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Civil Liability of Managers of Commercial Companies in Algerian Law: The Case of Joint-Stock Companies

Dr. Allali Nassira*
Mohamed Taher University,
Bechar, (Algeria)
nacirao8.droit@gmail.com

Dr. Zekraoui Halima
Chérif Bouchoucha
University Center, Aflo, (Algeria)
h.zekraoui@cu-aflo.edu.dz

Abstract: *Business activities are no longer confined to individuals; they are also carried out through groups organized in a legal form such as commercial companies. Algerian law recognizes the legal personality of the company, yet the company expresses its will only through natural persons empowered to act on its behalf. In this context, managers undertake the acts of administration necessary to achieve the corporate purpose, including adopting decisions that may, in practice, give rise to mismanagement and civil liability where the conduct constitutes a fault or a breach that does not amount to a criminal offence.*

This article aims to clarify the legal basis, conditions, and avenues of civil liability of managers in joint-stock companies under Algerian law, and to identify the main remedial mechanisms available to the company, shareholders, and third parties. It adopts a doctrinal-analytical approach based on statutory provisions, selected jurisprudence, and relevant legal scholarship within a defined time frame. Where a manager's civil liability is established, compensation may be sought through corporate actions brought by the competent representatives, derivative actions initiated by shareholders, or tort claims by third parties; additionally, the company may be held liable for acts committed by its agents and may subsequently pursue recourse against the responsible manager.

Keywords: *Compensation, Damage, Error, Joint-Stock Company, Lawsuit, Manager.*

* *Allali Nacira*

1. INTRODUCTION

Economic activity initially relied largely on individual effort and limited personal capacities. With the expansion of social and economic life, individual resources became insufficient to establish large-scale commercial projects capable of meeting evolving market needs. This development contributed to the emergence of the commercial company as a legal vehicle for pooling capital and coordinating collective efforts in pursuit of a common economic objective.

In general terms, a commercial company may be described as a legal arrangement through which two or more persons contribute labour or capital to a common venture with the expectation of shared benefits. Modern legal systems recognize the company's legal personality so that it can acquire rights and assume obligations independently from its members. Algerian law confirms this principle in Article 549 of the Commercial Code, which provides that a commercial company acquires legal personality from the date of its registration in the commercial register.

Among the corporate forms regulated under Algerian law, the joint-stock company is particularly significant due to its capacity to mobilize funds from a broad shareholder base, making it a key instrument for financing major economic initiatives. As a legal person, the company acts externally only through natural persons vested with managerial authority. In this regard, Algerian law provides two governance structures for joint-stock companies: a single-tier model in which management is entrusted to a board of directors and its organs (Article 610 of the Commercial Code), and a dual model in which management is exercised under the oversight of a supervisory board (Article 643 of the Commercial Code). Where managers misuse their authority or breach their duties, they may incur civil liability toward the company, shareholders, and, in certain circumstances, third parties.

This article adopts a doctrinal–analytical method. Primary sources include the Algerian Commercial Code (notably Articles 549, 610, and 643) and the general principles of civil liability in Algerian civil law, which apply in the absence of a specific commercial-law liability regime for managers. Jurisprudence is selected based on its direct relevance to managerial civil liability (fault, damage, causation, and available remedies) and on the availability of identifiable case information (court, date, and reference where possible). The analysis focuses primarily on managers in joint-stock companies under both governance models; references to other company forms are made only where expressly indicated. For purposes of currency, priority is given to more recent doctrinal and judicial materials, with particular attention to post-2018 developments where available.

Against this background, the central question addressed is: to what extent does Algerian law protect the rights of those who suffer harm when the management of a joint-stock company engages civil liability? To answer this question, the study identifies the constituent elements of civil liability and examines their application to managerial misconduct. It also clarifies the principal procedural avenues through which compensation may be claimed, whether through corporate actions, shareholder-driven claims, or third-party tort claims. The discussion is structured around two main parts: the first addresses the legal basis and conditions of managers' civil liability, and the second examines its legal consequences, including compensation and recourse mechanisms.

1. Provisions of the Civil Liability of the Manager

The manager's civil liability arises from a breach of duties owed in the course of corporate management. In joint-stock companies, this liability may be grounded in (i) a contractual/agency-type relationship between the manager and the company (and, in certain respects, its shareholders), and/or (ii) tort liability toward third parties where a wrongful act causes harm.

From a contractual perspective, the manager—acting as the company's representative—must administer corporate affairs with due care and in accordance with the mandate entrusted to him. Accordingly, any harm suffered by the company (and, where applicable, shareholders) as a result of mismanagement or a failure to exercise the required standard of care may give rise to civil liability,¹ this applies regardless of the governance structure and whether the manager is a member of the board of directors, the chief executive officer, the general manager, or a member of a collective management body.²

Legal responsibilities placed on everyone may also be the cause of the responsibility, which results in tort liability. Article 124 of the Algerian Civil Code serves as the foundation for this obligation, stating: "Any act, regardless of its nature, committed by a person due to their fault and causing harm to another obligates the person who caused it to compensate for the damage." According to this article, a manager is liable for torts if they deceive, violate the law, violate the company's laws, or misuse their position of authority, whether they do so knowingly or unknowingly, with good intentions or with carelessness. In light of the aforementioned, the components of civil responsibility and the litigation resulting from the manager's civil liability will be covered in this research.

1.1 Elements of Civil Liability

Those in charge of management will be held accountable before the company, shareholders, or perhaps third parties for any abuses of power or failures to carry out their responsibilities.³ Article 715 bis 23 of the Commercial Code verifies this: "Depending on the situation, the managers may be held personally or jointly liable to the business or third parties for either breaking the laws or rules that apply to joint-stock companies or for breaking the articles of incorporation because of mistakes made while they were in charge." According to this provision, the management of a joint stock corporation is accountable if the three necessary components of civil liability—error, injury, and causal connection—are present.

