compensation is limited to the expected damage, and compensation in contractual liability is always limited to monetary compensation (Al-Danasuri and Al-Shawarbi, p. 12).

## **3.3. In order for contractual liability to occur, three conditions must be met:**

### **3.3.1. The First Condition: That There Should Be a Contractual Relationship Between the Responsible and The Injured**

This is a logical precondition for signing contractual liability, because there must be a contract between the responsible and the injured person, governing the nature of their contractual relationship, and the judge invokes him to determine the degree of damage and the amount of failure to carry out the irresponsible's obligations, and the competent court is always in contractual liability that It can be considered by the criminal court if the act that the injured person is claiming for compensation constitutes a crime, and therefore whoever performs an act as a courtesy and good treatment of a certain person, such as transporting him with his car for free, If damage is achieved during transportation, the carrier in this case does not fall under contractual liability (due to the absence of the contractual bond), and failure to appear under the umbrella of contractual liability does not prevent the wrongdoer from being held accountable on the basis of tort liability (Al-Danasuri and Al-Shawarbi, p. 14).

### **3.3.2. The Second Condition: The Contract Must Be Valid.**

This is a natural situation because the contract's invalidity - that is, its nullity - conflates him with the nullity, and the situation is as if the contractual bond never existed in the first place, and it is necessary to consider the error and damage arising from an incorrect contract between the wrong and injured parties on the basis of tort liability, not Based on contractual liability (West, GD, & Lewis Jr, WB (2008)). If the contract is valid; Then the provisions contained in it are applied as legal rules (Amer & Amer, 1979, p. 47), Where it takes the adjective of obligation and is associated with a penalty that is coercion, and it is among its three characteristics, which are compulsion, sanction and coercion. each other, and it suffices to use one of them to express them all. (Murad, 2005, p. 31).

### **3.3.3. The Third Condition: That the Responsible Party Breaches One of Its Contractual Obligations**

In fact, this condition is the condition establishing the entitlement to compensation between the wrongdoer and the injured party according to the known elements, which represent the pillars of contractual liability that will be studied later.

### **3.3.4. The Third Requirement: The Pillars of Contractual Responsibility**

Contractual liability has pillars, all of which must be fulfilled in order for the contractor in breach of his obligation to be held accountable in accordance with the contractual liability system, and these pillars are:

#### **3.3.5. The First Pillar: The Presence of A Mistake By One Of The Parties**

The contractual error is realized as soon as the debtor fails to fulfill his obligations arising from the contract, whether the non-performance is due to delay or poor execution (Seilah and Sakineh, (2018)). And this error is determined simply in contractual liability by breaching a clause of the contract, (Al-Jumaili, (2019). ), and for example; If the contractor was obligated to supply a quantity of hot meals daily to a hospital, and on one day he failed to deliver this supply, and did not deliver the agreed meals, or delivered them after the appointed time, or delivered them on time, but in an invalid condition, These forms represent errors from the contracting party obligated to supply, and it is also conceivable that the error is positive, it could be a negative error, and it is the error that takes the form of leaving or refraining from an action that should have been done as a result of negligence and lack of precaution, which causes harm to others. (Al Dinosauri & Al Shawarbi, 2008, p. 98)

#### **3.3.5. The Second Pillar: The Existence Of Damage To The Other Contracting Party**

In the previous example, when the worker for hire doesn't supply, this may make a misfortune the medical clinic when it abruptly discards the stockpile of dinners from others, (on the grounds that the medical clinic, for this situation, is compelled to bring the dinners so as not to imperil the existences of patients), just as in the event that he conveyed after the cutoff time or the conveyance of invalid dinners. In these cases, the harm is accomplished to the emergency clinic in its ability as the other contracting party. Article (272) of the Civil Transactions Law of the United Arab Emirates promulgated by Federal Law No. (5) of 1985, as amended by Federal Law No. (1) of 1985 1987 provided that: "1- In contracts binding on both sides, if one of the contracting parties does not fulfill what he is obligated to do in the contract, the other contracting party may, after warning the debtor, demand the execution or termination of the contract by rescission and compensation in each case if necessary." And by following the aforementioned example, the hospital shall have the right to demand that the supplier undertake to implement his obligation, and the hospital may act in case of necessity and return compensation to him.

#### **3.3.6. The Third Pillar: Availability of A Causal Relationship Between the Committed Error and The Damage Done**

That the expected damage is the result of the error made by the first party, i.e. the necessity of achieving a causal relationship between the error and the resulting damage, if the causal relationship between them is not achieved; there is no reason to sign the contractual liability provisions.

There is no incentive for the limiting power of the agreement except if the duty of each contracting party is resolved upon his inability to execute his commitments. The authoritative commitment depends on two components: the component of obligation and the component of duty. Likewise, the authoritative risk is adjusted and decided by the legitimate umbrella that the contracting parties have acknowledged, and the degree to which one of the gatherings has flopped in executing his legally binding duty is resolved. As per the provisions of the agreement and the pertinent law (Salama, 2008, p. 1132).

#### **3.3.7. The Second Topic: The Legality of The Exemption from Contractual Liability**

The legitimacy of the contractual liability exemption is discussed in the second item. I specify the nature of the condition for contractual liability exemption in the first requirement, the position of jurists on the permissibility of the condition for contractual liability exemption in the second requirement, and the position of jurists on the permissibility of the condition for contractual liability exemption in the third requirement, pictures of the condition of exemption from contractual liability.



