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## **The Theory of Appearance: Structuring and Safeguarding Civil Obligations – A Comparative Analytical Perspective**

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# The Theory of Appearance: Structuring and Safeguarding Civil Obligations – A Comparative Analytical Perspective

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## Abstract

**Objectives:** This study aims to explore the theory of appearance as a vital legal safeguard in civil obligations. The objective is to examine how this theory can protect contracting parties acting in good faith when legal discrepancies arise, and to evaluate its relevance and potential integration into civil law systems. **Methodology:** The research adopts a comparative analytical methodology. It reviews and analyzes relevant case law from both civil and common law jurisdictions, with particular focus on legal systems in the European Union and Arab countries. The study also draws on doctrinal legal analysis to understand how different systems interpret and apply good faith in contract law. **Results:** The findings demonstrate that the theory of appearance provides a functional legal basis for recognizing the validity of acts performed under a shared but mistaken belief. In civil law systems, where good faith holds significant influence, courts have relied on this theory to uphold contractual stability and fairness. In contrast, common law systems exhibit limited recognition due to a stricter interpretation of formal consent. The results show that applying the theory fosters legal certainty and equitable outcomes in transactions involving mutual error. **Conclusion:** The theory of appearance, although controversial, offers considerable benefits in maintaining contractual balance and safeguarding expectations in good faith. Its incorporation into civil law strengthens judicial consistency, protects contractual trust, and

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enhances commercial efficiency. The study supports further refinement and codification of this theory within civil legal frameworks to promote fair dealing and legal coherence.

**Keywords:** Appearance theory- Civil law- obligations - Civil compensation - comparative study.

## 1. Introduction

### 1.1. Background and Context

Ioan defines the theory of appearance as ‘recognising the legal effectiveness of acts that do not fully comply with strictly legal conditions and which, for this reason, should be null and void, in good faith and with increased caution..., but are given legal effect and enforcement...justified by common error or in order to compensate for disclose needs...’<sup>(1)</sup>

In other words, if one were to enter into a legal agreement or contract, believing something to be so, because it appears so or has been made to look so by the other party and then later it is discovered that the item or facts were not as they appeared, or if the person in a position of authority did not indeed hold genuine qualifications for that position,<sup>(2)</sup> the theory of appearance can be used in court to support the rights of the party who falsely believed in the item or facts. This is supported also by the concept of good faith and the belief that each party will deal honestly and openly disclose faults. This is a strong notion in civil law countries, including many Arab nations, whose legal systems are based upon the French civil code. This contrasts with common law, particularly in the UK, where good faith is less of a consideration.

The theory of appearance protects buyers or contracting parties from fraud, and misunderstanding; it gives the opportunity to void the

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(1) Ioan Șumandea-Simionescu, ‘On Efficiency, Bargaining Power and Information Asymmetry. A Legal and Economic Analysis of Alternative Legal Methods of Creditor Protection for In Bonis Companies in Romania And England’ (2022) 11, (23) Journal of Public Administration, Finance and Law, 304, 307.

(2) Lafi Mohammed Daradekeh, ‘The Role of the Doctrine of Apparent Situations in Protecting the Parties of Legal Relations Arising from Commercial Papers: A Comparative Study’ (2021) 2 (11) Jordan) International Journal of Kuwaiti Law (in Arabic, translated for quotes using ChatCPT 4o) <<https://journal.kilaw.edu.kw/wp-content/uploads/2022/12/495-530-Prof.-Lafi-Daradekah.pdf>> accessed 18th October 2024.

contract or allow for compensation. In general, it is to preserve justice, but practically it is there to facilitate financial transactions. It is not practical each time that a person carries out a purchase, for example, that we research everything about the person from which we are buying to ensure they are legitimate. There must be a level of trust that they and their product are legitimate. Therefore, an established theory of appearance protects those who negotiate in good faith and whilst good faith<sup>(3)</sup> is an important concept in Civil law, the theory of appearance does not play much of a part. By examining how it is used in other international systems, the benefit can be demonstrated, as to how it would be a useful concept to introduce, with little disruption to the current legal status quo.

## ***1.2. Methodology and Objectives***

The paper analyses legislature and case law across international jurisdictions. It analyses the legislative structure to assess if the theory of appearance is present, whether it is a defined legal statute and whether it is beneficial to have it as such. It does not include cases that cross international boundaries and is limited to civil and contract law; criminal law, such as fraud, is out of scope of this work.

The paper particularly focuses on, but not exclusively, the jurisdictions of Arab nations, France and Anglo-American law, exploring both common and civil law, giving a good legislative range. The civil law of Arab nations was fundamentally based on French law, but maintaining Islamic principles, whilst American common law has strong origins from English law, but some areas have naturally diverged where common law is based on case precedent and local individual state laws, so there is an interest to look at these similarities and differences. By analysing the cases, we can see where those differences are and which aspects of the laws may work best, for purposes of introducing such a law, and re-enforcing it in other areas where it may not already be present.

The main objective is to explore case law and determine if introducing legislature such as appearance theory would be beneficial in protecting wronged parties.

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(3) Daradkeh, [n 2] 2.

### ***1.4. Structure of the Article***

The article gives a brief overlook of the historical origins of the legal concept of the theory of appearance, moving into relatively modern jurisprudence, and then compares it to similar or relevant concepts across other legal systems. The paper then looks at examples of the theory of appearance or similar concepts put into practice in real cases globally. The paper is finalised by the conclusion and recommendations.

## **2. Historical Development of the Theory of Appearance**

### ***2.1. Origins of the Theory***

Some believe that the origin of this concept came from Iran and the rules of ‘ghorur and La-Zarar, were then appropriated for use as ‘the principle of appearance’.<sup>(4)</sup> Many claim that origin is from Roman Law from Ulpinaus’s collection, Digeste, regarding an enslaved man called Barbaries Philippus. Phillippus ran away, successfully taking on the guise of a freeman, so much so that he achieved the status of praetorian,<sup>(5)</sup> an elite imperial guardsman or soldier. Later it was discovered that he still held the status of a slave, but because of his success in the Roman army and because everyone was so convinced by the ‘common appearance’ of him as a freedman, he set a standard of the concept of what it was to be a freedman, but also for the idea that if people are so convinced of a thing that it appears to be true, the court of law will accept that ‘common error’ and grant them the truth of it.