1.1.1 Error

The basic foundation for creating civil responsibility is the component of error. Management error can be twofold: contractual or negligent.⁴ The manager becomes liable if he acts improperly or carelessly in performing his duties as the company's representative. The harmed party has to show its happening; it is not necessary for this mistake to be serious or fraud-related. The above-mentioned Commercial Code,⁵ Article 715 bis 23, specifies the conditions under which a mistake causes responsibility.

A. Violation of Legislative and Regulatory Rules Applicable to Joint-Stock Companies

If the manager violates any laws pertaining to the business's operations, they will be held civilly liable before the company. Some instances of these mistakes are:

- Intentional or inadvertent mistakes made by the managers in the company's formation that could render it void, as stated in Articles 806 to 810 of the Commercial Code by the Algerian parliamentarian.
- The board of directors' inability to monitor the president's activities.

Other examples of errors include the manager's disregard for provisions pertaining to the Social Security legislation, such as failing to notify workers, and so on.

- Refusing partners access to company documents in accordance with the Commercial Code's Articles 677 and 678.
- Obtaining financial loans in violation of the law.⁶
- Failure to prepare a meeting of the board of directors.⁷
- Should they fail to get the General Assembly's permission for actions legally needing prior approval.⁸
- Neglecting to convene the annual general assembly,⁹ breaching quorum and majority rules,¹⁰ or neglecting to call the category of shareholders cited in Article 816 of the Commercial Code.
- Should the managers engage in actions that are not legally in line with the company's objectives.¹¹

B. Violation of the Company's Articles of Association

A breach of the company's articles of association constitutes a frequent basis for establishing managerial civil liability, insofar as it reflects a departure from the contractual and internal rules that define the company's purpose, governance, and decision-making constraints.¹² Such a breach may arise, for example, where management acts beyond the corporate purpose (*objet social*) or disregards internal authorization requirements, thereby causing harm to the company, shareholders, or third parties.¹³

C. Management Errors

When a manager is doing their duties for the company, they may make errors in management. These errors may be classified into two main categories: positive errors, which may be intentional, the result of carelessness, or the result of the manager's incapacity;¹⁴ the second is negative, occurring when the manager abstains from making a decision or taking a position that harms the company or a third party.

- Positive Errors: A positive error happens when the manager acts in a way that damages the business, the partners, or a third party. These can be split into:
- Intentional Error: It is a civil wrong aimed at harming the interests of others; however, it carries a criminal aspect as well. An example of this is when the manager distributes fictitious profits to present the company in a financially favorable position in order to attract new investors.¹⁵

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- Error due to negligence: This describes a mistake the manager makes neglecting their responsibility to keep the necessary alertness and concern even though it happens without the intention to harm others. This might involve, for instance, starting the business with inadequate funds or managing sums beyond the company's capacity.
- Error due to incompetence: Running a business calls for particular knowledge and understanding of management concepts. Incompetent leaders will be responsible for any errors caused by their incompetence. For example, entering into many contracts at prices significantly below the costs resulting from an error in price assessment brought on by the managers' incapacity to complete the task.¹⁶
- Negative errors: These mistakes are about inaction. Usually, unless there is a particular legal duty to act, lack of intervention is not seen as a fault in so preserving a person's freedom. But, in the sphere of commercial enterprises, those in charge of management are accountable anytime it is shown that their inaction breached their legal obligations. This covers, among other things, the correct functioning of the business including a manager's absence from board meetings without a reasonable cause.¹⁷

1.1.2 The Damage

Damage is the harm suffered by a legally protected interest. It constitutes the second element of civil liability, and it is required whether the underlying fault is contractual (arising from the managerial mandate) or tortious (arising from an unlawful act). Accordingly, a manager cannot be held personally liable unless it is shown that his conduct caused damage to the company, shareholders (where the applicable action permits), or third parties.¹⁸

Compensable damage must be certain. This includes damage that has already occurred as well as future damage that is certain to occur. Where future damage can be reliably assessed at the time of judgment, the court may award full compensation. Where immediate assessment is not feasible, the court may award provisional compensation while preserving the injured party's right to seek reassessment within the legally prescribed period, as contemplated by Article 131 of the Algerian Civil Code. By contrast, purely contingent or speculative harm—harm that has not occurred and is not certain to occur—does not warrant compensation until it materializes.¹⁹

The damage must also be direct, meaning it is the natural and immediate consequence of the wrongful act or the breach of obligation. Where damage forms part of a chain of consequences, compensation is limited to the damage that qualifies as a natural outcome of the harmful conduct. Distinguishing direct from indirect damage may present factual difficulty; in practice, it is generally treated as a matter of fact for the trial judge, subject to the applicable standards of appellate review.²⁰ Article 182 of the Algerian Civil Code provides that, where compensation is not predetermined by contract or law, the judge assesses it, and it covers the loss suffered by the creditor and the profit not obtained, provided that the damage is the natural consequence of non-performance or delay. Damage is deemed a natural consequence where the creditor could not have avoided it by reasonable efforts.

Because damage is a factual matter, the claimant bears the burden of proving it by all admissible means of evidence. Damage may be material (pecuniary) or moral (non-pecuniary), depending on the interest affected.

A. Material Damage

Material damage in the corporate context refers to harm affecting a company's assets, financial position, or legitimate economic interests as a result of managerial misconduct, including losses stemming from negligent handling of corporate assets or misuse of managerial powers.²¹

Examples of how company interests may be harmed include:

- A manager who avoids rivalry with another organization in which he has direct or indirect personal interests.
- A reduction in the company's revenues.
- Limiting the company's resources due to unfair competition.