**Table 2: The legal process of exemption from contractual liability**

Requirements of contractual liability	Purpose of this requirement
Reviewing the contract	This is to determine Any provision's that exist that exempt one or more Parties for liabilities
Legitimacy of exemption clause	Determines the overall fairness of The contract, the bargaining power Of the parties and the specific Language of the clause
Evaluation	Evaluates the specific circumstances And declares the circumstances valid Or invalid according to the terms Of the contract
Assessment	Requires reviewing the relevant laws and Regulations to asses if the exemption is from A legal perspective.

### 3.4. The First Requirement: What Is the Condition for Exemption from Contractual Liability?

#### 3.4.1. Verbal Meaning of Exemption

Pardon, please forgive, apologies, and the object is pardoned, the effect is pardoned, which is removed and erased, his sin is pardoned, that is, he was forgiven and did not punish him, and he pardoned his right, that is, he forfeited him, pardoned him from the debt, that is, he forgave him, tax exemption (singular) and plural exemptions, (Omar, pp. 1522-1523).

One of the important points that must be noted is that, as a general rule, it is not permissible to include a condition or conditions in the contract that would exempt one of the parties from its contractual responsibility - in general - when it does not perform its obligations included in the contract, otherwise the contract becomes useless as long as it invalidates The obligation to implement its provisions, so every agreement such as that is void, that is, the nullity of the conditions that exempt from civil liability is absolutely void (Muhammad, 2011, p. 373), but this does not prevent the establishment of the condition of exemption from contractual liability as a clause of the contract.

#### 3.4.2. Terminological Definition of The Exemption Clause

The exemption clause is defined as: "A clause in the contract that relieves one of the parties of its liability for a breach in certain cases" (Robert Upex, (1995), p. 70), and it can also be defined as: a clause that excludes or restricts the liability of one of the parties or It mitigates it, if he commits a wrong behavior specified in the contract" (Geoff Monahan, 2001, p.54.) Referred to in (Manhal, 2017, p. 364). It can also be defined as: "The agreement to exempt the debtor from his obligation to compensate for the act." the harmful, and preventing his claim for compensation required by the general rules" (Al-Issa, 1998, p. 25), as stated in (Al-Shurman, 2018, <https://www.mohamah.net>)

#### 3.4.3. Definition of the Researcher

The researcher defines the exemption clause as: "a condition in the contract that authorizes one of the parties to disclaim responsibility for the implementation of certain obligations in certain cases."

The second requirement: the position of the jurists in the permissibility of the condition of exemption from responsibility. The jurists did not agree on the issue of the permissibility of the condition of exemption from contractual liability, and the opinion was divided between those in favor of the exemption condition, and those in opposition to it, as follows:

### **3.4.4. Permissibility of the Condition for Exemption from Contractual Liability**

The majority of the case law is on whether or not it is permissible to agree in writing to be released from contractual obligations. They defend their position by claiming that because responsibility is founded on the contract, the contract is the law of the contracting parties, and the contract is the outcome of the free will of the two parties, the contract is the law of the contracting parties. free will is the basis of contractual responsibility, and if the will is the origin of contractual responsibility, this will have the ability to modify this responsibility by reducing it, or postponing it. Implemented, some have argued that the invalidity of the condition that relieves the contracting party of his responsibility towards the other contracting party, because such conditions express the absence of contractual freedom, and the disruption of the terms agreed upon based on this condition, and the creditor accepts this condition compelled or oblivious to its consequences. In addition, this condition gives the debtor absolute power and a choice between carrying out his obligations or not, based on the condition that exempts him from contractual liability, and may push him to neglect the implementation, while he is confident that he is exempted from his responsibility (Yas, H., Mardani, A., & Alfarttoosi, A., 2020). The existence of such a condition, according to some jurisprudence, renders the obligation contingent on the debtor's pure will. And they believe it is against public order because it eliminates contractual responsibility, and they believe that the condition of contractual freedom exemption is an entry that fosters contractual misuse. And it leads to encouraging the debtor to neglect and work without interest or good judgment, because he knows that he is based on a text that exempts him from carrying out the obligation, and does not place contractual responsibility for non-performance. The disadvantages of exemption from liability appear in contracts of submission, because the condition of exemption is usually dictated by the strong party in the contract, while the weak party in the contract remains in the presence of the exemption clause, in case of imbalance with the other party (Al-Sharman, 2018, <https://www.mohamah.net>)

### **3.4.5. The Third Requirement: Copies of The Condition for Exemption from Contractual Liability**

***There are several forms of applying the clause of exemption from contractual liability, such as the following images:***

#### **The first picture: the contracting parties' agreement on the condition in the same contract:**

It is the predominant and usual form in the agreement on the condition of exemption from contractual liability. A clause is included in the contract from among the terms of the contract stating that breach of contract by one of the parties to his obligations arising from the contract exempts him from compensation for the damage that arose from this breach, and this is often in compliance contracts (Kahil & Haddawi, Dez Bouzid Kaihou, A. Masouda Haddawi, (2017)).

#### **The second picture: the contracting parties' agreement on the condition in an annex independent of the contract:**

The condition of exemption from contractual liability may take the form of an independent agreement after the conclusion of the contract, and the condition must be clear, explicit and expressive, and the creditor is aware of it, and satisfied with it, and this consent must be at the conclusion of the basic contract, but if the creditor becomes aware of this condition after the conclusion of the contract The contract is void of any condition, and not valid at all (Alsaud, A. B., Yas, H., & Alatawi, A., 2021). The debtor must establish the evidence of his acceptance of it before concluding it, and the researcher believes that if the contract is free from this condition, there is nothing to prevent this exemption from being agreed upon under an agreement following the contract, and to the end, this is considered as an amendment to the original contract that arose First, it does not have the condition for an exemption from contractual liability, to become comprehensive for this exemption under the independent amendment of the original and subsequent contract (Khair, Araba, & Dalila, Khaira. (2020)).

