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Master Thesis Defense

Entitled

*The theory of emergency conditions and their impact on the economic balance of the contract
“Analytical study of the Civil Transactions Act in the United Arab Emirates No. (5) Of 1985”*

by

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Abstract

All contracts are subject to the general rule which's the commitment of the parties to the implementation of the contract, but this rule dissenting with other rule, it's should be a balance between the obligations of the parties In the economic terms at the stage of formation of the contract and its implementation, and any disruption facing the imbalance affects this balance in the contracting phase through the theory to compliance, either at the implementation phase its face it through the theory of emergency circumstances, and what we need it's the second exception of emergency conditions during implementation. Many laws regulating had dealt with the theory of emergency circumstances, including the Civil Transactions Act in the United Arab Emirates No. (5) Of 1985, this recognized the theory of emergency circumstances in article 249 of the law. we assume when we need to apply the emergency circumstances theory a contract fail to be implemented for the time, so an exceptional circumstances arise in general was not in the effort expected by the parties it entails economic imbalances of the contract between the parties of the contract and a serious imbalance happen in the implementation of the contract so when it comes to the execution the debtor for the contract is threatened by the heavy loss beyond the reasonable limit. So, the damaged party has the right to go to the judiciary to restore the balance and that consider as out of principle of the contract makes the law between the parties. The objectives of the research were to shed light on several key points considering as following: define what the emergency circumstances? Does it apply for all contracts? What are the applied conditions for it? And how can theory impact for individual contractors or others? As well as to define the extent judge's authority to amend the contract, and to dissolution on the basis of this theory. To achieve these goals we had started with a historical overview of the theory of evolution, so i divided the research for two chapters, I discuss in the first chapter the theoretical concept, define the theory, distinguished this theory from the others approach close to it, scope of application, as well as addressing the legal basis. Chapter tow was assigned show the impact of the theory of emergency conditions and the authority of the judge in stable the economic balance of the contract from, also I point out the how the theory will impact parties and the others (ayant cause), and how can the judge control his power in achieving economic balance of the contract and the how far of the Authority for achieving this balance. And we have come up through this study to some recommendations which are summarized below in the following: 1. Legislative amendment to eliminate common condition to apply the theory of emergency circumstances, because that is not dictated by the artificial nature of the Theory, so as to achieve the goals and objectives that theory request it. 2. it will be good if emeriti legislature approach the Egyptian legislature legislative amendment expressly provides for the right of parties to use the system of renewal the commitment, which is the most suitable and appropriate in achieving economic balance to the counteract and also facing the effects of the emergency circumstances.

Keywords: Judge Authority, legislator, contract, emergency circumstances. Economic balance.