Material damage compensation covers the losses the business has incurred as well as the profits it has not realized, given the damage is genuine, either direct or indirect.

B. Moral Damage

Moral damage refers to non-pecuniary harm affecting a person's feelings, dignity, honor, or reputation, as well as harm impacting psychological integrity²². In legal doctrine, some writers (including Al-Sanhouri)²³ have considered physical pain and suffering resulting from bodily injury to fall within the scope of moral damage, whereas other scholars confine moral damage to injury to emotions and sentiments.²⁴

There is another perspective in legal doctrine²⁵ referred to as non-financial harm, instead of moral harm. However, this definition has been criticized because the right to financial compensation falls under the financial responsibility.²⁶ The fundamental idea is that moral harm does not lead to financial losses, but rather to psychological or moral injury. However, harm to one's reputation may lead to negative consequences on the financial position of the affected party, such as when their business activity suffers from financial difficulties. An example of this type of harm in companies would be the manager committing a crime of fraud and deception against the company's creditors.

Under Algerian law, the absence of an explicit exclusion of compensation for moral damage indicates that such damage is not barred in principle. This understanding is supported by Article 182 bis of the Commercial Code. In addition, values and interests such as honor, reputation, and personal freedom are treated as protectable interests whose infringement may justify compensation.

This position is further reinforced by Article 3(4) of the Criminal Procedure Code, which provides that: "So long as it arises from the facts of the criminal case, the civil action for liability for any kind of harm—material, physical, or moral—is admissible."²⁷

1.1.3 Causality Relationship

The causal relationship between the fault and the harm is necessary to establish blame. Since it denotes a necessary order between two occurrences, the presence of this link is a

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prerequisite for the responsibility to compensate. If the first occurrence is absent, the second must also be absent. The cause is the first event, and the outcome is the second.²⁸

The issue of causality is one that raises many practical difficulties, as it is one of the matters that cannot be precisely and definitively defined in scientific terms. This has led legal scholars to leave the matter of causality to the judge's discretion, guided by justice and wisdom. However, the necessity of this relationship is self-evident, because it would not be logical or reasonable to hold someone accountable for a harmful event that followed their behavior unless that behavior was the cause of its occurrence.²⁹

The question of causation has been addressed by Algerian lawmakers in the Civil Code's provisions, namely in Article 124, which speaks of the "cause." In the event that the manager's or defendant's fault is the only reason for the harm that transpired, and that the damage is a direct and typical consequence of that fault, the causation link is unproblematic. However, depending on the factors that led to its genesis, the harm experienced by the impacted person may be the consequence of many, distinct, and varied causes.

The damage experienced, however, might have several causes that vary in their influence in generating it. The damage may be directly caused by the manager's fault since it was fundamental in causing it. The manager's fault might have been unimportant in the harm's occurrence, but it could also be one of the contributing factors that either caused or exacerbated the damage. In such situations, the issue is whether all these activities should be classified as causes of the damage or whether we should choose the actual cause, or the primary cause, and ignore the other causes. The responsible party might also show that an entirely outside influence was the actual cause of the damage, in which case the causal connection should be cut off.

The aforementioned outlines the managers' accountability for their violations of the law, the Articles of Association, and business principles; this is subject to the trial judge's assessment once a case is filed against them, either singly or collectively.

1.2 Lawsuits Arising from the Civil Liability of the Manager in Joint-Stock Companies

The legislation gives the harmed party the right to file a lawsuit in order to legally seek reparations for the harm caused by the defendant's error, should the manager's liability be shown either individually or collectively. In this sense, the business itself, acting via its agents, may file a lawsuit to recover damages against the management or managers. The company's lawsuit filed by the shareholder is another indirect method by which a shareholder may sue personally or jointly on the company's behalf. Therefore, we shall discuss the litigation arising from the managers' civil duty in this section.

1.2.1 The Company's Lawsuit

Once a joint stock company is listed in the commercial registry, it has legal identity,³⁰ This gives it the authority to file a lawsuit. As a result, it must choose a legally qualified individual to bring a case on its behalf.

A. Filing a Lawsuit by the Legal Representative

Under the company's previous management structure, the General Manager and the Chairman of the Board of Directors had the legal right to file a lawsuit.³¹ Such lawsuits would target the whole board of directors as a collective body, where their liability is joint if the erroneous decision was made unanimously. An individual board member—such as the Chairman or any of its legal or de facto members—could also be targeted in a lawsuit. But, if the court finds that their execution of their supervisory responsibilities might have avoided the mistake, other members cannot be exonerated from responsibility.³²

The chairman of the board of directors or other members chosen by the supervisory board in accordance with the business's rules are the legally permitted representatives of the firm in its dealings with third parties in the contemporary context.³³ However, if the responsibility encompasses every member of the board of directors and the company's bylaws or later agreements do not identify the authorized representative for this topic, then the question of who has the right to launch a lawsuit emerges. As a result, the general assembly often chooses to choose new management who will be responsible for bringing a lawsuit against the prior managers on behalf of the firm.³⁴

The members of the Board of Directors often share civil liability because of the collective management structure of this organization. Even personal choices cannot be made by the Board of Directors unless it is clear that the error was made by an individual,³⁵ for example, when a member oversteps their authorized powers.³⁶

B. Filing a Lawsuit by the Judicial Agent (Court-Appointed Administrator)

According to Article 244 of the Commercial Code, the judicial agent (court-appointed administrator) is in charge of managing the company's activities and initiating any associated litigation, therefore managers have little authority to govern the firm. The judicial agent could be in charge of the company's debts.³⁷ The unified group of creditors with common interests is represented by the court agent, who also acts as the bankrupt company's representative because it is unable to manage and sell its assets.³⁸

The liquidator has the right to bring a lawsuit when the company goes into liquidation, subject to general assembly's prior authorization to start the lawsuit. Article 788 of the Commercial Code describes this.