### ***2.2. Evolution in Jurisprudence***

An example exists from 1431, where the head of a monastery issued documents following his loss of position, however their validity was honoured.<sup>(6)</sup> Other examples throughout the Anglo-Saxon period

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(4) Ehsan Lotfi, ‘Legal Theory of Appearance: Review and Critique’ (2017) 47 (2) Private Law Studies Quarterly 309. <[https://jlq.ut.ac.ir/article\\_62616.html?>](https://jlq.ut.ac.ir/article_62616.html?>) accessed 23rd July 2024.

(5) Mircea Noslacan, ‘The Good Faith and The Theory of The Appearance in The Law’ (2007) 10 Annales Universitatis Apulensis Series Jurisprudentia, 304.

(6) Daradkeh, [n 2], 504, citing Spencer Scheidt, ‘A Cloud of Constitutional Illegitimacy: Prospectivity and the De Facto Doctrine in the Gerrymandering Context’, (2020) 69 Duke Law Journal 959, 967.

showed cases where people believing in false or apparent companies were given the grace of those companies being treated as legal entities.<sup>(7)</sup> In modern day law, within the civil law countries, this is adopted as ‘theory of appearance’<sup>(8)</sup>. It is said to first appear in French Law,<sup>(9)</sup> although it is said that historical French Jurists believed it to be a principle that has always existed. In 1751, in Flanders, an executor, executed a sequester acting beyond the date that Parliament had granted him authority. However, because the sequester was a public action, Parliament stated that ‘the common error’ applied in this case. It still does not appear officially in coding; however, it is inferred in articles 2279, 549, 2265 and 650. These address good faith and the possession of property, and the acquiring of real estate if the ‘owner’ has had the property for 10-20 years, similar in essence to squatters’ rights in the UK.<sup>(10)</sup> However, the most definitive application was explored in 1883, in Montroque, where the newly appointed Mayor officiated several weddings, following on from his predecessor. However, the new Mayor was not qualified as an officiator. The Court of Cassation ruled that the nulled weddings could be reinstated as everyone believed the new Mayor was acting lawfully and within the realms of his position.<sup>(11)</sup> As the theory of appearance governs ‘legal effects to acts which do not comply with their legal norms’, therefore a court needs to verify the reality of situation and judge whether ‘appearance’ was believable and likely.<sup>(12)</sup>

This demonstrates the importance of protecting contracting parties when there is an imbalance in the partnership. The imbalance may be educational, cultural, social or economic, leading to a difference in capacity and skill, whereby a person could falsely claim to hold a specific legal position or station or profession.<sup>(13)</sup> This could put the other party

(7) Daradkeh, [n 2], 504, citing Alexander Hamilton Frey, ‘Legal Analysis and the “De Facto” Doctrine’, (1952) 100 University of Pennsylvania Law Review 1153.

(8) Codrin Codrea. ‘Error communis facit jus via Baudrillard – the Complicity between Law and Simulacra’ *Hermeneia* (Iași.), 01/2015, Issue 15.

(9) Petru Ciacli 1, Ioana Mihnea ‘The “Error Communis Facit Jus” Principle in the French Law’ (2012) 34 International Conference on Humanity, History and Society IPEDR vol.34 (2012) IACSIT Press, Singapore.

(10) *Ibid*, p 2.

(11) Civil.

(12) Codrea [n 6].

(13) Daradkeh, [n 2] 2.

in a legally weakened position, forfeiting rights or ownerships, or an imbalance in obligations. For example, losing spouse rights in the above marriage example, which if a partner were to pass away would affect inheritance rights. By applying the law of theory of appearance, it establishes and fixes the legal positions as the weaker party believed them to be so, imposing the situation and law upon the party making the false claims. It therefore protects the weaker party, ensuring they enter into the deal they believed they had, whilst also discouraging such behaviour.

### 3. Theoretical Framework

#### 3.1. *Relation to Other Legal Theories*

##### 3.1.1 *Estoppel*

Common law would also have adopted ‘error communis facit jus’ but slightly differently, as the ‘estoppel doctrine’.<sup>(14)</sup> Where a person has established a situation that would lead to the theory of appearance being used, ie perhaps the person has purposely used the situation of a similar environment to deceive, the estoppel doctrine would prevent the person altering their view or opinion, or changing their account of what occurred, ensuring their story remains clear and reasonable.<sup>(15)</sup> Estoppel is often used in contracts to protect creditors, which fits better in the deregulated financial and business systems of common Law countries (UK, USA),<sup>(16)</sup> compared to civil law countries. In business contracts, certainty between all parties is what is aspired for however in reality flexibility, practicality and good faith are vital to negotiating a satisfactory deal.<sup>(17)</sup> The theory of appearance by its nature defies general specificity in legal terms and is therefore dependant on jurisprudence to determine its legality and to define its boundaries in each case.<sup>(18)</sup>

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(14) CODREA [n 6].

(15) Ibid, 144-145; Oxford Reference, ‘Estoppel’ (Online, 2024) <[www.oxfordreference.com/display/10.1093/oi/authority.20110803095758760](https://www.oxfordreference.com/display/10.1093/oi/authority.20110803095758760)> accessed 7th August 2024.

(16) Ioan Șumandea-Simionescu, ‘On Efficiency, Bargaining Power and Information Asymmetry. A Legal and Economic Analysis of Alternative Legal Methods of Creditor Protection for In Bonis Companies in Romania and England’ (2022) 11, (23) Journal of Public Administration, Finance and Law, 304.

(17) Ibid.

(18) Ibid, 308.

The law of appearance protects the notion of good faith and upholds standards of ethics within which to operate the law.<sup>(19)</sup> Within a contractual agreement, if someone believes assuredly that the appearance of something or someone will reliably be constant and as expected, but discovers that the reality contrasts with that belief, their right has been violated.

Estoppel is not specifically given provision, however, Corbin's treatise<sup>(20)</sup> details how contract law upholds obligations and liabilities based on the reasonable appearances and representations made by parties, reinforcing principles of good faith and fairness within binding contracts. Civil law principles, ensure that the contents and drawing up of contracts must be within the ideals of good faith, and hold contracting parties accountable to their commitments, thus promoting integrity and trust in commercial dealings. Conant, in his 1968 article, further details, how apparent authority only holds if the principle infers authority, correctly or not, upon the agent, either 'made by the principal to third parties through the agent's permitted expressions or acts (actual authority), or directly to the third parties (apparent authority). These representations are analogous to the offeror's promise in contract.'<sup>(21)</sup> However, if the agent themselves falsely expresses or implies that they have authority, rather than it coming from the principal, the principal is not legally bound by the actions of the agent. Conant examines Estoppel based on apparent ownership can only be used against an undisclosed principal who has delegated some real authority to an agent, for example, to buy, sell, pledge, or negotiate contracts. However, this does not apply to a mere bailee (someone temporarily holding goods), no matter how convincing their appearance of ownership; they cannot sell their bailor's goods unless clear proof of ownership was deliberately placed in their hands.

