

Transfer of Obligation as a Legal Mechanism to Ensure the Continuity of Rights and Obligations: An Analytical Study in Light of the General Principles of Civil Law

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Abstract:

The transfer of obligations is a fundamental concept in civil law, encompassing the rules governing the assignment of rights and the assignment of debts, along with their legal implications for the parties involved. This study aims to clarify the conditions and legal requirements regulating such transfers, and examines the legal framework that seeks to balance the interests of creditors, debtors, and third parties. Through an analytical approach, the paper highlights how legislative provisions ensure legal stability and promote contractual justice. The study ultimately contributes to a better understanding of the mechanisms that safeguard the continuity of civil legal relationships.

Keywords: Transfer of obligation, assignment of rights, assignment of debts, contractual relationship, legal effects

1. INTRODUCTION

Obligation lies at the core of civil legal relationships, as it arises either from the will of the contracting parties or from other sources defined by law¹. It produces a direct effect whereby one party becomes bound to perform a specific duty towards another. However, practical reality often leads to changes in the parties to an obligation, whether as a result of a legal act, such as assignment, or due to a legal event that causes a right or duty to transfer to a third party. This is where the significance of studying the transfer of obligation becomes evident—as a legal mechanism, that ensures the continuity of legal relationships despite changes in the positions of the parties involved.

¹ Mohamed Hassanein, *The Concise Guide to the Theory of Obligations : Sources and Provisions of Obligations in Algerian Civil Law*, National Book Organization, 1996, p.135

The transfer of obligation does not signify its termination or extinction; rather, it refers to the transfer of the subject matter of the right or obligation from one person to another, while the obligation itself remains in effect—either in its original form or with limited modifications—in accordance with the conditions prescribed by law or agreed upon by the parties. This transfer may take various forms: it may involve the transfer of a right, as in the assignment of rights; the transfer of an obligation, as in the assignment of debts; or, in certain cases, a combination of both¹.

The significance of this topic lies in its embodiment of the balance between, on the one hand, the principle of stability in legal transactions, and, on the other hand, the principle of freedom to dispose of rights and obligations. Moreover, the study of the transfer of obligation provides insight into how to safeguard the rights of creditors and debtors when the parties to a legal relationship change.

From this perspective, arises the central research question: To what extent can the legal system achieve a balance between the principle of freedom to dispose of rights and obligations and the principle of stability of the legal positions of the parties, within the framework governing the transfer of obligation?

Based on this research question, this article seeks to analyze the general provisions governing the transfer of obligation, and to clarify its conditions and legal effects, in light of the civil law rules regulating this area.

2. Forms of Transfer of Obligation

The core idea underlying the transfer of obligation is the change of one of its parties. When the party in question is the creditor, we are dealing with the assignment of rights. This topic will be addressed by examining the definition and the conditions required for such an assignment; as well as exploring the legal effects that result from it .

2.1 Assignment of Rights

This part of the study requires us to define the assignment of rights (First Subsection), and to examine the conditions necessary for its formation and enforceability (Subsection two).

A) First Subsection: Definition of Assignment of Rights

The assignment of rights is a contract by which a person (the original creditor), referred to as the assignor, transfers his personal right—existing against a third party (the debtor), referred to as the obligor—with all its characteristics and components, to another person (the new creditor), known as the assignee².

¹ Ahmed Shawqi Abdel Rahman, *The General Theory of Obligation : Provisions of Obligation*, no Publisher, cairo, 2008, p.120.

² Al-Saadi Mohamed Al-Sabri, *The Clear Explanation of Civil Law : The General Theory of Obligation – Provisions of Obligation ; A Comparative Study in Arab Laws*, Dar Al-Hadra for Publications, Algeria, 2013, p.280.

The assignment of rights may take place either for consideration, in which case the provisions governing sale apply, or as a gratuitous transaction, in which case the substantive rules of the contract of donation are applicable.