### **The third picture: the exemption clause in the general terms and conditions blog:**

In this case, the exemption clause is not included in the original contract or in a separate contract. Rather, the clause of exemption from contractual liability takes the form of issuance in a blog known as the Code of General Terms and Conditions, as if the condition is registered on the company's website, or written in banners hanging on the walls of the debtor's shop, or in places frequented by the creditor, or it is included on a printed paper that does not bear the creditor's signature (Yas, H., Jusoh, A., Streimikiene, D., Mardani, A., Nor, K. M., Alatawi, A., & Umarlebbe, J. H., 2021). It is necessary to prove his knowledge of it, and on many websites the list of general terms and conditions is shown, and the contract is not resumed until after the customer with the site agrees to this list with approval. In this case, the creditor's knowledge of the exemption condition is considered confirmed by his reading and approval of the terms, and this is done The system is in banks (NBK, <https://www.nbk.com>), and in regular sales firms (escales Paris, <https://www.escales-paris.com>), and in e-marketing companies (Jumia Store, <https://www.jumia.com.eg>), as well as in the distance education activity (British Council (Bahrain), <https://www.britishcouncil.bh>).

### **The third topic: the effects of the condition of exemption from contractual liability and the restrictions contained therein**

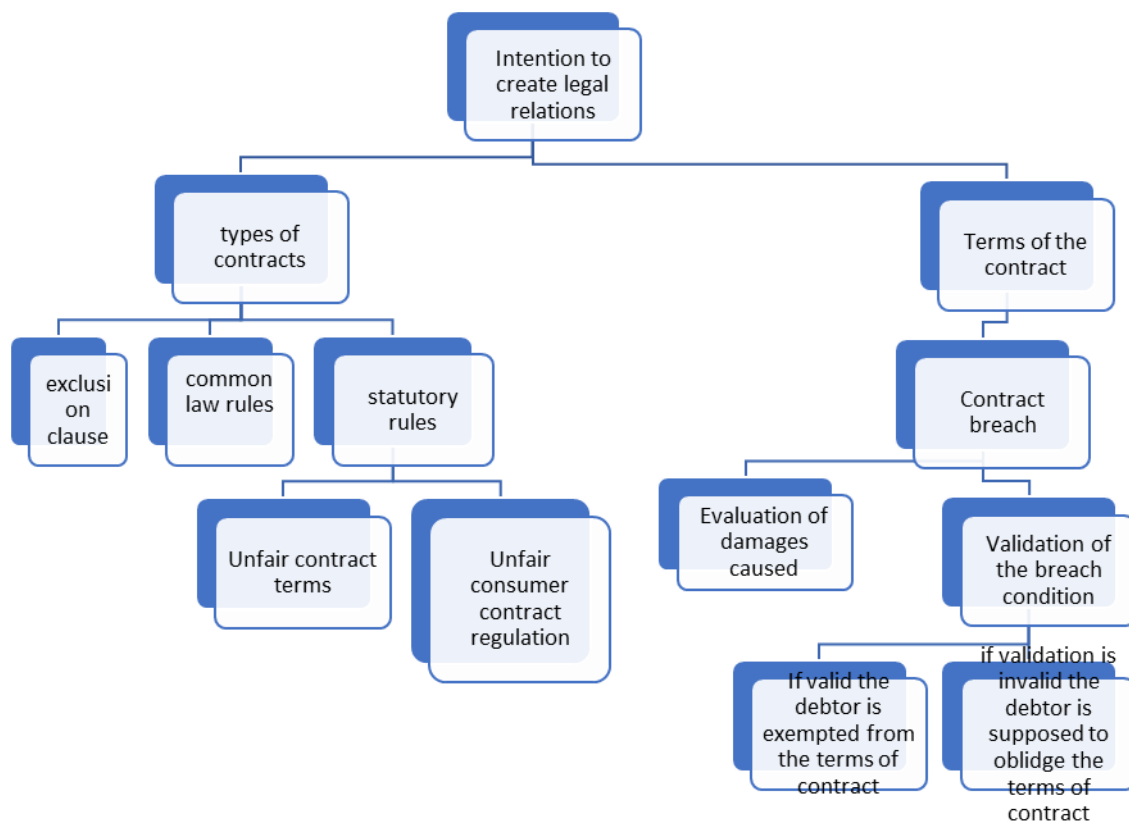
In the third and final topic, the effect of the exemption clause on the original obligation is clarified in the first requirement, and in the second requirement, the effect of the invalidity of the exemption from liability clause on the contract, and in the third requirement the freedom of individuals to include in the contract the condition of exemption from contractual liability and the exceptions to it.

#### **The first requirement: the effect of the exemption clause on the original obligation**

The condition of exemption from liability entails that the debtor becomes not responsible for his contractual error within the limits of the stipulated condition, and in a manner that does not exceed it, with the necessity that the contract should not include fraud, deception or exemption as a result of a serious error. On the obligation of the original debtor, but rather have an indirect effect on the degree of care that the contracting party follows in the implementation of his obligation. The other affected (Manhal, 2017, p. 384).