(19) Eduardo Tomasevicius Filho, 'Good Faith in the Brazilian Civil Code: Ten Years Later' (2013) 88 Teise. Vilnius University. Vilnius. 211; Ioan Şumandea-Simionescu, 'On Efficiency, Bargaining Power and Information Asymmetry. A Legal and Economic Analysis of Alternative Legal Methods of Creditor Protection for In Bonis Companies in Romania and England' (2022) 11, (23) Journal of Public Administration, Finance and Law, 304.

(20) A L Corbin, Corbin on Contracts (4th edn, West Publishing 1987) 457.

(21) Michael Conant, The Objective Theory of Agency: Apparent Authority and the Estoppel of Apparent Ownership' (1968) 47 (4) Nebraska Law Review, 678, 679.

A key English case on this principle is *Watteau v Fenwick*<sup>(22)</sup>, where a brewer (Fenwick) remained undisclosed as the owner of a beer-house and appointed Humble, the former owner, as manager. Although Humble was only authorised to buy ale and mineral water, he bought cigars and Bovril on credit. The court held Fenwick liable because, once revealed as the real principal, he was responsible for acts typically carried out by someone in Humble's position, even if actual authority had been limited. However, the reasoning based on apparent authority has been challenged. Since no representation of agency was made, the court could instead have found Fenwick liable based on estoppel because he knowingly allowed Humble to appear as the owner. Therefore, liability should rest on the plaintiff's reliance on Humble's apparent ownership when extending credit, not on the scope of any agent authority.

### 3.1.2 *Good faith*

With good faith in mind, there are generally articles within the law that specify that it is forbidden to mislead the other party or shareholders, that one has contracted with or is doing business with. More than that, in Romanian law article 1921 NCC, they must 'take reasonable measures to prevent misleading the third party.'<sup>(23)</sup> Article 1116 of the French Civil Code calls for annulment of the contract, and subsequent damages (delictual liability) if one party purposefully misleads the other and it is 'obvious.'<sup>(24)</sup> Both Cambodia<sup>(25)</sup> and France<sup>(26)</sup> do have some situations where the emphasis is placed on 'the theory of fiction' rather than the theory of appearance, whereby the item, must be proved to be fictitious.

(22) *Watteau v Fenwick* [1893] 1 QB 346, cited in Michael Conant, *The Objective Theory of Agency: Apparent Authority and the Estoppel of Apparent Ownership* (1968) 47 (4) *Nebraska Law Review*, 678, 687.

(23) *Centrul Național de Coordonare (NCC)* (Romania), Art 1921, as cited in *ibid* 309.

(24) *Civil Code* 2016, art 1116 & 1382 (France).

(25) Darwin Hem, Vattanak Visal San 'Ship Arrest in Cambodia', (Article 550 of CCP) in Felipe Arizon (Ed)) 'Ship Arrests In Practice, Eleventh Edition 2018' (Article 550 of CCP) *The Shiparrested.Com Network*, 65 <<https://vardikos.com/wp-content/uploads/2020/07/Ship-Arrests-In-Practice-11th-Edition.pdf>> accessed 1st Aug 2024.

(26) Henri R Najjar, 'Ship Arrest in Cambodia', (Article 550 of CCP) in Felipe Arizon (Ed)) 'Ship Arrests In Practice, Eleventh Edition 2018' (Article 550 of CCP) *The Shiparrested.Com Network*, 153 <<https://vardikos.com/wp-content/uploads/2020/07/Ship-Arrests-In-Practice-11th-Edition.pdf>> accessed 1st Aug 2024.

One example given is in the occurrence of arresting cargo ships. With regards to ‘piercing and lifting the corporate veil’ whereby it is the shipping company that must be proved to be fictitious.

### *3.1.3 Domain of knowledge and the principle of Yad*

In carrying out a transaction or drawing up a contract, particularly an unauthorised or informal/verbal contract assumes a level of knowledge and good faith. Unless otherwise specified, it is common to assume that something up for sale belongs to the person selling it. In Iranian law this is known as the Principle of Yad, that the person who has possession of the item is the legal owner, and is within their right to sell.<sup>(27)</sup> Contract law in Iran is covered by the Civil Code, with Article 10, stating that a private contract is binding and then from Article 183 in ‘Contracts and Obligations’.<sup>(28)</sup> But to enter into a binding contract, one assumes a level of good faith and that the appearance of what is being sold is genuine. There is a question here as to how much responsibility falls upon the buyer or person entering into a contract to investigate or research the seller or product they are buying. But we enter into contracts every day; to do this for everything would be impossible, which is why good faith exists. However, when in good faith a buyer believes by assumption that the seller has the right to conduct the sale and has no good reason to believe otherwise, the buyer has accepted the ‘appearance’ of the situation. And thus, theory of appearance is adopted into jurisprudence to uphold the law against such fraud and to protect the unwitting.

## **4. Good Faith and Appearance Theory**

### *4.1 The overlapping principle of Good Faith and Appearance Theory*

Appearance is not a feature of contract law, however the principle of Good Faith and the intention with which a contract is negotiated and founded is fundamental. This is not true within all international jurisdictions. As has been alluded to, good faith in English common law is only something that is beginning to be seen as important in recent

(27) Sam Mohammadi, Majid Abbas Tabar Firoozjah, Ali Sedaghati, ‘Apparent Ownership’, (2016) 23 (9) Encyclopedia of Economic Law Journal, 113.