B) Subsection Two: Conditions for the Assignment of Rights

This part of the study requires distinguishing between the conditions for the formation of the assignment (First), and the conditions for its enforceability (Second).

First: Conditions for the Formation of the Assignment

Since the assignment of rights is a contract or agreement concluded between the assignor and the assignee, it is subject to the general rules governing contracts¹, both in terms of essential elements and validity requirements. Thus, the mutual consent of the contracting parties is necessary, and such consent must be free from defects of will and given by persons possessing full legal capacity. Furthermore, the assignment must be based on a lawful cause and relate to a lawful subject matter that does not contravene public order or public morals.

1. Consent of the Parties to the Assignment (the Assignor and the Assignee)

Article 239 of the Civil Code provides as follows: “A creditor may assign his right to another person unless such assignment is prohibited by a provision of law, by agreement between the contracting parties, or by the nature of the obligation. The assignment shall be effected without the need for the debtor’s consent.”²

From this legal text, it is evident that the legislator requires only the consent of the assignor and the assignee for the formation of the assignment, without necessitating the debtor’s approval. The rationale behind this is that the identity of the original creditor is not, in itself, a determining factor for the debtor; thus, it makes no practical difference to the debtor whether the original creditor remains or is replaced by another.

2. Subject Matter of the Assignment of Rights

The subject matter of the assignment refers to the right being assigned. As a general rule, an assignment may relate to any personal right³, regardless of its nature. Most commonly, it concerns a sum of money, but it may also involve an obligation to perform an act or an obligation to refrain from acting. Such rights may be civil or commercial in nature, and may be either specific or non-specific rights.

¹ Belhadj Larbi, *Provisions of Obligation in Algerian Civil Law : A Comparative Study*, Houma Publishing House, Algeria, 2016, p.150.

² Decree No 57/58 dated 26 Septembre 1975, concerning the amended and supplemented Civil Code, Publisher in Official Gazette (Journal Officiel de la République Algérienne – J.R.A) No.78, issued on 30 Septembre 1975.

³ Ramadan Abu Al-Saud, *Provisions of Obligation*, University Publications Bureau, Alexandria, 1999, p.320.

However, this general rule is subject to certain exceptions, which the Algerian legislator has outlined in Article 239 of the Civil Code, as follows:

a) **Existence of a legal provision prohibiting the assignment of certain rights**, such as rights that are not subject to seizure under Article 240 of the Civil Code—for example, maintenance (alimony), which cannot be assigned.

b) **An agreement between the creditor and the debtor prohibiting assignment**, as in the case where a lessor stipulates that the lessee may not assign his right in the lease to a third party.

c) **The nature of the right itself**, where the personal nature of the creditor is a determining factor, rendering the right non-assignable. This occurs, for instance, in rights arising from personal relationships, such as a partner's rights in a partnership established on the basis of personal trust and consideration.

Second: Conditions for the Enforceability of the Assignment of Rights

This matter is governed by Article 241 of the Civil Code, which states: *“An assignment shall not be enforceable against the debtor or against third parties unless the debtor consents to it or is notified of it by an extrajudicial act. However, the debtor's acceptance shall not render it enforceable against third parties unless such acceptance bears a fixed date.”*

From this provision, it is clear that, for an assignment to be enforceable, a distinction must be made between its enforceability against the debtor (First), and its enforceability against third parties (Second).

1. Enforceability of the Assignment Against the Debtor

Although the validity of the assignment does not require the debtor's consent, the situation differs with respect to its enforceability against him. The legislator has required the debtor's acceptance of the assignment for it to be enforceable against him. No specific form is required for such acceptance; it may be either express or implied. However, it is essential that the debtor's acceptance occurs after the conclusion of the assignment, or at least at the time it is executed¹.

