The modern approach to formalism in contract law.

Rahmani Imene

University center of barika, imene.rahmani@cu-barika.dz

Received date: 29/05/2026 Accepted date: 09/06/2026 Publication date: 01/07/2026

Abstract:

Formalism in the modern sense is considered a set of techniques and approaches undertaken by the Algerian legislator in order to work on employing them for a basic purpose, which is primarily to achieve different and diverse goals, whether some of which are related to the normative function, in a way that embodies the moral value of the contract, or some of which are related to the functional approach, in a way that embodies the objective value of the contract; Which is considered one of the most important elements that require us to research and study it, even in small and scattered details, which made us shed light on it within this research, due to the importance that the subject of the study focuses on, which will come within a systematic study in a scientific manner to answer the basic problem that came to the effect of trying to identify the extent to which the condition of formal formality contributes to achieving the normative and functional approach between law and contract alike?

Keywords: *Formal formality; Voluntariness; justice; Legal security; Public order; Contract.*

*** Corresponding author: Rahmani Imene, imene.rahmani@cu-barika.dz**

Introduction:

While formalism is not a new concept in civil law, it has evolved beyond the traditional conceptualization where formalism was interpreted as a constraint on the will of the parties. Its function was not only solely limited to providing notice of the seriousness of the transaction for the parties, rather , its functions in contracts varied. Some are related to the ethical value of the contract as a means to achieve contractual balance, while others are related to the functional approach embodying the objective value of the contract (Jumaa, 2013 2014)

Therefore, the interest of the legislator today is not only focused on the formation of contracts; Rather, the scientific and technological development that resulted in the acceleration of the dynamism of contracting and the multiplicity of its types, made it no longer dependent on the will of individuals as the sole tool and efficient means of achieving justice ((F), 1994), which required building the contract on the philosophy of ethical contractual relations, by employing the legislative will to impose control on contractual relations (jabbar, 2022) Contractual moves, in order to achieve an approach between the contract and the public system, and to ensure contractual balance, in addition to the preventive function achieved by formality in achieving stability in contracts.

This is the significance upon which the study is focused.

Therefore, the research question concerning the importance of the study is formulated as follows:

To what extent does the requirement of formalism contribute to achieving standard and functional approaches between law and contract?

To answer this question: an inductive approach to legal texts was adopted and analyzed to demonstrate the importance of formalism based on partial hypotheses, linking them together to elucidate the role of formal formality in contracts.

The methodological positioning of formal formality in contract law.

The functional positioning of formal formality in contract law.

Methodological Positioning of Formal Formality in Contract Law:

The core idea is that the formality in contracts was not established solely to uphold the principle of the will's authority. Formalism cannot be considered a manifestation of the legal independence of the contract from contractual consent. While will is the foundation of the contract as a general principle, (Farida1992 ،)(contracts that require formal elements are not concluded without the presence of formality, as stipulated by the law regarding voidability.

Thus, the engineering of the study elements is based on the following:

However, imposing the realization of consent is essential in every contract according to Article 59 of the Algerian Civil Code (Algerian Republic, 1975), which states that "a contract is concluded as soon as the parties express their matching intentions, without violating legal provisions."

Thus, the inclusion of formal elements in a contract implies that it is based on the idea that "every formal act presupposes consent, and not vice versa; since form is an exception and consent is the rule." This explains the technical positioning of the formal element in the contract as a systematic exception. However, regarding its function, the legislator did not establish it to substitute one element for another (Khaled Abu Taha, April 2020,), but rather to achieve several additional functions, not only due to the inadequacy of consent in achieving its objectives but also to set limits on the will to prevent it from deviating from the legislator's intended goals and to achieve a balance between contractual freedom and public order.

As well as between contractual justice and the general legal principles. Through an inductive reading of the legal texts regulating contract law, specifically the Algerian Civil Code; We find that it is based on the idea and postulate of consent, which is based on the principle of the authority of the will and its ability to establish any legal center and determine its content and effects.

A translation of contractual freedom, which means the freedom of a person to contract and not to contract, to choose the contracting person, and to determine the content (7 This is the order stated by the French legislator in his recent amendment to the Law of Obligations and Evidence) of the contract, within the scope of the textual determinants enacted by the legislator, which range from complementary texts as a general principle, which are subject to the discretion of the will and its freedom, and peremptory texts. An exception that renders the will without any legal effects in the event of departure from it, and is also followed by judicial intervention that amends, cancels, or adds obligations to which the will of the two parties was not directed (Jacques Ghastan, 2008, p. 25); The purpose of this is that the will is the origin of the contract. It has an independent existence in contract law.