(28) The Civil Code of the Islamic Republic of Iran, 1928, amended 2006, Article 10.

times. Traditionally, it was the negotiating parties' duty to ask the right questions, to perhaps invite people knowledgeable in the relevant field along to inspect items bought, or listen in to terms, to ensure that they received the deal and terms that they anticipated. The principle being that parties maintained 'autonomy and individualism', with a 'freedom to negotiate in their best interests.'<sup>(29)</sup> Modern day ethics are starting to feed into the law, however, with the expectation of good faith from the outset, particularly in employment and consumer law, and in Canadian common law in construction and franchising.<sup>(30)</sup>

In reality this is not always logical and case law in the Supreme Court has demonstrated that the judiciary should not blindly follow 'actual sharp wording', but 'the truth it is aiming for and the initial intention of the two contractual parties at the time of the contract, within the nature of dealing, good faith and custom'<sup>(31)</sup>

This gives an idea of the importance of the 'intention' of the contract to the parties, and therefore the direct relevance of appearance theory. Some, indeed, may say that the introduction of appearance theory would be obsolete here, and indeed perhaps in practice it is generally covered, but it should be coded into the law to be a stable, considered, consistent law. Not all judges are aware of the theory of appearance,<sup>(32)</sup> so to reduce variability in judicial decisions and make outcomes clearer and justice more certain.

#### **4.2 The 'legal nature' of the Theory of Appearance**

Daradekah<sup>(33)</sup>, explores the 'legal nature' of the Theory of Appearance, considering five options. The first being that of a moral rule, whereby appearance would be upheld by an intangible sense of moral obligation or due to social pressures and disapproval. This

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(29) Bashayer AlMajed, 'The History and Development of Contract Law in Kuwait: With a Particular Emphasis on The Role and Precepts of Islamic Law in Its Formulation and Implementation, PhD Thesis, (2018, University of Leeds), 254.

(30) AlMajed [n 26] 255.

(31) Supreme Court of Kuwait, 14/06/17, Case Nos. 586 & 633, Commercial Court 1, as cited in AlMajed [n 2]223.

(32) Daradekah (n 2), 505-509.

(33) Daradekah (n 2), 505-509.

does fit with regards to upholding justice and protecting the essence of good faith within a contracted deal. The second, is a legal principle, derived from a collection of legal rules and used as a foundational basis to underpin laws and reach legal solutions. The third is a legal rule, the general basis upon which most would understand as a law. The fourth Daradekah splits between a Rule of Justice and Natural Law, the Rule of Justice being what fits within the sound judgement of the sitting judge, which Natural law is what is considered to fit within the higher ethics of humankind which supposedly appeal to or are looked up to, and fulfil a sense of justice. The fifth exploration of the legal nature of the theory of appearance is as a legal sanction, whereby the defendant company or person is held liable for the error of appearance. This applies in cases where a firm has not had sound procedures and has erred in their employment of a person willing to act deceitfully by acting outside of their authority or beyond the timeframe of it. It would vitally slow business transactions and would not be practicable, if a person entering into a contract, were expected to investigate the legality of the position of a company employee with whom they are dealing, for example by checking a commercial registry. Therefore, these must be an element of good faith in trade and that liability must lie with the company to ensure that they have robust standards and checks in place to guarantee that their employees work within the remits of their roles and legal responsibilities. It is this fifth description that Daradekah puts forward as the correct legal form, although it is not to say that the other four do not have a place and use.

To delve into the theory of appearance under the guise of a moral rule or indeed natural law, it is interesting to look at the dimension of the Law within the presence of Islamic law. The Kuwaiti Constitution, for example article 2, states that Islamic Principles are a part of the Law.<sup>(34)</sup> Whilst this paper is limited to coded civil and contract law and are very much secular based, being originally founded on French Civil

(34) Kuwaiti Constitution 1962, Articles 1-3, 6 <[www.constituteproject.org/constitution/Kuwait\\_1992.pdf?lang=en](http://www.constituteproject.org/constitution/Kuwait_1992.pdf?lang=en)> accessed 31st October 2024.

Law.<sup>(35)</sup> However, because they were also drafted via Egyptian Law<sup>(36)</sup> and because Islamic principles flavour the civil code, in other words, all laws should morally fit within an Islamic framework, morality absolutely does play a part. The Prophet Mohammed is recorded as having said, ‘I have been commanded to judge by what is apparent, and God will take care of what is hidden’.<sup>(37)</sup> The Qur’an and Hadiths suggest that people can only deal with how things and people appear to be, and they support the ‘jurisprudential rule that judgements (should be) ... based on appearances.’<sup>(38)</sup>

Morality should play a part within law, thus natural law, but that is why the theory of appearance is important. It is an override which can be applied by the judge when to follow the law to the letter would lead to a misjustice. In current laws, it is at the discretion of the judge. Amending the law to introduce appearance in a structured way would benefit everyone, providing confidence to be able to deal in good faith.

#### ***4.3. Application of the Theory of Appearance in Law***

Arbitration in general is governed by the Civil and Commercial Procedures Law (KCCPL) and civil code articles 173 to 188, which specify the requirements for arbitration.

The theory of appearance is also referred to in as the ‘apparent authority’ doctrine. Its most common usage is in commercial and civil transactions, where agencies are called upon to act on behalf of the contracting party, and whether the agent legally has the authority to do so, in all the manifestations in which they act, and to the extent that they claim. Where they do not, it may be a case of the agent misunderstanding, or having an incomplete understanding of bylaws and regulations, or it be an intentional attempt to falsely take on more work than they are

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(35) Enid Hill, ‘Al-Sanhuri and Islamic Law: The Place and Significance of Islamic Law in the Life and Work of ‘Abd al-Razzaq Ahmad al- al-Sanhuri, Egyptian Jurist and Scholar, 1895-1971 [Part II]’ (1988) 3(2) Arab Law Quarterly 182.

(36) *ibid.*

(37) Daradekah (n 2), 505, citing Ibn Hajar Al-Asqalani; Ahmad bin Ali bin Muhammad Al-Kinani Al-Asqalani, Al-Talkhis Al-Habir, edited by Hassan bin Abbas bin Qutb, Qurtuba Publishing House, London, 1416 AH – 1995 AD, Vol. 4, p. 192.