C. Filing a Lawsuit by the Shareholder

The company may file a lawsuit against the management as the primary plaintiff if their actions harm the company. However, the shareholders are granted the right to initiate the responsibility claim as their interests align with the company's. Thus, a shareholder or a number of shareholders may file a civil responsibility lawsuit against the management who, by their carelessness, damaged the company's interests.³⁹

Every shareholder has the right to bring such a lawsuit; they forfeit this right if they waive it in favor of another party.⁴⁰

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Shareholders cannot be denied their right to bring a lawsuit; this right is so basic that it cannot be violated. It also helps shareholders keep an eye on management behavior. Any clause in the company's bylaws that calls for general assembly prior authorization to start a lawsuit or that lets the assembly drop the lawsuit is deemed invalid. This clause aims to shield minority shareholders from possible majority abuse, including neglect or preferential treatment of board members.

The outcome of one lawsuit dismisses the other lawsuits if several shareholders sue on the same basis. But, should the case be dismissed, this entitlement stays in force.⁴¹

However, there are certain requirements for a shareholder to file this type of action:⁴²

- The shareholder must retain his position as a shareholder at the time of filing and must be interested in initiating the company's lawsuit. Even if the manager's acts related to the lawsuit occurred before the transfer, the shareholder's claim will be denied if his shares have been transferred at the time the lawsuit is filed.
- The shareholder has to provide evidence of the company's inaction.

A dilemma arises over what will happen to the money awarded in a lawsuit that was filed independently on the company's behalf: should it remain with the shareholder or be moved to the company's fund? Some argue that although the litigation ultimately benefits the corporation, it does not benefit the shareholders. However, some argue that if the shareholder has personally suffered harm, they should retain the awarded compensation. Others, on the other hand, contest this reasoning, contending that the interests of the shareholders are collective and that each shareholder has a responsibility to protect the public interest as the company's success depends on the success of each and every shareholder, both individually and collectively.⁴³

This case expires three years after the injurious conduct is performed, or from the date the shareholder learns of it if it was disguised, unless the act attributed to the board members constitutes a criminal offense. The civil lawsuit has a ten-year statute of limitations, much as the public prosecution.⁴⁴

1.2.2 Individual Lawsuit of the Manager

Filed by the shareholder in their individual capacity, this lawsuit seeks damages for the harm done to them personally rather than to the company. This might be the case, for example, if the chairman of the board or another stakeholder falsely claims a part of the earnings.⁴⁵ In accordance with basic civil responsibility principles, the legal basis for this action is provided by Article 124 of the Civil Code;⁴⁶ Article 715 bis 24 further states: " Together with a lawsuit seeking damages for their personal losses, shareholders may also sue the firm and its management individually or collectively."

Examples of errors that a shareholder may base their individual lawsuit⁴⁷ on include:

- If a shareholder fails to attend General Assembly meetings, they may be dismissed from the corporation.
- The number of shares contributed by shareholders was overestimated.

- Managers are carrying out decisions that were either never put to a vote or rejected at the General Assembly level.

One shareholder may pursue this course of action alone, or they may join forces with other company shareholders to do so collectively. In the latter instance, it represents a type of group defense of shareholders' individual interests.⁴⁸

One should emphasize, therefore, that a debt-bearing claim is the action that may be taken against the manager should the business enter judicial settlement or bankruptcy. Therefore, the employment of this action is contingent upon meeting one of the conditions outlined in Article 224 of the Commercial Code. This report also acknowledges the possibility of extending the company's bankruptcy or court settlement to the management as an individual. This action may be brought simultaneously with the bankruptcy claim or after the court judgment on the company's bankruptcy or judicial settlement, as the manager's suspension of payment date coincides with the date specified in the legal entity's bankruptcy or judicial settlement.⁴⁹

The bankruptcy trustee pursues the bankruptcy extension claim on behalf of the business and the creditors' group. However, some legal scholars argue that because the Algerian lawmaker has not specifically restricted it to the bankruptcy trustee, this action is completely unconnected to bankruptcy procedures and might be brought by the company's creditors directly.⁵⁰

1.2.3 Lawsuit by Third Parties

If a third party is harmed by the managers' unlawful actions and there is a subordinate connection between the manager and the firm, vicarious responsibility for the actions of subordinates may be applied, allowing the third party to sue the company for damages. After paying the third party, the business may attempt to recover damages from the management responsible for the injury in accordance with Articles 136 and 137 of the Civil Code.⁵¹ The third party may also bring a direct lawsuit against the person who caused the harm in accordance with tort responsibility.

The lawsuit may also be contractual in nature, demanding damages against the corporation with whom the third party had a business relationship via its Board of Directors. Since the Board of Directors is a part of the organization's structure, the manager's error is seen as an act of the corporation. Among the personal mistakes that cause the responsibility of managers toward third parties dealing with the company are acting in good faith while exceeding the bounds of their authority as described in the company's policies, or misusing funds entrusted to them by third parties for the company's account.⁵²

2. The Consequences of Civil Liability of the Manager (Compensation)

Since compensation is a form of accountability and a means of erasing or lessening the effects of the injury, it aims to make amends for the harm that has been done. Compensation may take many various forms, depending on the particulars of the case. Compensation differs for each kind of injury since the damages also fluctuate. If the aggrieved party wants to get compensation under the principles of civil responsibility, they must file a lawsuit in accordance with the general standards. However, there may be obstacles that prevent

individuals from receiving recompense in the most evident manner or even result in their total loss.