#### **The second requirement: the effect of the invalidity of the exemption from liability clause on the contract.**

If the condition of exemption from contractual liability is fulfilled, the debtor is exempted from carrying out his obligation from which the condition was exempted, but if this condition is invalidated, the condition is invalidated, and the other obligations represented in the terms of the contract remain valid, unless the condition is essential with the intent of The contracting parties, that is, if the condition is the motive for contracting, then the condition and the act together are invalidated, and when invalidity is implemented on the condition of exemption from liability, the contract returns to the original state, (i.e., if the exemption condition does not exist), and thus the normal legal rules are implemented completely separate from the condition False Exemption (Al-Arari, 2011, pp. 49-55).



**Figure1:** The types of interactions involved to create legal relations

**The third requirement: the freedom of individuals to include in the contract the condition of exemption from contractual liability and the exceptions to it**

It is apparent that civil laws have liberated the contracting parties' freedom - based on the idea of the power of the will - since the right has two pillars: the first is the right's two parties, and the second is the right's subject. The right party means the persons among whom the legal bond is established (the place of the right), as each right assumes the existence of a relationship between two parties They are: the owner of the right, and whoever has the obligation to perform this right (Al-Ghamri & Al-Nadi, 2009/2010, pg. 194), and the consensual contract: is what is consensual enough to be held without the need for a specific form (Al-Ghamry & Al-Nadi, 2009/2010, p. 269), and then The laws have given individuals complete freedom to agree on the condition of exemption, but there have been exceptions to this, which are:

**Fraud or serious error:**

**Egyptian law:**

The Egyptian Civil Code has taken its approval for the exemption if the two parties expressly agree on it, according to Article 158 of it: "It is permissible to agree that the contract is considered annulled on its own without the need for a judicial ruling, when the obligations arising from it are not fulfilled, and this agreement does not exempt from excuses, Unless the two contracting parties expressly agree to an exemption from it. Likewise, Article 217 of the same law stipulates: "(1) , (2) It is also permissible to agree to exempt the debtor from any responsibility arising from the failure to perform his contractual obligation, except for what arises from his fraud or his grave

mistake, and with The debtor may stipulate that he is not responsible for fraud or serious error committed by persons he uses in the implementation of his obligation.

**We understand from the text of the Egyptian legislator the following:**

The general rule is the permissibility of agreeing to consider the contract rescinded on its own without a court ruling, due to non-compliance with implementation. An exception to this rule is the case of an agreement to exempt contractual liability, provided that the agreement does not involve fraud or serious error. Then the Egyptian legislator gave the debtor the possibility of expressly agreeing on the stipulation that he would not be responsible for fraud or serious error committed by persons he uses in the implementation of his obligation.

**UAE Federal Law:**

Article (775) of the UAE Federal Civil Transactions Law stipulates: "Every agreement providing for exemption from the guarantee of exposure or defect is void if the lessor has fraudulently concealed the reason for this guarantee." Therefore, the case of fraud is a case for which the law takes an important consideration. No agreement is permissible to exempt from the guarantee if the debtor's behavior is fraud or deception.

**Criminal case:**

**Algerian law:**

Likewise, Article 178 of the Algerian Civil Code states: "It is permissible to agree that the debtor will bear the responsibility of the sudden event or force majeure, and it is also permissible to agree to exempt the debtor from any responsibility arising from the failure to perform his contractual obligation, except for what arises from his fraud or his grave mistake. However, the debtor may stipulate that he be exempted from liability resulting from fraud or gross error committed by persons he uses in the implementation of his obligation. Every condition providing for exemption from liability resulting from the criminal act shall be null and void, and we understand from this that the criminal act shall nullify every condition that exempts from liability, and the purpose of this nullification is clear that it is in the interest of the public that no individuals, whoever they are, may agree on a criminal act, to exempt them from contractual liability.

**Table 3: Case Law Table Criminal Law**

Case Law: Criminal Law				
Title of the Case	Offence	Key Facts	Court's Decision and Outcomes	Principle
Woolmington v DPP	Murder	Defendant murdered his wife by shooting her		It was for Prosecution to prove guilt of D (intent) not for D to prove his innocence.
R v Gibbons and Proctor [1918] p.30	Murder	D were charged with the murder of Gibbon's 7 years old daughter by starvation	Convicted. Court held that Gibbons as the father owed his daughter duty of care. The failure to feed her satisfied AR through omission to act. Court held that Proctor (housekeeper) though not a parent had assumed duty of care through choosing to live with the father and receiving house-keeping money from him.	Liability for omission to act, via the principle of special relationship  <b>Reaffirmed in R v Stone and Dobinson</b>
R v Stone and Dobinson [1977] P. 32	Manslaughter	2 Defendants took in Mr Stone's sister Fanny to live with them. Fanny was anorexic so her physical condition deteriorated, and she became bed ridden. D had physical and mental difficulties of their own and did little to assist Fanny who died of blood poisoning caused by infected bed sores	Convicted. Court held that D made ineffectual attempts to help Fanny whom they owed duty of care. Their failure to take proper action caused her death, thus liable for murder	Liability for insufficient action (to help). Liable on the principle of blood relation and voluntary duty of care Choosing to undertake the care if a person who is helpless (ill/disabled, etc) they are liable for their death through gross negligence.
R v Ruffell [2003] p. 34	Manslaughter	Two friends took drugs. One of them (the victim) became unconscious and R failed to take the necessary steps to revive him	Convicted. Victim was a friend and in Ruffell's home	Liability for omission = special relationship

**Unlawful business case:**

**Egyptian law:**

The Egyptian legislator took this direction only in the event of an illegal act, as the third paragraph of Article 217 of the Egyptian Civil Code stipulates: "(3) Every condition requiring exemption from liability arising from the illegal act shall be null and void," and we conclude from this that The Egyptian legislator agreed to the condition of exemption from contractual liability, unless there was an illegal act.