(38) *Ibid.*, 505.

qualified to complete. Civil Code in general should lay out the scope and responsibilities of agents and the resultant liability on the hiring party. Specifically, that the agents must act within their authority, and that those hiring them are only liable or bound by the agents' activities that are within the agents' governance. Exceptions to this would be if both agent and contracting party agreed an extension of terms, then that contracting party would be liable for the agent's actions. Equally, if a third party acts in good faith believing that agent to have authority, the party that has employed the agent is liable. Article 105 lays liability for damages with the agent, should due care not be taken. Article 106 protects third parties acting in good faith that the agent is authorized to act, placing liability with the principle contracting party who has signed up the agent. Article 107 states that the agreement is terminated once the agreed task is complete, although the contracting party may be liable for the agent's actions should any harm befall a third party. These principles have been upheld by the Court of Cassation,<sup>(39)</sup> whereby they have specified three conditions to be met, in order to define when apparent authority is valid. These are:

- the agent acts on behalf of the principal without authorisation;
- the third party dealing with the agent acted in good faith and was under the assumption that the agent was acting on behalf of the principal; and
- the existence of external factors attributed to the principal enhancing the third party's assumption that there is a valid agency.<sup>(40)</sup>

The first condition can also be covered somewhat by the Civil Code (Law No. 67 of 1980), article 61 (1). This article covers the liabilities of an employer for injury to workers who are hurt during their employment. This harks back the legal responsibilities of an employer to provide adequate training, plus health and safety considerations for their employee team. However, correspondingly, it also assures that employees, including contractors, only enter areas they are authorised to

(39) Ahmed Barakat, Ibrahim Sattaout, Adnan Jaafar, 'Kuwait', part of The Middle Eastern and African Arbitration Review 2023, 6 <<https://globalarbitrationreview.com/review/the-middle-eastern-and-african-arbitration-review/2023/article/kuwait>> accessed 14th November 2024. See Court of Cassation Case No. 204 of 1987.

(40) Barakat, Sattaout, Jaafar [n 40], 6. Also see Court of Cassation Case No 489 of 2000.

do so, and only carry out the work they are authorised to do. For example, if a contractor was to complete the contract, without specifically being instructed to do so, that contractor would be liable for the work and any damages. Similarly, if they set up a contract with a third party, whereby the third party believes that they are acting on behalf of the principle, the contractor would be liable. On the other hand, should this contractor set up the agreement with the third party and the principle agrees, then a contract could be drawn up from that day, and would be considered valid from that date signed for by the principle and the third party.<sup>(41)</sup>

In a particular case at the Court of Cassation,<sup>(42)</sup> a contractor had continued to sign for a company over a period of a few years and the company failed to check and challenge the resultant money going into their account due to the work. In this situation the judge stated that the company's omission to act essentially could legally be interpreted as 'subsequent approval'. This would then make the company liable for any faults or errors caused by the contractor.

## 5. Case Law Analysis

### 5.1 *The Arab World*

While not always explicitly named as such, the theory of appearance is implicitly applied in several legal systems across the Arab world, particularly in areas of commercial, administrative, and property law. This theory plays a crucial role in protecting the good faith of third parties<sup>(43)</sup> who rely on the outward or formal appearance of authority, ownership, or legality, even when such appearance contradicts the underlying legal reality.

One of the clearest applications of the theory of appearance in Arab jurisdictions can be found in the law governing negotiable instruments. A holder who receives a cheque or bill of exchange that appears valid on its face is protected—even in cases of forgery or irregular

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(41) Ibid, see Court of Cassation Case No 28 of 1998.

(42) Court of Cassation Case No 25 of 1998.

(43) Commercial Law No 17 of 1999 (Egypt), art 396; see also Talal Abu-Ghazaleh, *Commercial Law in Jordan and Egypt: Comparative Perspectives* (Amman University Press, 2018) 223.

endorsement—provided they acted in good faith and had no knowledge of the underlying defect. This reflects the theory's goal of enhancing transactional security in commercial practice. For example, Federal Decree Law No 14 of 2020 (UAE) classes dishonoured cheques as 'executive instruments', that are enforceable. Commercial Transactions Law, Art 635, allows that the holder of a 'bounced cheque' where the cheque provider has insufficient funds in the associated account, can pursue legal enforcement, by submitting the dis-honoured cheque to a court, without needs of a civil lawsuit. The recent amendments decriminalise such cheques that are dishonoured due to insufficient funds, thus the dispute is civil, rather than criminal. Criminal cases, such as those that are purposefully fraudulent, are covered by the Commercial Transactions Law, art 675, 683 (UAE). In Kuwait, dishonoured cheques are covered by Decree of Law No 15, 1978 and Commercial Code art 523. Fraudulently issues cheques are charged with a fine of KD 300 and imprisonment for a maximum of three years.

In public and administrative law, contracts agreed in good faith with falsely apparent state agents, or state agents who apparently had the authority to represent the administration, but did not, have been honoured in courts. This ensures the stability of transactions and avoids penalising innocent parties who relied on the state's representations.<sup>(44)</sup>

Arab courts have also applied this principle in real estate transactions, such as when property is sold by someone whose ownership was presumed from official registries. Again, courts have ruled in favour of good faith purchasers,<sup>(45)</sup> despite the seller's lack of true title. Such rulings are grounded in the protection of reliance interests and the public's confidence in official records.

### Judicial Examples

- Egyptian Court of Cassation: In a case involving a forged signature on a negotiable instrument, the court upheld the rights

(44) Ahmad Ibrahim, *Administrative Law and Contracts in Arab Jurisprudence* (Dar al-Nahda al-Arabia 2014) 312.

(45) Jordanian Court of Cassation, Case No 2339/2013, judgment of 20 May 2014 (in favour of buyer relying on land registry). Translated in Khalil Haddad, 'Real Property and Good Faith in Jordanian Law' (2016) 7 Arab Law Quarterly 134.

of the holder in good faith, citing the importance of legal security in commercial transactions.<sup>(46)</sup>

- Jordanian Court of Cassation: In a dispute over a real estate transaction, where the seller was not the legal owner but was registered as such in official records, the court ruled in favour of the buyer acting in good faith, thereby affirming the theory of appearance in practice.<sup>(47)</sup>

These examples demonstrate that although the theory of appearance is not yet formally codified in most Arab legal systems, it operates through well-established doctrines such as apparent authority, estoppel, and good faith. The application of these principles serves to balance legal certainty with fairness, ensuring that those who rely on legitimate external representations are not left without remedy.

## ***5.2 United States and the Statute of limitation***

A case involving a Kuwait Airlines employee opening a bank account with the American Security Bank in the name of Kuwait Airlines, and misappropriating the airlines' checks was not honoured under theory of appearance laws. The airline did not notice or report the fraud until some years later which the DC United State Court of Appeals deemed beyond the three-year statute of limitation period for tort and contract claims or for conversion in the State of DC.<sup>(48)</sup> This is an important consideration, were other jurisdictions, such as Kuwait, to adopt similar legislative powers, whether this would abide to standard limitation periods for that jurisdiction to protect the Principal from very outdated claims, whilst giving the third party opportunity recognise and put together a claim, whether to set a different limitation period for

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(46) Egyptian Court of Cassation, Case No 653/67, Commercial Chamber, judgment of 13 February 1999.