However, labeling contracts as consensual does not mean that the will can be moved except within the limits set by law. By interpreting the position of the will in the contract law according to the traditional approach, it is sufficient to establish any legal center without any need. To rely on any additional element, which makes the element of formal formality the subject of a difference of opinion in legal jurisprudence on the issue of its placement, between those who considered it a restriction on the will but a positive restriction in a way that enhances the protection of the will (Khaled Abu Taha, April 2020,) and those who considered it an additional protection for it (Jumaa Z. , 2013 2014), but it has It is an independent proof for others, and it is no longer limited to the conventional meaning, which is nothing more than a document and proof of action, to the extent

that the functions of this formality extend to contractual consent, including what performs the function of qualifying the consent and not creating a valid contract, in cases where the consent is not Complete, which requires an additional qualifying procedure, and just as this formality has an informational and complementary function to it, in cases where the contractual document, in terms of its content, is not proportional to the absorptive capacity of the weak contractor, either technically or economically, and on the occasion of imposing the element of form, the element of information and warning is imposed. And advice.

However, the justification for the existence of independence between the pillar of consent and formality is an important issue that leads to highlighting the nature of the relationship between them. However, the independence of each other technically does not express the idea of a rigid separation between the authority of will and the authority of form, as much as this separation is characterized by flexibility, which expresses About that cooperative and complementary relationship; The presence of the element of form does not negate the presence of consent in the contract, nor does it express the idea of one element replacing another, as was known in the Roman era. The presence of form in the contract assumes that consent has been concluded, but it does not replace consent. The command to force the notary to go to the notary according to a ruling without regard to the establishment of consent is a violation of the principle of the authority of the will (one of the decisions of the Algerian Supreme Court that "... since formality is considered a cornerstone of the contract for the sale of real estate, the contracting parties must fulfill it of their own free will, and the judiciary)

However, the effectiveness of the contractual will cannot be sufficient, in cases where the law requires the availability of form as a condition for concluding the contract, which is the direct formality that enters into the essence of the formation of the contract, under penalty of being described as invalid and non-existent. (Khaled Abu Taha, April 2020,)

However, the data and formalities imposed by the law in the official document have an objective translation, related to the function of official formality in the contract. Therefore, the objective interpretation of the provisions of Article 29 of the Law Regulating the Notarial Profession has a legal significance in the theory of the contract, which we address as follows:

The functional position of formalism in contract law:

There is no doubt that the provisions mentioned by the Algerian legislator in the law regulating the profession of notary have a functional translation in the general rules governing contracts, which the legislator seeks to achieve, especially those stipulated in Article 29, which we mention as an example:

Official condition as the basis for the probative force of the official drafter to achieve transaction stability:

The requirement to mention the name, surname, and office address of the notary is necessary to prove that the functional competence for drafting contracts is exclusively assigned to the notary and the public official, under penalty of invalidity of the drafter, both formally and officially. This ensures the eligibility of the notary and the absence of any legal impediment to drafting the contract. (Musa, 2014 PP85 and 86.)

The importance lies in the probative force of the official drafter, where the drafting of the contract is under the supervision of a public official who ensures the consistency of the contractual document with the law. Furthermore, the formality of the contract is linked to the authority vested in the authentication of contracts, as defined by Article 324 of the Algerian Civil Code, which states that "the formal contract is a contract in which a public official, a general officer, or a person entrusted with a public service, attests to what has been made or received by him or her from relevant parties, in accordance with legal formalities and within the limits of his or her authority and jurisdiction," ensuring minimization of challenges to contracts except within the exclusive and narrow scope of forgery (14 Law No. 08-09 of February 25, 2008 containing the Code of Civil and Administrative Procedures, Official Gazette of the Algerian Republic, No. 21, published on April 23, 2008.).

It is worth noting that the requirement of formality is one of the supported documents for the binding force of the contract. The technical drafting of the drafter is carried out in accordance with the formalities, procedures, and conditions stipulated by law, particularly the substantive data representing the translation of the objective conditions prescribed for the validity of the transaction, such as consent and its requisites, eligibility, absence of defects, legality of the contract's content, its feasibility, and the ability to specify it precisely to negate ignorance, in addition to the formal conditions stipulated in the drafting itself, especially regarding the conditions specified by the law regulating the profession of authentication, such as Articles 03, 07, 26, 27, 28, and 29.