The second means by which the assignment becomes enforceable against the debtor is through notification. The legislator has stipulated that the debtor must be formally notified of the assignment after it has been concluded, either by an extrajudicial instrument prepared by a judicial officer, or by a registered letter with acknowledgment of receipt. Mere oral or informal written notification is insufficient. In practice, such notification is usually initiated at the request of the assignee, given his interest in securing the stability and recognition of the assigned right in his favor².

2. Enforceability of the Assignment Against Third Parties

The term “third parties” refers to any person who might suffer harm as a result of

¹ Ali Filali, *Sources of Obligations*, 4th ed., Houma Publishing, Algeria, 2014, p.150.

² Ali Filali, *Ibid*, p.151.

the assignment becoming effective. As a general rule, the assignment is not enforceable against third parties unless the debtor's acceptance bears a fixed date.

The rationale behind the legislator's requirement for a fixed date is to prevent collusion between the assignor and the assignee, who might otherwise attempt to backdate the assignment in order to prejudice the rights of third parties¹.

2.2 Legal Effects Arising from the Assignment of Rights

The effects of the assignment of rights are determined by the legal relationships established by the assignment contract: namely, the relationship between the assignor and the assignee (First Branch), the relationship between the assignee and the obligor (Second Branch), and the relationship between the assignee and third parties (Third Branch).

First Subsection: The Relationship Between the Assignor and the Assignee

The relationship between the assignor and the assignee, as the two parties to the assignment contract, gives rise to the following legal consequences:

First: Transfer of the Right from the Assignor to the Assignee

The primary effect resulting from an assignment, once validly concluded and meeting all the necessary conditions for its validity, is the transfer of the right from the assignor to the assignee. The assignee thus becomes the creditor in respect of the obligation previously owed to the assignor by the obligor. The assigned right is transferred along with all its appurtenances, attributes, and securities². This principle is affirmed in Article 243 of the Civil Code, which states: "The assignment of a right includes its securities, such as guarantees, privileges, mortgages, and possessory pledges, as well as any instalments that have fallen due."

From the context of this article, it can be inferred that the right is transferred with all its characteristics. Thus, if the right was subject to a condition or dependent on a term, it is transferred with that same qualification. Likewise, all securities and guarantees attached to the right are transferred. Consequently, the obligor is obliged to deliver to the assignee any documents evidencing the right and any means necessary to prove or claim it.

For example, in the case of a contract for the sale of real estate, the assignor must deliver to the assignee the title deed on which the transfer is based, along with all relevant appurtenances, whether of a proprietary or personal nature.

¹ Mohamed Saeed Aafour, *Introduction to Legal Sciences, Part Two: Provisions of Obligation*, Dar Al-Maaref Al-Jame'iyya (University Knowledge House), Alexandria, 1999, p.97.

² Ramadan Abu Al-Saud, *Ibid.*, p.321.

Second: The Assignor's Obligation to Provide Warranty
Article 244 of the Civil Code stipulates: "If the assignment is made for consideration, the assignor shall only warrant the existence of the assigned right at the time of the assignment, unless otherwise agreed. However, if the assignment is made without consideration, the assignor shall not be liable for the existence of the right."

From this provision, it is clear that the Algerian legislator distinguishes between assignments made for consideration and those made gratuitously. As a general rule, in gratuitous assignments, the assignor is not liable for the existence of the assigned right. Accordingly, the assignee may not seek recourse against the assignor, even if the right proves nonexistent or cannot be enforced.

Nevertheless, the assignor remains liable for any personal acts that may cause harm to the assignee. For example, he may not enter into a second assignment of the same right to another party if doing so would prejudice the assignee's interests.

In contrast, where the assignment is made for consideration, the assignor is legally bound to warrant the existence of the assigned right. In this regard, a distinction must be made between statutory warranty—which arises by operation of law—and contractual warranty, which is based on the express terms agreed upon by the parties.

Statutory Warranty: This refers to the warranty prescribed by law. In the absence of any specific agreement in the assignment contract regarding warranties, the assignor is liable only for the existence of the assigned right at the time of the assignment¹.