(47) Jordanian Court of Cassation, Case No 2339/2013 (n 3).

(48) Kuwait Airways Corp v American Security Bank 890 F2d 456 (DC Cir 1989), see Court Listener Kuwait 'Airways Corporation v. American Security Bank, N.A. And First American Bank, N.A.

Court of Appeals for the First Circuit' (Free.Law, Jan 10 1990) <[www.court-listener.com/opinion/532742/kuwait-airways-corporation-v-american-security-bank-na-and-first/](http://www.court-listener.com/opinion/532742/kuwait-airways-corporation-v-american-security-bank-na-and-first/)> accessed 9th April 2025.

that specific law, or to leave this to the discretion of the judge and the context of each individual case. The USA varies from State to State and crime type but is generally up to six years. The UAE can be case or contract dependant, although under DIFC law (Laws and Regulations in Dubai International Financial Centre) for matters of fraud, such as in this case, there is no limitation. To add complication, the Abu Dhabi Global Market (ADGM) regulations borrow from English legislation, in particular from the Limitation Act 1980 and the Foreign Limitation Period Act 1984, which specifies six years from discovery or potential discovery given 'reasonable diligence'. In Kuwait, can depend on the crime, but the standard limitation period for civil claims is fifteen years.<sup>(49)</sup> Saudi, under Sharia Law does not have a limitation period, Kuwait has a period of fifteen years. France has a five-year limitation from the date the claimant knew, Germany three years, Italy ten. So, there is a lot of global variability, varied further dependant on the crime. To avoid further complexity, it would seem sensible to follow the standard limitations set by the jurisdiction.

### ***5.3 Brazilian lumber yard***

In a Brazilian case 0307228-40.2016.8.24.0036<sup>(50)</sup> a client was buying and having fitted a wooden floor. The wood was purchased from a lumber yard and a fitters suggested by the lumber yard was employed to install the wooden pieces. The lumber yard was a well-known brand, with a reputation behind it and the wood was good quality. The fitting of the flooring however was of very poor standard, leaving a poor aesthetic and damaged wood. The name of the installation company was deceptively close to that of the lumberyard to sound connected and additionally the representative from the fitter behaved in a way to give the impression that the fitters were a representative company of the lumberyard. The judge ruled that it was a case of the theory of appearance, where the customer had quite understandably, believed that they were an off-shoot company of the wood provider, particularly with the recommendation

(49) DLA Piper 'Global Litigations Guide: Country Insight' <[www.dlapiperintelligence.com/litigation/insight/index.html?t=02-limitation](http://www.dlapiperintelligence.com/litigation/insight/index.html?t=02-limitation)> accessed 9th April 2025.

(50) CE Noticias Financieras, 'Civil Liability and the Theory of Appearance' (20th July 2022) (Translated by Content Engine LLC.) <[www.proquest.com/docview/2692648519?](http://www.proquest.com/docview/2692648519?)> accessed 31st July 2024.

from the lumber yard, and therefore it would be natural to assume that the fitter upheld the standards, assurances and quality as the ‘parent’ company. The courts cited Article 14 of the Brazilian Consumer Protection code (Código de Defesa do Consumidor),<sup>(51)</sup> which states that regardless of fault, the service provider is liable for the repair of damages resulting from the service provided.<sup>(52)</sup> Whilst the lumber firm tried to claim Paragraph 3 (II) of the same law, and exemption from liability if the damage was exclusively the fault of a third party,<sup>(53)</sup> it was held that compensation for the replacement materials and the costs to redo the work, as well as moral damages were joint responsibility as, whilst the wood that the lumber merchants sold was good quality, the court deemed them liable for knowing that the fitters were emulating their name and that confusion over their legitimate connection with the lumber yard may occur.

#### ***5.4 French property law***

In French civil law 2016, Article 815-30,<sup>(54)</sup> deals with the ownership rights of an undivided, co-owned property. It states that one co-owner who owns at least two-thirds of the undivided rights may make various decisions and take various actions on the property but must inform the other co-owners of the fact. If such information is not declared, the other co-owners may challenge it. This includes commissioning an administrator to deal with the property and arranging leases on the property. In C. Cass., Civ. I, 11 July 2019, 18-18877, at the Cour de cassation, the judge heard a case whereby a court-appointed administrator renewed long-term farming leases, which have terms protecting the tenants, without agreement of the co-owners, who between them owned two-thirds of the property. The court applied appearance theory to protect the tenant, saying that as Governmental Ministries had

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(51) Law No. 8,078 of September 11, 1990.

(52) Jubrasil, ‘Article 14 of Law No. 8,078 of September 11, 1990’ <[www.jusbrasil.com.br/topicos/10606184/artigo-14-da-lei-n-8078-de-11-de-setembro-de-1990](http://www.jusbrasil.com.br/topicos/10606184/artigo-14-da-lei-n-8078-de-11-de-setembro-de-1990)> accessed 2nd August 2024.

(53) *ibid*

(54) Philippe Ropenga, ‘Beware of Appearance’ *Alacriter* (online 24th March 2020) <<https://www.alacriter.fr/blog/beware-of-appearance.html>> accessed 15th October 14th October 2024.

advertised for farm managers, and explained the placement of court-appointed administrators, it would be logical for the tenant to assume that the administrators had the authority and power to arrange the lease on the property, and would not doubt the legitimacy of the lease. Thus, the administrator had an appearance of power to arrange the lease of the property. Appearance theory was codified in 2016 with amendments to the French civil code.<sup>(55)</sup> As such, the lease of the tenant was protected, despite the opposition of the property owners.

### ***5.5 England and Wales Common Law***

Apparent authority, elsewhere globally known as theory of appearance, is crucial to English and Welsh commercial and agency law, again for the purpose of protecting those who act on good faith as to the nature of an agent's authority. It serves to balance the integrity of corporate authority structure with protecting those who need to use and trust in those services.