The drafter acquires the official status, embodying its legal force in the rights and obligations it ensures for both parties, as determined by the Algerian legislator in Articles 324 repeated 05 and 324 repeated 06. The executive document description, which holds the force of res judicata upon its issuance, allows the holder of the document to issue the executive formula, as prescribed by Article 600 of the Algerian Code of Civil and Administrative Procedure, which states that "...executive documents include: ...11 - Authentication contracts, especially those related to commercial and residential leases with a specific duration, loan contracts, bare ownership, donation , endowment, sale, mortgage, and deposit...".

One manifestation of the legal force of the official drafter is its absolute authenticity among the contracting parties and third parties, where what is stated therein is the title of the contractual truth for the contracting parties and the title of the legal truth for third parties.

Moreover, the functional executability of the official drafter transforms its description into an executive document capable of enforcement upon its issuance.

In light of the clarity of this authenticity, it is not possible to challenge the content of the official drafter by either party or third parties except through forgery in cases where the official drafter is under the supervision and/or control of the officer or general official, and challenging the drafter is a challenge to the trustworthiness of the notary, as stated by the Algerian legislator in Article 324 of the Civil Code, "...what has been made or received by him...".

If the role of the general officer or official is limited to receiving statements without exercising control over the validity of the transaction conducted outside his office, as described by the Algerian legislator in the same Article 324 of the same law, "or what he received from relevant parties", then the means to rebut the statements in the drafter are through all evidentiary means, as determined by the Algerian Supreme Court in one of its decisions dated September 27, 2000, stating that "...the authentic contractual document contains two types of statements: statements related to the facts directly observed by the notary himself or the physical facts performed by the parties before the notary, which he observes, and these statements are evidence until proven otherwise by forgery, while statements related to statements and agreements received by the notary from the parties are evidence until proven otherwise..." (A decision published in the Journal of Jurisprudence in the Real Estate Chamber of the Supreme Court, Part Two, for the year 2004, p. 139.).

It is noteworthy, in this context, regarding the functional force of official drafts, that they are enforceable by law. However, this does not prevent objections to their execution as with other executive documents, due to issues related to the enforceability of the drafter's force, not its legal force, and the existence of execution issues. (It is possible to object to the forced execution of executive bonds if there is a problematic matter that represents an incident to the implementation, whether a material incident or a legal incident, that prevents the continuation of implementation, a)

It is also necessary to emphasize that the issue of the absolute authenticity of official drafts is a matter of public policy, as confirmed by the Algerian legislator in the rules of evidence by prohibiting their contestation, a view also adopted by French legal doctrine by stating that the rules of evidence are part of public policy because they relate to the proper functioning of justice and are connected to the regulation of the judicial system. (Muhammad Hazit, Evidence in Civil and Commercial Matters in Algerian Law, Dar Houma, Algeria, 2017, pp. 38 and 40)

In light of the principle related to the absolute authenticity of official drafts associated with achieving contractual security for the contracting parties as it represents the contractual truth, guaranteeing them confidence in what they have agreed upon, and as a legal reality for third parties, ensuring their confidence in what is apparent. (Jacques Ghastan, 2008, p. 384)

Furthermore, in addition to the conditions stipulated by law regarding the necessity of drafting the contractual document in a comprehensible and clear language and in clear wording without ambiguity, as prescribed in Articles 26 and 27 of the Law on the Regulation of the Notary Profession, under the penalty of nullity, it indicates that the legislator intervenes to regulate the technical drafting process of the official drafter by establishing the condition of clarity and readability to demonstrate that interpreting contract terms according to the meaning of Article 111 of the Algerian Civil Code is rarely a subject for adjudication, as the legislator has emphasized employing the formal element to achieve alignment between what is verbally expressed in the contractual document and what is implicit in the true will. This makes the formal contract serve as evidence of the realization of the contract and the alignment of the declared will with the true will. The written content serves as evidence of achieving alignment between intention (what one intends) and interest (what one seeks).

which is the result of the contract, making formality a protective means to reduce the cost of resorting to the interpretation and amendment of contracts, due to the rigorous methodology imposed by the legislator in drafting contracts and limiting the recourse to the judiciary to challenge official contracts except within a limited and narrow scope, a translation of the ethical value related to respecting promises and it is with this function that the formal element confirms our opinion that contractual satisfaction, due to the formal element, has an ethical cost related to respecting promises (Jacques Ghastan, 2008, p. 381)and a legal cost related to contractual strictness, making it an additional protective technique for satisfaction (Jacques Ghastan, 2008, p. 383).