**Status of compliance contracts:**

According to the general rules of civil law, the judge has the power to amend the submissive contract, provided that the contract is one of the submissive contracts, and that it was issued containing extremely arbitrary clauses. Arbitrary, there is also no room for exception, but if the two conditions are met, then the judge can amend the terms of the contract, even if it is a trap for exemption.

**Case of exposing a person to death or bodily injury:**

**English law:**

The English legislator issued a special legislation called the Unfair Contractual Clauses Act of 1977, Article 2/1 of the law stipulates that liability for death or bodily injury resulting from negligence may not be excluded, nor may it be mitigated through an exemption clause contained in or subsequent to the contract, and the condition is automatically void in this case by virtue of the law (Manhal, 2017, p. 376-378), the purpose of this text is to preserve human life and not to endanger, God Almighty says: "We have honored the sons of Adam and carried them on land and sea and provided them with good things and Vdilnahm many of those who created a preference" (Isra, verse 70)



**Figure 2:** Laws that have given the individuals the rights to agree to exemption conditions.

#### 4. RESULTS AND DISCUSSION

The subjects of utilization and work of common duty shift into numerous kinds, and this duty is separated into an authoritative obligation (which depends on the presence of a legitimate authoritative connection between the two gatherings), and the standards and establishments of authoritative obligation are carried out when there is lawful infringement in the details of the agreement, at the end of the day when one of the project workers abuses one His legally binding commitments towards the other contracting party, as per what was recently indicted in the agreement, however in the event that the states of authoritative risk were not satisfied, it was feasible to carry out the guidelines of misdeed responsibility, given that its conditions are met, in particular: the blunder is demonstrated, the harm has happened, and the causal connection between them is accessible.

If the necessary conditions in the legally binding responsibility are not met, or we discover the state of exception from authoritative obligation, the legally binding risk is discredited, the arrangements of misdeed responsibility are depended on, and their conditions are executed and applied, however, if the blunder can't be demonstrated with respect to the failing party, or without The chance of demonstrating a causal connection between the mistake and the harm delivered on the person in question. In such cases, misdeed obligation is likewise denied, by not having the option to demonstrate the conditions for its application, and to take care of this issue; I see with numerous the need of social (or objective) duty activities that remunerate the harmed dependent on the way that the harm happened, as long as the risk of the subsequent party has not been demonstrated legally, and furthermore the misdeed duty has not been demonstrated, and this pay is through an asset that is made by an unbiased gathering.

The researcher suggests that the fund should be in the ministry that supervises the sector in which the incident occurred, and to clarify the previous idea, the "Ministry of Health" should supervise the compensation fund for damages incurred by patients, and the Ministry of Transport should be entrusted with the supervision of the compensation fund for damages incurred on the transport sector. The Ministry of Investment shall supervise the compensation fund for damages incurred by the investor or third parties due to the investment, and the Central Bank shall be entrusted with supervising the compensation fund for damages incurred by bank customers due to the bank's failure to disclose what must be disclosed, and the Ministry of Industry shall have the right to supervise

The Consumers Compensation Fund for Product Damages, and thus the affected can be informed of full protection, whether by contractual liability, tort liability, or compensation funds.

By completing this research, it became clear to me the following: Many researchers have exposed the issue of civil responsibility from multiple points of view, and the issue of responsibility is an important topic. God Almighty mentioned its derivatives in the Holy Qur'an, as the Prophet, may God bless him and grant him peace, mentioned, that every human being is responsible for his flock that he nurtures God Almighty, and that justice is a moral virtue that members of society aspire to, and it is achieved when the obligations of the creditor and debtor are balanced, without prejudice to one of them over the other, and new concepts of contracts have emerged, including electronic contracts, which affects the change of the method to be followed when determining civil liability, including responsibility Nodal - in the case of an electronic contract - accurately identifying responsibility serves various areas of life, Including medical, and the field of sea or air transport, where the civil liability of the air or sea carrier or even the land carrier for the safety of transported goods, responsibility for insurance contracts, civil liability of the foreign investor, and other responsibilities are determined.

Previous studies have varied in many fields, and the issue of contractual responsibility is still a fertile field for new research, as it is a fountain that is constantly flowing to everyone who researched it, and therefore the researcher calls for an increase in research in civil responsibility, including contractual or default, and I hope to increase the topic of research in a way More details in the future, God willing.

Contractual liability - in the examination of law specialists - is a significant piece of common responsibility, and three conditions should be met for its foundation, to be specific: that there is a legally binding connection between the dependable and the harmed, that the agreement is substantial, lastly that the party in question breaks one of his authoritative commitments, and it has columns Three are: the presence of a blunder with respect to one of the gatherings, the presence of mischief on the other contracting party, lastly the presence of a causal connection between the submitted mistake and the harm caused. There is likewise another perspective that doesn't permit the state of exception from authoritative risk, because this condition causes the shortfall of legally binding opportunity, and it disturbs the legally binding terms that have been settled upon, and subsequently, the agreement loses its legitimacy, up to one of the gatherings is qualified for be excluded from its legally binding obligation.