A particularly well-known case is that of *Freeman & Lockyer v Buckhurst Park Properties (Mangal) Ltd*, where a third party believed an agent to have authority, when they did not, therefore showing it would uphold the principle of Apparent authority in agency law.<sup>(56)</sup>

In *Hely-Hutchinson v Brayhead Ltd*, the Court recognised the close relationship between implied actual authority and apparent authority, but confirmed that an agent's actions can be binding even if not explicitly authorised, so long as the principal's conduct supports the appearance of such authority.<sup>(57)</sup> The limits of the doctrine were demonstrated in *Armagas Ltd v Mundogas SA (The Ocean Frost)*, where the House of Lords emphasised that an agent cannot create apparent authority merely through their own assertions. Representation must come directly or indirectly from the principal's conduct.<sup>(58)</sup> Similarly, in *British Bank of the Middle East v Sun Life Assurance Co of Canada (UK) Ltd*, the court reaffirmed that apparent authority must derive from the conduct

(55) Ordinance No 2016-131 of 10 February 2016 for French civil.

(56) *Freeman & Lockyer v Buckhurst Park Properties (Mangal) Ltd* [1964] 2 QB 480 (CA) (*Freeman & Lockyer v Buckhurst*).

(57) *Hely-Hutchinson v Brayhead Ltd* [1968] 1 QB 549 (CA).

(58) *Armagas Ltd v Mundogas SA (The Ocean Frost)* [1986] AC 717 (HL).

of the principal and cannot be assumed based on the agent's position alone.<sup>(59)</sup> In the earlier case of *Rama Corporation Ltd v Proved Tin and General Investments Ltd* the High Court provided a useful summary of the essential elements for<sup>(60)</sup> successful claims based on apparent authority, which continue to inform modern judgments.<sup>5</sup>

These, according to Slade J, were:

- A representation: There must have been some representation made, implicitly or explicitly, to create some notion that the third party believed the agent had the authority to act on the behalf of the principle.
- Made by the principle: The representation must originate from the principle, rather than the agent, whether verbally, by conduct, or by allowing the agent into a position that would often hold that authority.
- Reliance by the 3rd party: The third party must have genuinely believed, in good faith, that that agent had the authority to conduct the contract, and as a result entered into that contract.

These principles were then used the later, but formerly mentioned case, of *Freeman & Lockyer v Buckhurst*.

It can be seen through all of these cases, that whilst there are small differences and whether theory of appearance is explicitly granted within the law or not, that it is vital in all cases across jurisdictions, as long as the case is presented to court within the statute of limitations. In other words, close attention should be paid to accounts to verify expenses. Principles must also be careful in how they present their staff, in terms of their level of authority, all managing staff should be clear of the maximum levels of authority of their direct lines of support, so that they do not over present their responsibilities to clients in error, and inadvertently make the company liable. Employees should be introduced or have identifying uniforms or other clear identification

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(59) *British Bank of the Middle East v Sun Life Assurance Co of Canada (UK) Ltd* [1983] 1 WLR 62 (CA).

(60) *Rama Corporation Ltd v Proved Tin and General Investments Ltd* [1952] 2 QB 147 (HC).

to convey their correct levels of authority to all customers and clients. Likewise staff should be clear of their responsibilities and authority level, so errors are not made.

## **6. Modern daily theory of appearance in commercial papers and paper currency**

Commerce depends on a certain level of trust. It does not make sense as purchasers or service users to have to check if supermarket has an in-date hygiene rating, or the doctor is still qualified or if the designer shirt you bought in a high-end retail store is really designer. For commerce (and society) to proceed at a realistic pace, there has to be an assumed level of trust, or good faith. Commercial paper is an example of this. A short-term, unsecured loan, which works by large corporations or financial institutions selling the commercial papers for a discounted rate to an investor, then at the time of maturity, the investor gains the full value back, thus making a profit. In the meantime, the corporation or institute gains fast access to liquidity, with which to buy important assets to grow the business. There is no security behind the paper, just a promise that the company will return funds and fulfil the corporate paper, although it helps that the company is large and more likely to stay afloat. However, they are backed by the law, in a certain format, detailing the specifics such as the debtor and creditor, the value and date of maturity. As such, in a similar way to paper currency, which is also a promise by the national bank to pay the bearer of the note its worth, they can be bought and sold. So, the current holder of a commercial paper may not know the signatory but trusts in the formality and the appearance of the system that they will receive the funds when it matures.

## **7. Limitations in global use**

### ***Obligations***

Primarily, it must be believable that the third party genuinely acted in good faith in their acceptance of appearance of the situation and that there was no evidence that the third party knowingly exploited the situation.<sup>(61)</sup>

(61) United States v. Armour & Co., 168 F.2d 342 (3rd Cir. 1948); Gregory E. Maggs, 'The Holder in Due Course Doctrine as a Default Rule' (1998) 32 Ga. L. Rev. 783.

Where the theory of appearance is used globally different nations set different limitations to its use.

In Egypt, the Court of Cassation excluded its application to the buying and selling of private property, and here insist that the buyer does do sufficient research into what they are buying.<sup>(62)</sup> This makes sense; property, for most, in a private transaction, is not a common. Neither is the process a fast one. Taking the time to employ a professional to fully conduct full surveys and to thoroughly research the seller is a practical move in that situation, and will not greatly, if at all, impact the timeframe of the sale.

### *Technology*

Leading on from this, where an appearance would not be too challenging to investigate, online for example, whilst not being something one would just expect to be carrying out the act. People's roles and their positions' responsibilities tend to be readily available, software such as LinkedIn, although this is dependent on such sources being updated. Other public matters and deeds are often available online also. Again, this depends on practicality of the contract or deal; in contracts where the exchange of product or services occurs fast, or of low financial value, it would not be practical, sensible or expected to investigate the background and integrity of the deal, unless the third party were already suspicious. For a high financial cost, particularly one with a fast transaction, and one where the third party was unfamiliar with the seller, it would be expected through self-preservation that some prior investigation may be done. Certainly, for some public contracts, online verification would be required by those carrying out the service or contract.<sup>(63)</sup>

### *Scope of authority*

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(62) Lafi Mohammed Daradkeh, 'The Role of the Doctrine of Apparent Situations in Protecting the Parties of Legal Relations Arising from Commercial Papers: A Comparative Study' (2021) 2 (11) Jordan) International Journal of Kuwaiti Law (in Arabic, translated for quotes using ChatCPT 4o) <<https://journal.kilaw.edu.kw/wp-content/uploads/2022/12/495-530-Prof.-Lafi-Daradekah.pdf>> accessed 18th October 2024.