Contractual Warranty: This arises when the parties agree to modify the provisions of the statutory warranty. Such modification may either limit the assignor's liability—for example, by stipulating that the assignor does not warrant the freedom of the right from defects—or expand it, such as agreeing that the assignor will guarantee the solvency of the debtor². This is confirmed by Article 245(1) of the Civil Code, which states: "The assignor does not guarantee the solvency of the debtor unless there is a specific agreement to that effect."

Subsection Two: The Relationship Between the Assignee and the Debtor (Obligor)

It is necessary to distinguish between the period **before** the assignment becomes effective (first), and the period **after** the assignment takes effect (second).

First: The Relationship Between the Assignee and the Debtor Before the Assignment Becomes Effective

Before the assignment is enforceable against the debtor—or before the debtor has been formally notified—the assignor remains, in the eyes of the debtor, the creditor. Under Article 242 of the Civil Code, the legislator permits the assignee,

¹ Saad Nabil Ibrahim, *the General theory of Obligation ; part two: Provisions of Obligation* Alexandria; University Knowledge House, 1999, p. 320.

² Mostafa Derbal, *Provisions of Obligation*, Al-Fath for Printing and Publishing, Alexandria, 2000, p. 189.

prior to notification or acceptance of the assignment, to undertake any precautionary measures necessary to preserve the right transferred to him. This may include actions such as interrupting the statute of limitations or securing a preferential right that guarantees his claim.

Second: The Relationship Between the Assignee and the Debtor After the Assignment Becomes Effective

An assignment becomes enforceable against the debtor once the debtor has either accepted it or has been duly notified. Consequently, the assigned right is transferred from the assignor's estate to that of the assignee, retaining all the characteristics it holds at the time the assignment takes effect.

If the right existed at the time the assignment contract was concluded but was extinguished before it became enforceable against the debtor, then no right is transferred to the assignee in relation to the debtor. Conversely, if the right subsists when the assignment takes effect, it passes to the assignee with all the attributes, guarantees, and securities attached to it¹.

Moreover, pursuant to Article 248 of the Civil Code, the debtor retains the right to raise against the assignee any defenses he could have asserted against the assignor at the time the assignment became effective. The debtor may also invoke defenses arising from the assignment contract itself, such as pleading the nullity of the debt or its discharge by payment, novation, or set-off.

Third: The Relationship Between the Assignee and Third Parties

A third party is any person who has a right connected to the assigned right or who would suffer prejudice as a result of the assignment taking effect, such as a subsequent assignee or a pledgee creditor. As a general rule, an assignment is not enforceable against third parties unless it has been either accepted with a date certain or duly notified.

The Algerian legislator addressed the situation of multiple assignments of the same right. Article 249 of the Civil Code provides:

“In case of conflict between several assignments relating to the same right, priority is given to the assignment that becomes effective before the others.”

From this provision, it is understood that the legislator gives precedence to the assignment that attains enforceability first, in situations where two different assignees claim rights to the same obligation due to successive assignments.

Furthermore, Article 250(1) of the Civil Code contemplates the scenario where, after an assignment contract has been concluded but before it becomes effective, one of the assignor's creditors levies an attachment on the assigned right. In such a case, the assignment is treated as another attachment, and the attached right is divided among the assignee and the attaching creditor as co-creditors, sharing proportionally in accordance with their claims.

If there is a conflict involving the first attaching creditor (who levied attachment prior to the assignment becoming effective), the assignee, and a second attaching creditor (who levied attachment after the assignment became effective), then pursuant to Article 250(2) of the Civil Code, the right is divided

¹ Derbal Abdelrazak, *The Concise Guide to the Provisions of Obligation in Algerian Civil Law*, Dar Al-‘Uloom, Algeria, 2004, p. 250

among all three on a *pari passu* basis. However, the assignee is entitled to complete recovery of his share from the portion allocated to the later attaching creditor¹.

