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**Master Thesis Defense**

Entitled

*ENFORCEMENT OF MORTGAGE MOVABLE PROPERTY ((A COMPARATIVE STUDY IN ACCORDANCE WITH  
FEDERAL LAW NO. (4) OF 2020 REGARDING GUARANTEEING RIGHTS IN MOVABLE PROPERTY AND  
CABINET RESOLUTION NO. (57) REGARDING THE REGULATORY REGULATIONS FOR FEDERAL LAW NO.  
(11) OF 1992 REGARDING THE CIVIL PROCEDURE LAW))*

By

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Abstract

This study deals with the enforcement of mortgaged movable property and is a comparative study between Federal Law No. (4) regarding guaranteeing rights in movable property and Cabinet Resolution No. (57) regarding the regulatory regulations for Federal Law No. (11) of 1992 regarding the Civil Procedure Law. And as it became clear through this study that there are two types of enforcement, namely enforcement without resorting to the court, which includes enforcement by owning or selling the collateral (mortgaged property) without submitting a request to the enforcement court and it is by the agreement of both the guaranteed, (the creditor mortgagee) and the guarantor (the debtor). This is in accordance with what was stated in the Law of guaranteeing rights in movable property, in contrast to what was mentioned in the Islamic Fiqh rules and legal rules governing the mortgage, and specifically in the texts of the bylaws of the Civil Procedures Law, which prevented from owning or selling to the creditor mortgagee.

The other enforcement is enforcement by resorting to the court, as the law does not give the creditor mortgagee the absolute freedom to use the right of enforcement when the debt is due.

The mortgagee creditor has registered to resort to the legally specified procedures in the event that the current debtor does not fulfill the debt. Therefore, the UAE legislator organized enforcement through the court in accordance with the aforementioned two laws.

The most important result that is permissible to agree between the creditor mortgagee and the debtor to own the mortgaged property without following the legal procedures laid down by the Federal Civil Transactions Law in the rules governing the mortgage, which is selling it by public auction.

Therefore, I suggest that the Legislation should to amend the text of Article (26) of the law guaranteeing rights in movable property so that he had to clarify the time period for the agreement to own the guarantee, either during the term of the contract or upon maturity of the guaranteed debt because That will affect the enforcement .

**Keywords:** Enforcement of guarantee of rights in movable property, Enforcement of mortgage of movable property.