Monitoring the Conditions of Contract Validity from the Perspective of Public Policy:

The declaration of monitoring the conditions of contract validity in terms of its parties and content achieves alignment with the public policy. It mandates the availability of the names, titles, professions, domiciles, dates, and places of birth of the parties for the legislator to oversee through the notary acting as the judge of contracts. This is to ensure the fulfillment of the objective conditions required for contract (Yamina Lahlou) validity by verifying the eligibility of the contracting parties in accordance with Articles 40 and 78 of the Algerian Civil Code. Mentioning the status of the contract parties, as a regulatory and legal condition, is crucial for monitoring the actions of individuals due to their professional affiliations, which may prohibit them from entering into legal actions conflicting with their public duties.

This condition is required by Articles 402 and 403 of the Algerian Civil Code. Additionally, specifying nationality, which is subject to very specific procedures, restricts foreigners from purchasing properties within national territories. Thus, this statement represents a technique in approaching contracts within the public system, imposing a preliminary control on contract content and ensuring their formulation aligns with the principle of legality, as required by the legislator's conditions for contractors, depending on the nature of the contract, whether it's a bilateral contract or donation contract, and the effect of the contract revolving around benefit and/or harm. (If the harmful behavior is pure harm, then the necessary capacity is the capacity to act, but if it is beneficial, then the capacity imposed by the law is the capacity to discriminate.)

Furthermore, it's essential to mention the requirement of the translator's name and profession when necessary, to ensure the translator's competence in translating contracts (Nassakh, 2013) and documents, and to verify that there are no legal obstacles. This includes controlling the translation content to ensure its alignment with the common contractual intention and conformity with the public policy (Fadel Khadija), as well as ensuring consistency between the contractual document's content and the contracting parties' intentions, guaranteeing clear understanding for all parties involved.

Today, formalities have become imperative due to the expansion of the concept of public policy, which now emphasizes the social function of contracts, in addition to transforming contracts into tools for implementing the state's economic policy. This necessitates a comprehensive contractual policy by employing formality as a means of enforcing legislative control over contractual actions to ensure coordination between the private interests of the contractors and the public interest, thereby achieving the principle of utility in the contract. (The binding force of the contract is linked to the extent to which it achieves benefit and justice. Jacques Gastan, op. cit., pp. 231, 232.)

Importance of Determining Contractual Document Content as a Technique in Contractual Justice:

The importance of prior determination of contractual obligations in the contractual document is essential for achieving legal stability in contracts. However, with the modern evolution and diversification of contracts, explicit and clear determination of contract content has become even more crucial, particularly in the face of cognitive and economic disparities between contractual parties. This creates difficulties for the weaker party who finds themselves unable to define the parameters of the intended process. This necessitates legislative intervention to define the fundamental aspects of the contract to protect the weaker party, usually the consumer. (This is what the Algerian legislator decided in Law 04-02 relating to the rules applied to commercial practices, with the text of Article 30 of it, which states: “With the aim of protecting the interests of the consumer, the basic elements of contracts) The legislator resorts to imposing a contractual model on

both parties to ensure clarity of the contractual document content through the enactment of formal and substantive provisions, (The Algerian legislator regulated the insurance contract in the Civil Code in Articles 619 to 625, where it included a set of obligatory provisions in Article 622 of the same law and decided the penalty for invalidation of the insurance contract that v)which serve as an effective means of protection for the weaker party in the contractual relationship, by preventing the exploitation of the weaker party's (Mokhtaria Sheibani, Legislative intervention in determining the content of the contract: The contract is the law of the legislator, Critical Journal of Law and Political Science, University of Tizi Ouzou, Volume 17, Issue 02, 2022, p. 386.)position by the stronger party, who deliberately formulates terms that do not comply with legal conditions to invalidate the contract in the future. This approach is affirmed by Article 625 of the Algerian Civil Code, which renders any agreement contrary to the provisions of this chapter null and void unless it is in Favor of the insured or the beneficiary.