(63) Kathryn Clokey, 'The De Facto Officer Doctrine: The Case for Continued Application', (1985) 85 (5) Columbia Law Review 1121.

In Jordan, the Court of Cassation prevented the theory of appearance being invoked to protect a bank's board of directors who had accepted a company's financial guarantee outside of the scope of their authority, according to Companies Law No 1 of 1989 (Jordan). In this case the court ruled that the bank should have been aware of the law and of the appropriate banking articles and contract.<sup>(64)</sup> In general, if the perceived appearance is outside the typical role commonly expected or allowed of that person, then the third party would not be protected.<sup>(65)</sup>

## 8. Findings

The theory of appearance offers a robust legal framework to resolve conflicts where parties enter into legal or contractual obligations based on legitimate, but ultimately incorrect, assumptions about authority or ownership.

- It serves to protect those who act in good faith who may suffer due to the discrepancy between the perceived and actual legal reality, especially in commercial and contractual contexts.
- The theory is well-established in civil law systems, particularly those influenced by French jurisprudence, such as EU member states and many Arab countries.
- In contrast, common law systems have historically placed less emphasis on good faith, although recent shifts show increased openness to integrating such concepts.
- Comparative case law analysis highlights the theory's ability to rectify imbalances in authority, representation, and information, preventing injustice where formal legal ownership does not align with legitimate expectations.
- The theory promotes efficiency in trade, reducing the need for exhaustive background checks in every transaction and fostering trust among commercial actors.

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(64) *ibid.*

(65) Alexander Hamilton Frey, 'Legal Analysis and the «De Facto» Doctrine' (1952) 100 (8) *Uni Penn Law Review* <<https://doi.org/10.2307/3310070>> accessed 6th November 2024; *Credit Lyonnais Bank Nederland, N.V. v. Pathe Communications Corp.*, 1991 U.S. Dist. LEXIS 15980 (S.D.N.Y.)

- Although technological tools such as AI and database verification may eventually reduce reliance on this theory, it remains crucial where traditional trading structures are still dominant.
- Existing legal principles such as estoppel, apparent authority, and good faith already reflect aspects of the theory, but they lack a cohesive and codified framework under the label of “appearance.”

## 9. Recommendations

- Introduce the theory of appearance formally into national legal systems, especially those engaging in international or high-volume commercial activity.
- Clearly define the conditions for application, including:
  - The existence of apparent authority or legitimacy.
  - Consistency with broader legal principles and the absence of conflict with mandatory rules.
  - The pursuit of substantive justice where formal legal remedies are insufficient.
- Empower courts to apply the theory on a case-by-case basis, while providing structured legal criteria to ensure predictability and uniformity.
- Encourage progressive integration with technological tools, such as AI-driven verification systems, to reduce reliance on appearance-based presumptions where digital clarity is possible.
- Until such systems are fully operational and universally accessible, maintain strong protections based on good faith in transactions, especially in jurisdictions where informal commerce or documentation gaps persist. Good enforcement is key to prevention.

## 10. Conclusion

The theory of appearance plays a critical role in modern legal systems by addressing the gap between legal formality and commercial reality. It provides protection to individuals who, acting in good faith, rely on the outward signs of authority, ownership, or legitimacy. As

commerce becomes increasingly complex and global, this theory becomes even more relevant in ensuring fairness and efficiency in transactions. It offers a pragmatic solution where strict adherence to formalities would otherwise lead to injustice. The following sections outline the key findings related to the theory's application, followed by practical recommendations for its formal integration into legal frameworks.

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## نظرية الظاهر، حدود الالتزامات المدنية ومدى تأثيرها على المتعاقدين - دراسة تحليلية مقارنة

الدكتورة/ بشاير يوسف عبدالعزيز الماجد\*

### ملخص الدراسة

**الأهداف:** يهدف هذا البحث إلى دراسة «نظرية الظاهر» بوصفها أحد أهم الضمانات القانونية المستحدثة في إطار الالتزامات التعاقدية، مع التركيز على دورها في تحقيق التوازن بين مصلحة الطرف المتعاقد حسن النية، والحقيقة القانونية الكامنة في العقود. كما يسعى إلى وضع ضوابط عامة لتطبيق النظرية في العقود المدنية، وبيان شروطها وآثارها القانونية. **المنهج:** يعتمد البحث على منهج تحليلي مقارنة، يستند إلى دراسة فقهية وقضائية موسعة لمواقف الأنظمة القانونية المختلفة، خاصة في القانون المدني الأوروبي والدول العربية، ومقارنتها بالنظام الأنجلوسكسوني. ويرتكز المنهج كذلك على تحليل السوابق القضائية ذات الصلة التي أبرزت كيفية تفعيل نظرية الظاهر في الواقع العملي. **النتائج:** أظهرت الدراسة أن «نظرية الظاهر» تُمكن المتعاقدين من حماية مراكزهم القانونية المستقرة التي بُنيت على اعتقاد ظاهر بحسن نية، حتى في حالة وجود تعارض مع الحقيقة القانونية الفعلية. كما بينت أن النظرية تمنح أثراً قانونياً لأعمال غير متوافقة تماماً مع الشروط الشكلية أو الموضوعية للتعاقد، ما دامت مبنية على خطأ مشترك وموضوعي. إلا أن هذه النظرية - رغم ذلك - تحمل في طياتها خطراً يتمثل في فرض حقوق غير مستحقة، وهو ما يستدعي وضع ضوابط دقيقة لتطبيقها دون إسراف. **الخاتمة:** تشكل «نظرية الظاهر» أداة قانونية مهمة لتحقيق استقرار المعاملات وحماية مصالح المتعاقدين، إلا أن تطبيقها يتطلب توازناً دقيقاً بين مبدأ المشروعية وحسن النية الظاهرة. ولذلك، خلصت الدراسة إلى ضرورة تأطير هذه النظرية بضوابط تقيّد استخدامها وتحد من تجاوزاتها، خاصة في الأنظمة المدنية التي تواجه تحديات بين استقرار العقود والحقيقة القانونية. وهي بذلك تظل محل نقاش دائم بين فقهاء القانون، لما تثيره من إشكاليات تتعلق بالمشروعية، والعدالة، وحماية الثقة المشروعة.

**الكلمات المفتاحية:** نظرية الظاهر - القانون المدني - الالتزامات التعاقدية - التعويض المدني - دراسة مقارنة.

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# مجلة الحقوق

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على المتعاقدين - دراسة تحليلية مقارنة

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