General rules govern the amount of compensation given to the injured party; either a contract between the parties to the contract regarding its amount in advance or a legal provision known as lump-sum compensation will govern this. A court ruling will decide it if no amount is mandated by law. Examining a compensation claim, the judge uses particular standards to guarantee a balance between the compensation amount and the damage experienced by the injured party.

Using Article 132 of the Algerian Civil Code, which reads: " Depending on the situation, the court decides how compensation will be given; it may be given as an annuity or in installments," the judge chooses the compensation method based on what is most suitable to repair the damage. In both cases, the debtor may be requested to provide security. The court may, at the request of the injured party and in accordance with the facts, order the situation to be restored to its pre-crime condition or award compensation in the form of certain advantages connected to the unlawful conduct, even though compensation is usually represented in monetary terms. It is clear from the article's content that the approach to damage restoration varies based on the circumstances of the dispute and the demands of the party that was harmed. Compensation for damages is the standard norm in tort liability.⁵³ Depending on the situation, this compensation could be a lump sum paid in one payment or in installments, or an annuity for a set period or for life.

Once the judge decides how to fix the damage experienced by the injured party, they seek to evaluate complete compensation. The judge has complete discretion to estimate the damage sustained by the injured party since it is a factual question under his or her jurisdiction and not subject to Court of Cassation or Council of State review. But this power or discretion is regulated by particular laws and standards since it is not a relative issue where the judge can ground choices on personal preferences. Thus, it is essential to look at the factors the court has to consider during this evaluation and the judge's background when rendering this decision.

2.1 Principles Governing the Assessment of Compensation

A balance between the damages and the compensation is required under the rule governing the determination of compensation. The idea of equivalency between damages and compensation states that the former must compensate for all of the suffering that the injured party has endured, but it also stipulates that the compensation should not exceed the extent of the damage. Applying this idea requires assessing the circumstances of the wounded person in order to determine the appropriate amount of compensation.

2.1.1 The Principle of Equivalence and Its Scope

Compensation only serves its purpose if it puts the injured party back in the same situation as before the damage occurred and if it is worth the same as the damage and all of its components combined. To achieve the idea of full recompense for the harm and ensure proportionality between the compensation and the injury, the compensation must be adjusted if the damage does.⁵⁴ The fundamental idea of equivalency between compensation and harm governs the

evaluation of compensation, particularly in cases when the damage to be paid is varied. Using this idea yields a number of benefits:

- First: Adopting the concept of full compensation calls for a realistic evaluation of the compensation, away from projections that ignore the actual degree of the harm experienced by the injured party. Thus, judging compensation using a set rate is undesirable given the varying effects on people. Courts should not base the amount of compensation the harmed party is entitled on set tables.⁵⁵
- Second: Damage should never be less than compensation: Since total compensation entails repairing the harm entirely, adopting this notion implies that the reimbursement should not be less than the damage. This compensation is unaffected by the severity of the guilty party's actions or any arbitrary estimations in certain systems and legislation. The Civil Code's provisions guarantee that the compensation is never less than the damage, therefore complementing the concept of complete compensation. Article 131 of the Civil Code states: " Under the terms of Articles 182 and 182 bis, the court decides the amount of compensation for the harm incurred by the injured party while considering the surrounding circumstances."

One may see from the preceding literature that recompense for injury is determined by the extent of the damage itself, with no increase or decline. Since the compensation includes every facet of the harm, there is no certainty that the amount awarded will vary from the damage.

- Third: Compensation Does Not Exceed the Harm: The concept of full compensation for injury prevents the injured person from receiving greater compensation than the actual harm they received, even as it requires that the compensation be comprehensive and include all losses experienced. The amount of compensation must be commensurate with the injury; the seriousness of the detrimental conduct is not to be taken into account. This is because civil responsibility aims to recompense the harmed person rather than penalize the perpetrator. When choosing remuneration,⁵⁶ the court cannot award an amount more than the actual damages incurred by taking into account the parties' financial situation. For example, the court does not use the wealth of the person who caused the injury as grounds to give the victim a harsher penalty and more money than the real amount of damage.

2.1.2 Considering the Circumstances of the Harmed Party in Determining Compensation

Among the specific factors pertaining to the damaged person that may affect the decision about compensation are the harmed party's culpability, their financial condition, and their health.

A. The Fault of the Harmed Party

When determining compensation, the damaged party's culpability should be taken into account if their behavior is the only cause of the loss, even while there is no causal relationship to the defendant's liability. Algerian law considers this situation to be one of force majeure, as stated in Article 127 of the Commercial Code.⁵⁷

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Should the harmed party's fault coincide with the defendant's, this is called one fault absorbing the other. In this case, determining which defect absorbed the other is necessary. If the injured party's culpability was absorbed by the defendant's, then the defendant is fully liable. However, as there is no causative relationship, the defendant's obligation is removed if the injured party's fault was absorbed by the defendant's fault.

B. The Financial and Social Status of the Victim

The victim's financial and social status is often treated as a relevant factor in assessing compensation, in application of the principle that compensation should be equivalent to the damage actually suffered. In particular, the victim's income and social position prior to the harmful event may assist the court in determining a fair amount of compensation.

Because Article 131 of the Algerian Civil Code refers generally to the "circumstances surrounding the case" without exhaustively defining them, Algerian judicial practice and doctrine have regarded the victim's financial and social situation as one of the circumstances that may be taken into account when quantifying compensation.

C. The Health and Physical Condition of the Victim

The victim's health and physical condition may likewise influence the assessment of compensation, especially where the harm involves bodily injury, loss of earning capacity, or long-term impairment. The Court of Cassation has emphasized, in several rulings, the need for trial judges to consider objective factors relating to the victim's situation when determining compensation.