Explicit determination of the contract content in the official document is sufficient to negate gross ignorance and to affirm it, whether by its nature, type, or extent, to affirm the objective conditions required in the contract's components, with an emphasis that the reason stated in the contract is the actual reason according to Article 98 paragraph 02 of the Civil Code, which states that "... the reason mentioned in the contract is the actual reason..." to avoid challenging the contract for reasons related to ambiguity in its expressions or its formal reason.

Moreover, the importance of prior determination of the contractual document in achieving contractual justice and in monitoring the balance of considerations, and even in achieving equality and overcoming the state of weakness and ignorance on the part of one of the parties and their inability to define the contract terms. This determination ensures the preservation of transaction stability due to the preventive role played by the legislator's control of the contract content before its execution. Additionally, the importance of the contract's content (Articles 92, 93, 94) in defining its legal identity and the essence of the obligations imposed on each party, and imposing control on the legitimacy of the motive driving the contract (Articles 97 and 98) of the Civil Code.

Moreover, the requirement to disclose the legal recitation to confirm the presence of the sufficient knowledge element of intent for the essence of the legal process to ensure equality in the knowledge element between the contract parties regardless of their positions, affirms the principle of the will's authority and freedom in contracting, and in determining the contract content and its impact. This also achieves the informative function of formalities as imposed by the legislator on the notary to provide consultation to the concerned parties and inform them of all legal provisions in accordance with Article 12 of the Authentication Law.

Furthermore, the signatures of the parties, witnesses, and the notary, attest to the formation of the contractual will based on free and enlightened

consent regarding a specific legal content and with clear evidence of their intent, and it is formalized in a template that represents what they agreed upon. This makes it unavailable to rescind the contract without legal costs, ensuring the legal and enforceable strength of the contract. Additionally, formal documents are considered legally enforceable in cases specified by law, (With reference to Article 600, Paragraph 11, which states that ((...executive bonds are:...11 - notarial contracts, especially related to commercial and residential leases for a fixed period, and contracts for loan, loan, gift, endowment, sale, mortgag) assisting in approximating the creditor's contractual interest stipulated in the contractual document with minimal procedural, financial, and time costs, expressing procedural justice achieved by the form element, represented by the "approximation of the contracting party's contractual interest through form technique".

Conclusion

The technical drafting of contracts and official documents is of significant importance in establishing the principles of prevention and protection for legal contracts and transactions, depending on their quality and precision. It also serves as a predictive means for possible solutions to problems that may arise in contracts, whether during their formation or execution, echoing the saying of the jurist Aharon Barak that formality is the twin sister of justice.

The legislature's insistence on restricting the technical drafting of contracts with methodological rules and guidelines emphasizes the importance of the form as an external aspect of the transaction, ensuring its legal, contractual, and judicial security. It reinforces the principle of legitimate trust between the parties to the contract, as official documents represent the contractual reality for the contracting parties and the legal reality for third parties due to their authority. Moreover, it addresses some issues related to completing or interpreting the contract to meet the legislator's requirement for clarity and accuracy in every contractual document.

The requirements of this drafting involve considering the substantive data, forms, and legal situations interrogated by the legislator to ensure the formality and strength of the documents in evidence. These data are merely translations of the objective rules established in the contract law, serving a supervisory function that enables the legislator to enforce control over the safety and validity of contracts in terms of their parties and contents, through the notary acting as the judge of contracts. This stability in contracts benefits social welfare due to the prior control exercised by the notary over contracts. Formality serves as a means of encouragement, guidance, and notification for anyone entering into a contract, giving them an opportunity to form their contractual beliefs. It also provides an opportunity for reflection and deliberation before any contracting occurs.

The safety, eligibility, and security of contracts and transactions are ensured through the element of formal legality, which possesses an undeniable authority, except for explicitly stated reasons, to reinforce the legal validity of contracts and fulfill the expected desires of the parties to the contract.

Finally, it should be noted that the nature of the progressive relationship between the consent and form elements is coordinative and cooperative, not contradictory. Both represent the external form of will through the means of expression, influencing the description of the legal nature of the will. Thanks to them, the will carries contractual descriptions, The contractual will is the will that was allocated to create the contract, determine its description, and its content. It differs from that will be determined for all, as it is a will specific to the contracting parties, and to the contract that was concluded to create it, it has special provisions. The law stipulated a set of conditions related to its validity and for its legal existence to be taken into account. Such as the element of perception and discrimination, and it was also stipulated that it has a special qualification depending on the nature of the contract, whether it is a will to act, or a will to manage, and as stipulated for it regarding its validity, whether it is related to the validity of consent, or related to the necessity of the presence of the element of form alongside the element of consent in order for it to be a contractual will in its sense. private. being a will with a special character and specific provisions, as the law imposes requirements related to its description, existence, and validity to produce effects between its parties and for third parties. This emphasizes the importance of the contract in the legal system.