The researcher found that the condition of exemption from contractual liability has three forms, namely: the contracting parties' agreement on the condition in the contract itself, or the contracting parties' agreement on the condition in an appendix independent of the contract, or the exemption condition was placed in the general terms and conditions code. Execution of his obligation mentioned in the contract (of course, this is within the limits of the exempted condition, so that it does not exceed what has been stipulated).

As for the effect of the invalidity of the exemption from liability clause on the contract, it is the return of the obligation to its origin, and the failure to implement the invalid exemption clause, meaning that the debtor becomes contractually liable for breach of his contractual obligations, and then he is obligated to pay civil compensation for this breach.

The researcher found that the freedom of individuals to include the exemption clause in their contracts, is a freedom guaranteed - by civil laws - as we saw in the research, for example, but not limited to, Egyptian law, Algerian law, English law, and finally UAE federal law, and despite the existence of this freedom, it exists on it. Some restrictions, among these restrictions: the case of fraud, or the case of serious error, including also the case of the criminal act, or the case of illegal work, and finally the case of the compliance contract, where the judge can amend the compliance contract if it includes arbitrariness in its clauses.

## **Recommendations**

Having explained - previously - the assortment of regions that the creators took a gander at to examine common obligation, and expressed that the field of common risk (counting authoritative responsibility) is a field wealthy in lawful materials and wide for different arrangements, And inexhaustible issues, given the innovative advancement,



which gives mankind new types of agreements that were not known previously, and the most significant of these agreements are electronic agreements (far off contracting), and innovation is as yet in its bountiful plenitude now, until it influences the law, and legitimate law to arrive at arrangements Applied on sustainable occasions, with discovering arrangements, ideas and proposals that are deserving of execution, to contain sustainable and progressive occasions, and the specialist tracked down that the subject of the examination is deserving of study, and albeit the exploration arrived in a couple of pages, yet the field of the theme is deserving of exploration and set forward numerous and fluctuated thoughts, In my assessment, this is because of three reasons:

**The first reason:** the accelerating technological change at a pace that humanity has not experienced.

**The second reason:** the development of events and laws that depend on the conclusion of contracts electronically (for example, the Egyptian Electronic Signature Law No. 15 of 2004, the Bahraini Electronic Transactions Law Decree-Law 28 of 2002, the Saudi Electronic Transactions System No. 18 T 08\_03\_1428 AH), and this led to the development of electronic transactions, which created what It is known as informational and electronic criminal responsibility (Mansour, 2006, p. 218).

**The third reason:** the development of emergency events, especially the Corona pandemic, which made some contracts impossible to implement, or at least causes severe difficulty and severe harm on the level of debtors who can hardly bear to implement them with the possibility of unexpected losses.

The analyst has shown the significance of the issue of exclusion from authoritative risk, and the scientist prescribes the need to blend between the legally binding debt holder's duty, his presentation of the commitment, and his exception from it because of one reason for the exclusion. The analyst likewise prescribes the need to investigate this point and study it top to bottom, more than this examination to talk about every one of the subtleties in this subject and getting the most conceivable logical advantage, and I trust - God willing - later on, this subject will be presented to a more nitty-gritty and more extensive examination, with the combination of the states of the Corona pandemic in this investigation to discover the degree to which the debt holder can be absolved from authoritative duty because of the arising pandemic, as it was not anticipated.

## CONCLUSION

In this research, the researcher exposes certain concepts of contractual responsibilities, since it is a valid and legitimate way to relieve a party from certain obligations mentioned in a contract provided the actors have met certain legal requirements. It is clarified that it is essential for the community duty to it remain with misdeed duty one next to the other to shape a common duty, and to explain the presence of a distinction among common criminal obligations, just as the presence of contention among the good duty, which it is regularly upheld in religions and society's traditions customs hence are enthusiastic about it. The scientist clarified that the details of authoritative obligation are referenced in three conditions: the first being that there is a contractual bond between the responsible and the injured party, the second being that the contract is established validly and the third condition is that the responsible party breaches one of his contractual obligation, with damage occurring as a result of the breach. The authoritative obligation ensures that for instance in a case where a mistake is done by a first party and causes damage to the victim, there is a necessity to establish the relationship between the error and the resulting damage and if they are not related then there is no reason to sign the provision of contractual liability.

## REFERENCES

- [1] Aamir & Aamir, Consultant. Hussein Amer & Abdel Rahim Amer (Chief Public Prosecution Office) (1979), civil tort and contract liability, Dar Al Maaref, Cairo.
- [2] Abu Talib, Hamed Muhammad Abu Talib, (2005), Forced Execution, (without publishing house), Cairo.
- [3] Al-Arari, Dr. Abdul Qader Al-Ar'ari, 2011, Sources of Obligations, Book Two, Civil Liability, Third Edition, Dar Al-Aman Press, Rabat.
- [4] Al-Danasuri, Al-Shawarbi, Counsellor Ezz Al-Din Al-Danasori, and Dr. Abdel Hamid Al-Shawarbi, (without year of publication), Civil Liability in the Light of Jurisprudence and the Judiciary, (without publishing house), Cairo.
- [5] Al-Dhafiri, Dr. Khaled Atshan Azza Al Dhafiri, 2012, The Bank's Civil Liability for Consumer Loan Operations towards the Borrower, Sharia and Law Journal, College of Law, United Arab Emirates University, Twenty-sixth Year, Issue 49 January 2012, pp. 407-480.