For example, a decision dated 1 June 1993 stated that the trial judge must address the defendants' claims for damages arising from the death of a relative and must specify the objective elements enabling the determination of compensation, particularly the victim's age, occupation, and regular income or salary."⁵⁸

A decision dated 14 July 1999 similarly observed that trial judges should discuss the objective factors that assist in determining compensation precisely—such as the victim's age, occupation, income, and the type of damage—while taking into account the applicable statutory framework, including Law No. 90/35..."⁵⁹

Some authors argue that the circumstances of the liable party should also be considered, since Article 131 uses a general formula that does not expressly refer exclusively to the victim. In addition, the phrase "circumstances surrounding the case" may be understood to include the gravity of the fault, which can be relevant to the assessment of compensation, even if it should not operate as the sole determinant.

2.1.2 Clarification of the Elements of Damage in the Judgment

A concrete and individualized assessment of damage requires the court to evaluate each head of damage separately, in light of its specific characteristics, while exercising judicial discretion. Although trial judges enjoy broad authority in quantifying damage, their decisions remain subject to appellate review⁶⁰. For appellate courts to verify the correct application of the legal rules governing compensation, the trial judgment should identify the relevant circumstances and the elements of damage for which compensation is awarded. This also

enables review of whether the trial judge took into account the legally relevant factors for quantification.⁶¹

A. Appellate Review of the Elements and Conditions of Compensation

Because compensation is founded on damage, it must be proportionate to the extent of the harm suffered and should cover all compensable aspects of that harm. Compensation should neither exceed nor fall short of the proven damage. Articulating the constituent elements and characteristics of the damage in the judgment assists in demonstrating that compensation corresponds to the actual harm and facilitates meaningful appellate review.

While the factual assessment of the existence and extent of damage lies primarily with the trial judge, the legal requirement to characterize the damage and to address the legally relevant criteria for quantification is subject to appellate supervision. This characterization forms part of the legal qualification of the facts.⁶²

In practice, however, judgments may sometimes fail to specify the nature and components of the damage, such as whether the harm is material or moral, direct or indirect, actual or future, certain or contingent. By way of illustration, the Blida Court, Decision No. 209/2000 dated 20 May 2000, held that: “Since the defendant’s breach of contract caused harm to the plaintiff, her claim for compensation is legally justified⁶³...”. On this formulation, the reasoning does not identify the elements and circumstances used to determine the amount of compensation, which may expose the decision to critique and challenge on the grounds of insufficient reasoning.

B. The Supreme Court’s Review of the Elements in Assessing Compensation

Civil liability aims to compensate the injured party—at the expense of the party who caused the damage—and, where possible, to restore the injured party to the position he would have been in had the harm not occurred. This objective underpins the principle of full compensation, which guides the judicial assessment of damages. Accordingly, the trial judge enjoys broad discretion in quantifying compensation, and the liable party must compensate the injured party for the full extent of compensable harm.

In exercising this discretion, courts are not always required to itemize every individual head of damage in a strictly separate manner. They may, in appropriate cases, award a global amount covering the various components of the harm, particularly where certain aspects are difficult to disentangle due to the unity of the person and the interrelated effects of the injury.

Nevertheless, this discretion is not absolute. It remains bounded by the legal rules governing compensation and by the requirement that the judgment be sufficiently reasoned to permit review. In this context, the Supreme Court’s control focuses on whether the trial judge applied the relevant legal criteria and relied on objective elements capable of justifying the awarded amount. Where compensation includes elements such as actual loss and loss of profit, the judgment should identify the factual basis supporting these findings so as to demonstrate that the legal conditions for compensation are satisfied.

Similarly, where the judge takes account of “the circumstances surrounding the case” (including, for example, the injured party’s financial or personal situation), the judgment should set out the factual elements demonstrating their effect—such as income, financial

capacity, and the number of dependents—so that the legal reasoning remains reviewable. These factors, although factual in nature, are legally relevant for the assessment of compensation.

2.2 Timing of Compensation Assessment

The right to compensation arises once the conditions of liability are met, and the judgment determining the amount of compensation generally declares and quantifies that right rather than creating it. A recurrent question, however, concerns the point in time at which the damage should be assessed: should compensation be valued as of the date of the harmful event, or as of the date of the judgment?⁶⁴

2.2.1 Estimating Compensation at the Time of Harm Occurrence

According to one view, compensation should be assessed by reference to the circumstances existing at the time the harmful event occurred, on the basis that the right to compensation arises at that moment once the conditions of liability are satisfied. On this approach, the extent and value of the damage are evaluated as of the date of the occurrence, and the subsequent judgment is understood as merely declaratory of a pre-existing right.⁶⁵

This approach has been criticized on the ground that the emergence of the right to compensation should not be conflated with the appropriate temporal reference point for valuing the damage. In practice, damage may evolve over time: certain consequences may appear later, worsen, or become measurable only after a period has elapsed. For these reasons, limiting assessment strictly to the time of the harmful event may fail to reflect the true extent of the injury and may undermine the principle of full compensation.⁶⁶

Accordingly, a more persuasive position is that the decisive factors for quantification are the extent and value of the damage as it stands at the time of judgment, taking into account any developments occurring between the harmful event and the issuance of the decision. On this view, the judge must consider changes affecting the injury during that interval to ensure that compensation remains commensurate with the damage actually suffered.⁶⁷

2.2.2 Estimating Compensation at the Time of the Ruling

This approach rests on the distinction between (i) the injured party's entitlement to compensation, which arises once the conditions of liability are fulfilled, and (ii) the quantification of compensation, which may only be determined when the court rules. The judgment therefore confirms the existence of the right to compensation while simultaneously fixing its amount.⁶⁸

This method is consistent with the objective of civil liability and the principle of full compensation, as it enables the court to account for all dimensions of the harm and to assess its value concretely as of the time of the judgment. Compensation will be adequate only if the assessment reflects the damage in its actual state at the time the court determines the award, including developments that occurred after the harmful event.

