

Institut de Droit des Affaires Internationales (IDAI)

LICENCE 3 – Anglais Juridique
Travaux dirigés de M^{me} S. Fahmy

Séance 1

General Contract Law

(Unofficial English translation of selected articles)

I. The Consent:

Article 89

A contract is concluded when two parties exchange the expression of mutual wills, taking into account the specific conditions for the conclusion of contracts as determined by law.

Article 100

In adhesion contracts, consent is limited to the mere acceptance of the preset conditions stipulated by the offeror who does not accept to discuss them.

Article 120

If the contracting party made a fundamental mistake, he may request the annulment of the contract, if the other contracting party has committed the same mistake, or was aware of it, or it was easy for him to identify it.

Article 125

- 1- The contract may be annulled for fraud if the fraudulent tactics used to by one of the contracting parties, or his representative, are of such gravity that without them the second party would not have concluded the contract.
- 2- Is considered a fraud the deliberate silence regarding a fact or a circumstance if it was proven that the deceived person would not have concluded the contract if had he been aware of such fact or circumstance.

Article 127

- 1- The contract may be annulled for violence if a person contracts under the influence of a well-founded and unlawful fear instilled in him by the other contracting party.

Article 129

- 1- If the obligations of one of the contracting parties are not equal at all with the benefits obtained by the same contracting party under the contract or not equal with the obligations of the other contracting party, and it was realized that the aggrieved contracting party concluded the contract only because the other contracting party has exploited his notorious recklessness (lightness) or unbridled passion, the judge, based on the request of aggrieved contracting party, may nullify the contract or reduce the obligations of that aggrieved contracting party.

2- Such cases must be filed within one year counting from the date of the contract, otherwise it will be inadmissible.

II. The Object of a Contract:

Article 131

1- The subject matter of an obligation (*object of contract*) may be a future thing.

Article 132

If the subject matter of the obligation itself (*object of contract*) is impossible, the contract shall be considered void.

Article 133

- 1- If the subject matter (*object of contract*) of the obligation is not specifically determined, it must be specific in its type and amount, otherwise the contract will be void.
- 2- It is sufficient for the object to be specific in its type only if the contract includes what can be determined by its amount. If the two contracting parties do not agree on the degree of quality of the object and it is not possible to establish this by custom or by other circumstances, the obligation shall be the delivery of a medium quality object.

Article 134

If the subject matter of the obligation (*object of contract*) is money, the obligation of the debtor is limited to the amount of money mentioned in the contract, and any increase or decrease of the value of this amount of money at the time of payment shall not have any effect.

Article 135

If the subject matter of the obligation (*object of contract*) is contrary to public order or morals, the contract shall be considered void.

Third - the Cause of a Contract:

Article 136

If the obligation does not have a cause, or if its cause is contrary to public order or morals, the contract shall be considered void.

Article 137

- 1- Every obligation is presumed to have a legitimate cause even if the cause is not mentioned in the contract, unless evidence establishes the contrary.
- 2- The cause mentioned in the contract is considered the real cause until evidence establishes the contrary. If there is evidence of fake cause, then whoever claims the legitimacy of such cause has the obligation to prove such claim.

NB: In Common Law (UK) the object and cause are collectively called the consideration of contract.