- [6] Al-Ghamry & The Club, Dr. Muhammad Bahaa El Din Al Ghamry & Dr. Fouad Muhammad Al-Nadi, (2009/2010), Principles of Law, Al-Hadi Farag Press, Mit Ghamr, Egypt.
- [7] Al-Issa, Abdulaziz Al-Essa, (1998), the condition for exemption from civil liability in both Jordanian and Yemeni civil law, Master's thesis, University of Jordan.
- [8] Al-Jumaili, Talal Salem Nawar Daham Al-Jumaili. (2019). Missed opportunity in civil medical liability: a comparative legal study. Al Manhal.
- [9] Alsaud, A. B., Yas, H., & Alatawi, A. (2021). A new decision-making approach for Riyadh makes up 50 percent of the non-oil economy of Saudi Arabia. *Journal of Contemporary Issues in Business and Government* Vol. 27(1).
- [10] Al-Sharman, Dr. Nasser Al-Sharman, (2018), A legal paper on the exemption from contractual liability in civil and commercial obligations and the extent of its legality, published on the legal website.
- [11] Azaline, Doctor of Azaline, (2003), Insurance of Civil Liability of the Air Carrier in the Legalization of Algerian Aviation, and in Comparative Legislation, Analytical Study, Graduation Note for a Master's Degree in Contracts and Liability, University of Algiers, Faculty of Law, Ben Aknoun.
- [12] Ben Sobahi Youssef, & Bouarwa Al-Wardy. (2020). Consensus in electronic contracts.
- [13] Bouzbouga, & Yamina. (2012). Debt liability arising from electronic transactions (Doctoral dissertation, Université d'Oran 2 Mohamed Ben Ahmed).
- [14] Ekriah, Zawi Ekrya, (2013), Civil Liability for Disclosing Medical Secrets, graduation thesis for obtaining a master's degree in law, specializing in contracts and liability, Colonel Akli Mohand Oulhaj University, Bouira Faculty of Law and Political Science, Department of Public Law.
- [15] Fouda, Dr. Mr. Abdel Hamid Fouda, (2003), The Evolution of Law, Dar Al-Nahda Al-Arabiya, first edition, Cairo.
- [16] Geoff Monahan, Essential Contract Law, Second Edition, Cavendish Publishing (Australia) Pty Limited, Sydney • London, 2001.
- [17] Harahsheh, Ghada Abdel Salam Miteb Harahsheh, (2011), Producer's Civil Liability for Damage Resulting from its Products in Jordanian Law, Dissertation on Completion of the Requirements for Obtaining a Master's Degree in Law, Jerash University, Faculty of Law.
- [18] Hutabarat, S. Hendrik., Hartiwingsih., & Suwadi, Pujiyono. (2023). Reconstructing the Authorities of Investigators of the Financial Service Authority. *Journal of Law and Sustainable Development*, vol. 11 No. 2.
- [19] Ibrahim, N. M. (2018, February). The 2017 Uncitral Model Law on Electronic Transferable Records-Analytical Study from the Perspective of Qatari Legal System. In *Law and Digital Age Conference*, Doha, Qatar University (pp. 19-20).
- [20] Khadragy, S., Elshaeer, M., Mouzaek, T., Shammass, D., Shwedeh, F., Aburayya, A., ... & Aljasmi, S. (2022). Predicting Diabetes in United Arab Emirates Healthcare: Artificial Intelligence and Data Mining Case Study. *South Eastern European Journal of Public Health*.
- [21] Khair, godmother, & Delilah, Khair. (2020). The legal system of the annex in public procurement in accordance with Presidential Decree 15/247, Master thesis submitted to the Faculty of Law and Political Science, Xian Ashour University, Djelfa.
- [22] Khalida, Mashkour Khalid, (2001), the civil responsibility of the physician in the field of human organ transplantation. Research to obtain a master's degree in private law, specializing in contracts and liability, University of Algiers, Faculty of Law and Administrative Sciences, Ben Aknoun.
- [23] Khudhair, H. Y., Mardani, A., Albayati, Y., Lootah, S. E., & Streimikiene, D. (2020). The positive role of the tourism industry for Dubai city in the United Arab Emirates. *Contemporary Economics*, 604-619.
- [24] Khweira, Bahaa Eddin Masoud Saeed Khweira, (2008), The Implications of the Civil Liability Insurance Contract (a comparative study), thesis completing the requirements of the Master's degree in the Law Program of the Faculty of Graduate Studies at An-Najah National University, Nablus, Palestine.
- [25] Yew, L. K. ., Yang, M. ., Kowang, T. O. ., & Omar, R. . (2023). The Moderating Effect of Corporate Social Responsibility on the Factors Influencing Customer-Based Brand Equity in Chinese Retail Banking Sector . *International Journal of Membrane Science and Technology*, 10(3), 1639-1654. <https://doi.org/10.15379/ijmst.v10i3.1764>
- [26] Manhal, Ali Hussein Manhal, (2017), Interpretation of the Conditions for Exemption from Contractual Liability (Study in English Law), Al-Qadisiyah Journal of Law and Political Science, Number One, Volume Eight, June 2017.
- [27] Mansour, Mohamed Hussein Mansour, (2006), Electronic Responsibility, Knowledge Foundation (Jalal Hezzi and Partners), Alexandria.
- [28] Masouda Haddawi, (2017), The Contract of Submission between Jurisprudence and Law, *Journal of Islamic Studies*, Volume 5, Number 8, pp. 60-81).
- [29] Mohamed, Damana Mohamed, (2010-2011), Paying the Civil Liability of the Carrier, a thesis submitted to obtain a doctorate in private law, University of Abu Bakr Belkaid Tlemcen, Faculty of Law and Political Science.
- [30] Mohammed, M. A. S. (2018). Legal culture and its role in society. *Tikrit University Journal for Rights*, 1(2), 532-562.
- [31] Murad, Ben Saghir Murad, (2010-2011), Medical Error Under the Rules of Civil Liability, A Comparative Study, Dissertation for a PhD in Private Law, University of Abu Bakr Belkaid Tlemcen, Faculty of Law and Political Science.
- [32] Murad, Mahmoudy Murad, (2005) The General Theory of Law, Modern Book House, Cairo.
- [33] Omar, Prof. Dr. Ahmed Mukhtar with the help of a working group, (2008), Dictionary of Contemporary Arabic Language, Volume One, First Edition, World of Books, Cairo.
- [34] Pazuin, Nikolai., Vasyukov, Vitalii., Krashennnikov, Sergey., & Yudina, Elena. (2022). Law Enforcement and Social Security of Public Events: Organizational and Legal Solutions. *Journal of Law and Sustainable Development*, Vol. 10 No. 1.
- [35] Ravikumar, R., Kitana, A., Taamneh, A., Aburayya, A., Shwedeh, F., Salloum, S., & Shaalan, K. (2022). Impact of knowledge sharing on knowledge Acquisition among Higher Education Employees. *Computer Integrated Manufacturing Systems*, 28(12), 827-845.