Algerian law further accommodates this logic through the possibility of reassessment contemplated in Article 131 of the Algerian Civil Code. Under that provision, the court estimates the amount of compensation while taking “the circumstances surrounding the case”

into consideration, and the injured party may request a reassessment within a specified period where the judge is unable to determine the final amount at the time of the judgment.

3- Conclusion

Managers are legally empowered to represent the company in dealings with third parties, and Algerian company law grants them broad authority to act on the company's behalf. This authority, however, is not unlimited. Where statutory rules applicable to joint-stock companies, the articles of association, or the standards of proper management are breached, the manager may incur civil liability toward the company, shareholders, and—where the conditions of tort liability are met—third parties.

Managerial liability may be personal where the fault is attributable to one manager acting independently in the management and operation of the joint-stock company. It may be joint where multiple managers participated in, approved, or contributed to the fault that produced compensable harm. Algerian law provides procedural avenues for the injured party to seek reparation, including actions brought by the company (through its competent organs or representatives) and derivative-type actions initiated by shareholders—individually or collectively—on behalf of the company where the applicable conditions are satisfied. These actions seek to repair the damage suffered through an award of compensation payable by the liable manager(s) to the entitled claimant.

In light of the foregoing, the following recommendations are proposed:

- The manager's civic obligation has been recognized by the Algerian legislature. Therefore, the definition and formation of this obligation should be governed by the Civil Code, which is the general law. Therefore, given the specifics of the manager's error, the legal requirements of the Commercial Code need to be modified.
- Increasing the effectiveness of joint-stock businesses' monitoring mechanisms to ensure proper company operations and prevent management corruption.
- The civil liability manager's financial compensation is inadequate and ineffective to stop managerial mistakes. This puts the economic project in danger of bankruptcy and threatens it, which requires the Algerian legislator to intervene to strengthen the civil liability standards for the manager.
- Often technical in nature, managerial mistakes make it hard for the harmed party to prove them, therefore lacking responsibility. The Algerian legislator should thus handle this problem by reducing the load on the harmed party and absolving them from establishing the components of responsibility in such situations.

References:

1- Karakouri, Moubarka Hanan. "The Elements of Liability of Joint-Stock Company Directors under Algerian Legislation," *Journal of Epistemological Issues*, vol. 2, no. 3, September 2022, p. 234.

- 2- Kamal El-Ayari, *The Director in Commercial Companies*, vol. 2, 1st ed., Al-Atrash Publishing House for Specialized Books, 2011, p. 258.
- 3- Medrawi, Lahcen. "The Limits of Powers and Responsibilities of Company Directors and Their Impact on Third Parties," *African Journal of Legal and Political Studies*, Ahmed Draia University of Adrar, vol. 4, no. 1, June 2020, p. 70.
- 4- Al-Sanhouri, Abdel-Razzaq Ahmed. *Al-Wasit fi Sharh al-Qanun al-Madani* [The Medium in the Explanation of the Civil Law], vol. 1, General Theory of Obligation – Sources of Obligation, University Publishing House for Academic Publications, p. 778.
- 5- Qassi, Abdallah Hind. *The Liability of the Manager in a Limited Liability Company*, Master's thesis in Business Law, University of Algiers, Faculty of Law, 2012, p. 19.
- 6- As stipulated in Article 628 of the Algerian Commercial Code (Ord. 75/59, as amended).
- 7- Article 628 of the Algerian Commercial Code.
- 8- Ibid., Articles 629 and 672.
- 9- Ibid., Article 676.
- 10- Ibid., Articles 674 and 675.
- 11- Ibid., Articles 622 and 638.
- 12- Boumerima, Adel, and Farsha, Kamal. "The Civil Liability of Directors of Joint-Stock Companies," *Eliza Journal for Research and Studies*, vol. 6, no. 2, 2021, p. 241.
- 13- Algerian Commercial Code, op. cit., Articles 715 bis 55 and 715 bis 58.
- 14- Al-Khudair, Fahd Abdullah. *The Civil Liability of Members of the Board of Directors in Joint-Stock Companies: A Comparative Study*, 1st ed., Saudi Arabia, Law and Economy Library, p. 94.
- 15- Bouazza, Diden, and Bemoussat, Abdelwahab. "The Criminal and Civil Liability of Joint-Stock Company Directors," *Algerian Journal of Legal, Political and Economic Sciences*, no. 1, Algeria, 2007, p. 37.
- 16- Zeroual, Mazouza. *The Civil and Criminal Liability of Directors in Joint-Stock Companies*, Master's Thesis, University of Abou Bekr Belkaid – Tlemcen, 2006–2007, p. 170.
- 17- Al-Khudair, Fahd Abdullah, op. cit., p. 150.
- 18- Qassi, Abdallah Hind, op. cit., p. 15.
- 19- Mansour, Mohamed Hussein. *The General Theory of Obligation – Sources of Obligation*, University Press for Printing and Publishing, Egypt, 2005, p. 770.
- 20- Al-Lassamsa, Abdelaziz. *Tort Liability*, 1st ed., Dar Al-Thaqafa for Publishing and Distribution, Amman, Jordan, 2002, p. 80.
- 21- Bouazza, Diden, and Bemoussat, Abdelwahab, op. cit., p. 52.
- 22- Al-Sharqawi, Jamil. *The General Theory of Obligation – Sources of Obligation*, Dar Al-Nahda Al-Arabiya, Egypt, 1981, p. 484.
- 23- Al-Sanhouri, Abdel-Razzaq Ahmed. *Al-Wasit fi Sharh al-Qanun al-Madani al-Jadid* (The Medium in the Explanation of the New Civil Code – General Theory of Obligation, Sources of Obligation), vol. 2, part 1, 3rd new ed., Al-Halabi Legal Publications, Beirut, Lebanon, 2015, p. 981.
- 24- Abdelrahman, Fayez. *Contractual and Tort Liability and the Victim's Right to Choose or Combine Between Them*, Dar Al-Nahda Al-Arabiya, Cairo, Egypt, 2006, p. 31.
- 25- Al-Lassamsa, Abdelaziz. *Tortious Civil Liability: The Harmful Act (Its Basis and Conditions)*, 1st ed., 1st issue, Dar Al-Thaqafa for Publishing and Distribution & Al-Dar Al-Ilmiyya for Publishing and Distribution, Amman, Jordan, 2002, p. 90.
- 26- Yassin, Mohamed Yahya. *The Right to Compensation for Moral Damage*, Dar Al-Nahda Al-Arabiya, Egypt, 1991, p. 113.
- 27- Ordinance No. 66/155 of 8 June 1966 concerning the Code of Criminal Procedure, Official Gazette, No. 48, 1966, as amended and supplemented by Law No. 17/07 of 27 March 2017, Official Gazette, No. 20, 2017.
- 28- Shanab, Labib. *A Summary on the Sources of Obligation – Non-Voluntary Sources*, 1st ed., no publisher listed, Beirut, Lebanon, 1994, p. 38.
- 29- Shanab, Labib, *ibid.*, p. 293.
- 30- Algerian Commercial Code, op. cit., Article 549.