2. Subsection Two: Assignment of Debt

The assignment of debt is an agreement whereby the original debtor (the assignor) transfers the debt owed to the creditor, with all its attributes, characteristics, securities, and defenses, to a new debtor (the assignee).

The Algerian legislator has regulated the provisions governing the assignment of debt in Title Four on the Transfer of Obligations, Chapter Two, Articles 251 to 257 of the Civil Code.

This section will examine the assignment of debt by addressing the conditions necessary for its formation (First Requirement), followed by an analysis of its legal effects (Section Requirement).

First Requirement: Conditions for the Assignment of Debt

The assignment of debt may occur through two mechanisms: either by virtue of an agreement between the original debtor and the assignee, or by means of a contract concluded between the creditor and the assignee without the involvement of the original debtor.

Accordingly, this section will address the conditions required when the assignment is concluded between the original debtor and the assignee (First Branch), and then examine the conditions applicable when the assignment is concluded between the creditor and the assignee without the debtor's participation (Second Branch).

First Subsection: Conditions for the Assignment of Debt by Agreement between the Original Debtor and the Assignee
This requires distinguishing between the conditions of formation of the assignment (First), and the conditions of enforceability of the assignment against the creditor (Second).

3.1 Conditions of Formation

Article 251 of the Algerian Civil Code provides: *"The assignment of debt is concluded by agreement between the debtor and another person who undertakes to assume the debt."*

Since the legislator has classified the assignment of debt as a contract, it must, in accordance with general rules, meet the requirements applicable to contracts, including the essential elements and conditions for its validity. This entails that the consent of the parties must be free from defects of will, and that the purpose of the assignee's

¹ Sana Cheikh, *Printed Material on Provisions of Obligation*, intended for second-year undergraduate Law students, Faculty of Law and Political Science, University of Tlemcen, 2020–2021, p. 68.

undertaking must be lawful, while the object of the contract must exist and comply with legal requirements, notably that it must not violate public policy¹.

As the assignment is a contract like any other, it is concluded between the original debtor and the assignee to transfer the debt from the former's patrimony to that of the latter. However, it does not become effective against the creditor unless and until the creditor gives his approval.

Secondly: Conditions for the Effectiveness of the Assignment of Debt vis-à-vis the Creditor

According to Article 252(1) of the Algerian Civil Code: *"The assignment is not effective against the creditor unless he approves it."*

This means that while the assignment of debt is definitively concluded between the assignor (original debtor) and the assignee (new debtor), it does not produce effects towards the creditor unless the creditor gives his unilateral approval. Such approval does not constitute acceptance of the contract itself, but rather relates to a contract already concluded between the original debtor and the new debtor.

The law does not impose any specific form for this approval: it may be express or implied—for instance, if the creditor requests payment of the debt directly from the new debtor (the assignee). Once given, the creditor's approval retroactively dates back to the moment the assignment was concluded, thereby rendering it effective against him².

However, if the creditor refuses to approve the assignment, the debt does not transfer from the original debtor to the new debtor, and the original debtor remains personally liable to the creditor.

It should be noted that if the assignee (the new debtor) formally notifies the creditor of the assignment and grants him a reasonable period to approve it, and the period lapses without any response, the creditor's silence is deemed a refusal of the assignment, pursuant to Article 252(2) of the Civil Code.

3. Conditions for the Assignment of Debt by Agreement Between the Creditor and the Assignee

Article 257 of the Algerian Civil Code provides:

"The assignment of debt is concluded by agreement between the creditor and the assignee, whereby the latter undertakes to replace the original debtor in his obligation. In this case, the provisions of Articles 254 and 256 shall apply."