- [36] Ravikumar, R., Kitana, A., Taamneh, A., Aburayya, A., Shwede, F., Salloum, S., & Shaalan, K. (2022). Impact of knowledge sharing on knowledge Acquisition among Higher Education Employees. *Computer Integrated Manufacturing Systems*, 28(12), 827-845.
- [37] Robert Upex, Davies on contract, 7th edition, Sweet & Maxwell, London, 1995, p. 70..
- [38] Salama, Ahmed Abdel Karim Salama, (2008), *Origins in the International Conflict of Laws*, Arab Renaissance House, Cairo.
- [39] Farooq, A. J., Akhtar, S., Hijazi, S. T., & Khan, M. B. (2010). Impact of advertisement on children behavior: Evidence from pakistan. *European Journal of Social Sciences*, 12(4), 663-670.
- [40] Salama, Yasser Salameh, *Taming the Insurance Economy*, Financial Reporting Standard No. 17, Insurance Contracts, a field study.
- [41] Salameh, M., Taamneh, A., Kitana, A., Aburayya, A., Shwede, F., Salloum, S., ... & Varshney, D. (2022). The Impact of Project Management Office's Role on Knowledge Management: A Systematic Review Study. *Computer Integrated Manufacturing Systems*, 28(12), 846-863.
- [42] Saliha, bin Ahmed Saliha, (2006), *Civil Liability in the Case of Negotiations*, Memorandum for Obtaining a Master's Degree in Law, Specialization in Law, Presented to Kasdi Merbah University, Faculty of Law and Economic Sciences, Department of Legal and Administrative Sciences.
- [43] Salloum, S., Al Marzouqi, A., Alderbashi, K. Y., Shwede, F., Aburayya, A., Al Saidat, M. R., & Al-Marouf, R. S. (2023). Sustainability Model for the Continuous Intention to Use Metaverse Technology in Higher Education: A Case Study from Oman. *Sustainability*, 15(6), 5257.
- [44] Seleh and Sakeena, (2018)), *Doctrinal Error in Algerian Civil Law*, memorandum for obtaining a master's degree in law, specializing in comprehensive private law, Abd al-Rahman Mira University, Faculty of Law and Political Science.
- [45] Shwede, F., Hami, N., & Baker, S. Z. A. Effect of Leadership Style on Policy Timeliness and Performance of Smart City in Dubai: A Review.
- [46] The Civil Transactions Law of the United Arab Emirates promulgated by Federal Law No. (5) of 1985, and amended by Federal Law No. (1) of 1987.
- [47] West, G. D., & Lewis Jr, W. B. (2008). Contracting to Avoid Extra-Contractual Liability-Can Your Contractual Deal Ever Really Be the Entire Deal. *Bus. Law.*, 64, 999
- [48] Yas, H., Alnazawi, A. A., Alanazi, M. A., Alharbi, S. S., & Alghamdi, A. (2022). The Impact Of The Coronavirus Pandemic On Education In The Gulf Region. *Journal of Positive School Psychology*, 6(9), 2373-2382.
- [49] Yas, H., Jusoh, A., Streimikiene, D., Mardani, A., Nor, K. M., Alatawi, A., & Umarlebbe, J. H. (2021). The negative role of social media during the COVID-19 outbreak. *International Journal of Sustainable Development and Planning*, 16(2), 219-228.
- [50] Yas, H., Mardani, A., & Alfarttoosi, A. (2020). The major issues facing staff in islamic banking industry and its impact on productivity. *Contemporary Economics*, 14(3), 392.
- [51] Zughayer, Aqil Karim Zughayer (PhD researcher), (2015) *The civil liability of the foreign investor, a comparative study*, Dar Al-Fikr and Law for Publishing and Distribution, Mansoura.

DOI: <https://doi.org/10.15379/ijmst.v10i4.2048>

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