References:

1. A decision published in the Journal of Jurisprudence in the Real Estate Chamber of the Supreme Court, Part Two, for the year 2004.
2. Anwar Sultan, Rules of Evidence in Civil and Commercial Matters, New University Publishing House, Alexandria, Egypt, 2005 edition.
3. Fadel Khadija, The Master of the Decade, a thesis for a doctoral degree, University of Algiers 01,2016..
4. Fatima Nassakh, The Social Function of the Contract, a doctoral thesis, University of Algiers 01,2013.
5. clarification on the subject of the ethics of contractual relations, see the article: Samaj Jabbar, the ethics of contractual relations: an inevitable necessity to update contract theory. International Journal of Political and Legal Research, Volume 06, Issue 02, October 2022
6. clarification, see: Zimam Jumaa, Contractual Justice in Algerian Legislation, a thesis to obtain a doctorate in sciences in law, Faculty of Law, University of Algiers, 2013, 2014, pp. 30 et seq. See also: Jacques Gastan.
7. If the harmful behavior is pure harm, then the necessary capacity is the capacity to act, but if it is beneficial, then the capacity imposed by the law is the capacity to discriminate.
8. Mohammadi Farida, The Principle of Relativity of the Effect of Contracts, doctoral dissertation, University of Algiers, 1992

9. Jacques Ghastan, Al-Mutawil on Civil Law, Formation of the Contract, translated by Mansour Al-Qadi, University Foundation for Studies, Publishing and Distribution, Beirut, Lebanon, 2008.
10. Khaled Abu Taha, Ahmed Hosnia, Formalism in commercial contracts, an analytical study, Journal of Law and Human Sciences, Volume 13, First Issue, April 2020.
11. Khaled Al-Sayyid Muhammad Abdul Majeed Musa, Explanation of Objective Rules of Evidence, Comparative Study, Library of Law and Economics, Riyadh, first edition, 2014.
12. Law No. 08-09 of February 25, 2008 containing the Code of Civil and Administrative Procedures, Official Gazette of the Algerian Republic, No. 21, published on April 23, 2008.
13. Muhammad Hazit, Evidence in Civil and Commercial Matters in Algerian Law, Dar Houma, Algeria, 2017.
14. Mokhtaria Sheibani, Legislative intervention in determining the content of the contract: The contract is the law of the legislator, Critical Journal of Law and Political Science, University of Tizi Ouzou, Volume 17, Issue 02, 2022.
15. Order 58/75 of September 26, 1975, containing the Algerian Civil Code. Official Gazette of the Algerian Republic, Issue: 44
16. Terré (F), Simler (Ph) and Le Lequette (Y), civil law, obligations, Dalloz, Delta Paris, 1994.
17. The binding force of the contract is linked to the extent to which it achieves benefit and justice. Jacques Gastan.
18. the Algerian legislator decided in Law 04-02 relating to the rules applied to commercial practices, with the text of Article 30 of it, which states: “With the aim of protecting the interests of the consumer, the basic elements of contracts may be determined by regulation.
19. the order stated by the French legislator in his recent amendment to the Law of Obligations and Evidence, in Article 1102 of Executive Decree No. 131-16, which was translated as follows: “Every person is free to contract or not to contract, to choose who to contract with, and to determine the content.” The contract and its form are within the limits stipulated in the law, and contractual freedom does not allow violating the rules related to public order,” translated by: Chawki Benassi, The New French Contract Law in its Arabic Dress, Introduction – Translation – Appendices, House of Ideas, Algeria
20. Article 600, Paragraph 11, which states that ((...executive bonds are:...11 - notarial contracts, especially related to commercial and residential leases for a fixed period, and contracts for loan, loan, gift, endowment, sale, mortgage, and deposit...)).
21. Yamina Lahlou, The Sales Contract in Algerian Law, Dar Belqis, Algeria, 2021, .
22. Zimm Jumaa, Contractual Justice in Algerian Legislation, a thesis to obtain a Doctorate in Science in Law, Faculty of Law, University of Algiers, 2013, 2014,