¹ Ali Kaouane, *The General Theory of Obligations: Sources and Provisions of Obligations, Al-Trashs Specialized Book Complex, Tunisia, 2015, p. 180.*

² Anwar Sultan, *The General Theory of Obligation – Provisions of Obligation, New University Publishing House, Alexandria, Egypt, 2005, p. 127.*

From this provision, it is understood that the legislator allows the assignment of debt to be concluded directly between the creditor and the assignee, without the need for the consent or even the knowledge of the original debtor. Indeed, the assignment can validly take place despite the debtor's objection.

Under this arrangement, the creditor transfers the debt from the original debtor to the assignee, given that the performance of an obligation is permissible by a third party other than the debtor. Once the assignment is concluded, the original debtor is released from liability, whether he consents to the assignment or not, and regardless of his knowledge of it.

The rationale behind this legal solution lies in the fact that such an assignment operates to the benefit and in the interest of the original debtor¹.

3.2 Effects of Debt Assignment

The effects of debt assignment are determined based on the legal relationships it creates, namely: the relationship between the creditor and the assignee (First Subsection), the relationship between the creditor and the original debtor (Second Subsection), and finally, the relationship between the original debtor and the assignee (Third Subsection).

First Subsection: Relationship Between the Creditor and the Assignee

Where the assignment is concluded, whether by agreement between the debtor and the assignee with the creditor's approval, or by agreement directly between the creditor and the assignee², the debt is transferred from the estate of the original debtor to that of the assignee. The assignee thus replaces the original debtor, whose liability is discharged as of the date of the assignment.

The debt passes to the assignee with all its existing characteristics and attributes. Thus, if the debt is commercial in nature, it retains this character. If it is subject to a condition precedent or deferred to a future date, it is transferred with these attached terms. Likewise, all securities and guarantees securing the debt, such as legal or possessory mortgages provided by the original debtor to the creditor, are transferred to secure the debt in the hands of the assignee. This applies whether the assignment arises from an agreement between the debtor and the assignee with the creditor's approval, or from a direct agreement between the creditor and the assignee.

However, under Article 454 of the Algerian Civil Code, where the debt is secured by a personal or real surety, such surety shall lapse unless the surety consents to the continuation of his guarantee. This is because the surety undertook to guarantee a specific person (the original debtor) and may not be compelled to guarantee another (the assignee).

¹ Anwar Sultan, *Ibid.*, p. 128.

² Sana Cheikh, *Ibid.*, p. 72

Moreover, pursuant to Article 256 of the Civil Code, the assignee to whom the debt has been transferred is entitled to raise against the creditor all defenses which were available to the original debtor, such as the defense of nullity or extinction of the debt. The assignee may also rely on defenses arising from the contract of assignment itself, for example by pleading the nullity of the assignment if it is unlawful, or if his consent was vitiated by a defect of will, in which case the assignment would be voidable.

Subsection Two: Relationship Between the Creditor and the Original Debtor

Article 255 of the Civil Code provides: “The original debtor guarantees the solvency of the assignee at the time of the creditor’s approval of the assignment, unless otherwise agreed.” It follows from this provision that once the assignment has been effected and becomes enforceable against the creditor, the original debtor is discharged from the debt. However, he remains bound to guarantee the solvency of the assignee at the moment of the assignment’s conclusion.

Where the assignment is concluded by agreement between the original debtor and the assignee, the original debtor’s liability is not discharged unless the creditor approves the assignment. If the creditor does not grant his approval, the original debtor remains bound by the debt.

Furthermore, the original debtor may stipulate that he does not guarantee the solvency of the assignee towards the creditor. Conversely, he may agree to strengthen his obligation by guaranteeing the solvency of the assignee not only at the moment of the creditor’s approval but also at the time when the assigned debt falls due¹.

Subsection Three: Relationship between the Original Debtor and the Assignee

Where the assignment is concluded by agreement between the original debtor and the assignee, the parties are, in principle, free to determine the legal consequences arising from such agreement. However, if they do not regulate these consequences, the following rules shall apply as supplementary provisions reflecting the presumed intent of the parties. In this regard, a distinction must be made between two situations:

First: The Period Prior to the Creditor’s Approval of the Assignment or Upon His Rejection Thereof

If the creditor has neither approved the assignment nor has expressly refused it, the assignment does not become effective against him, and he remains a creditor of the original debtor, entitled to demand payment of his claim. Nonetheless, as between the original debtor and the assignee, the assignment becomes effective between them upon

¹ *Sana Cheikh, Ibid., p. 73.*

its valid conclusion and creates an obligation in the assignee's patrimony towards the assignor¹. Article 253 of the Civil Code, which provides, confirms this:

“So long as the creditor has not expressed his position regarding the assignment, either by approval or rejection, the assignee remains bound, as against the original debtor, to perform payment to the creditor at the appropriate time.”

This means that the assignee undertakes, towards the assignor, to discharge the original debtor's liability at the appropriate time—that is, upon the maturity of the assigned debt. Should the assignee fail to fulfill his obligation when due, the original debtor may claim damages from him pursuant to the general rules.

However, the original debtor may not claim damages from the assignee for failing to perform his obligation towards the creditor if such failure results from the original debtor's own non-performance of obligations owed to the assignee under the contract of assignment. For instance, this would be the case if the assignee stipulated that the original debtor must provide consideration in return for assuming the debt; if the original debtor fails to provide such consideration, the assignee may plead non-performance pursuant to the general rules governing synallagmatic contracts. This is expressly provided in Article 253(2) of the Civil Code, which states:

“However, the original debtor may not demand performance from the assignee in favour of the creditor so long as he has not fulfilled the obligations he undertook towards the assignee under the contract of assignment.”

Second: The Period Following the Creditor's Approval of the Assignment

Once the creditor has approved the assignment, it becomes effective against him, and the assignee becomes solely bound towards the creditor for the assigned debt, thereby releasing the original debtor from liability.

In order to determine the rules governing the relationship between the original debtor and the assignee, one must ascertain the purpose underlying the assignment. The assignee may undertake the debt either with the intention of granting the original debtor a loan equivalent to the amount of the debt, or as an act of donation, or as settlement of a debt owed by the assignee to the original debtor, such as an outstanding balance of a purchase price. In the latter case, the assignee is discharged of his obligation towards the original debtor as soon as the assigned debt is validly established in favour of the creditor, even before the debt has actually been paid.

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¹ *Jamil Al-Sharqawi, The General Theory of Obligation, Book Two : Provisions of Obligation, Dar Al-Nahda Al-Arabiya, Cairo, 1995, p.220.*

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4- Conclusion

It becomes evident from the foregoing that the transfer of obligations constitutes one of the highly significant subjects within the realm of civil law, given its direct impact on the legal relationship between the creditor and the debtor, and the complex issues it raises regarding the protection of rights and the balancing of interests among the parties. The analysis has shown that the legislator, through his regulation of the rules governing assignment—whether assignment of rights or of debts—has sought to provide a legal framework that ensures the stability of transactions and guarantees respect for contractual intent without infringing upon the rights of third parties or public order.

Moreover, the transfer of obligations does not operate in isolation from legal safeguards; rather, it is subject to numerous conditions and rules designed to achieve fairness among the parties to the legal relationship. This reality necessitates constant review of legal provisions and their interpretation in light of new developments, with a view to securing legal certainty in civil transactions.

Recommendations:

- Revise Civil Code rules on assignment to simplify procedures and enhance transactional security.
- Strengthen protections for good-faith third parties affected by assignments.
- Clarify the legal consequences of a creditor's silence regarding assignment approval.
- Promote legal literacy on assignment rules to reduce disputes.
- Regulate the assignment of future rights and debts with explicit legal provisions.
- Establish detailed rules for resolving priority conflicts between multiple assignments of the same right or debt.

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