- 31- Ibid., Article 715 bis 27.
- 32- Algerian Commercial Code, op. cit., Article 715 bis 27.
- 33- Algerian Commercial Code, op. cit., Article 652.
- 34- Derbal, Siham. "Legal Oversight of Directors in Joint-Stock Companies within the Framework of Applying the Principles of Good Governance," *Al-Manar Journal for Legal and Political Studies*, no. 5, June 2018, p. 195.
- 35- Algerian Commercial Code, op. cit., Article 653.
- 36- Derbal, Siham, op. cit., p. 197.
- 37- Algerian Commercial Code, op. cit., Article 715 bis 27.
- 38- Khira, Ahmouda, and Meghni, Dalila. "The Consequences of the Liability of the Board of Directors in the Event of the Bankruptcy of a Joint-Stock Company," *Journal of Law and Society*, vol. 9, no. 1, 2021, p. 575.
- 39- Algerian Commercial Code, op. cit., Article 715 bis 24.
- 40- Derbal, Siham, op. cit., p. 198.
- 41- Taha, Kamal Mustafa. *Fundamentals of Commercial Law*, University House, Egypt, 1994, p. 490.
- 42- Bouazza, Diden, and Bemoussat, Abdelwahab, op. cit., p. 54.
- 43- Belmouloud, Amal, op. cit., p. 111.
- 44- Algerian Commercial Code, op. cit., Article 715 bis 27.
- 45- Derbal, Siham, op. cit., p. 199.
- 46- Kassimi, Zahira, and Lagtaj, Moubarka. "The Civil Liability of Board Members in Joint-Stock Companies: A Reading in the Provisions of Algerian Commercial Law," *Journal of Epistemological Issues*, vol. 2, no. 3, September 2022, p. 66.
- 47- Wahy, Farouk Luqman. *Powers and Responsibilities of Directors in Commercial Companies: A Comparative Study*, Dar Al-Fikr Al-Arabi, Cairo, 1998, p. 120.
- 48- Ibid., p. 122.
- 49- Algerian Commercial Code, op. cit., Article 244(3).
- 50- Belmouloud, Amal, op. cit., p. 139.
- 51- Al-Uraini, Mohamed Farid. *Commercial Companies*, New University House, 2003, p. 268.
- 52- Taha, Kamal Mustafa, op. cit., p. 492.
- 53- Amer, Hussein, and Amer, Abdelrahim. *Civil Liability (Contractual and Tortious)*, Dar Al-Maaref, Cairo, Egypt, 1979, p. 527.
- 54- Al-Samadi, Ma'moun Suleiman Dawoud. *Variable Harm in Tort Liability*, Master's thesis in Private Law, Faculty of Law, Jerash University, Jordan, 2012, p. 99.
- 55- Al-Rawashdeh, Salem Salim Salah. *The Effect of Aggravated Bodily Harm on Compensation Assessment: A Comparative Study*, PhD dissertation in Philosophy of Private Law, Arab Amman University for Graduate Studies, Faculty of Legal Studies, 2008, p. 40.
- 56- Olivia Chalus-Pénochet. *Compensation for Bodily Injury in Comparative European Law*, Postgraduate Diploma, University of Marseille – La Timone, Faculty of Medicine, June 2015, pp. 22–23.
- 57- Article 127 of the Algerian Civil Code provides: "If a person proves that the harm arose from a cause for which they are not responsible, such as a sudden accident, force majeure, or a third party's fault, they are not required to compensate for the damage, unless a legal or contractual provision states otherwise." This principle was affirmed by the Supreme Court in a ruling dated 25/05/1988: "It is legally established that if a person proves that the harm resulted from an unavoidable cause such as force majeure, they are not liable to compensate for it..." Published in *Judicial Journal*, no. 2, p. 11.
- 58- Decision No. 87411, published in *Judges' Bulletin*, no. 50, p. 55.
- 59- Supreme Court Decision No. 183066, issued on 14 July 1999, unpublished, cited in: Mokhtar Rahmani, *Civil Liability for Railway Passenger Accidents in Light of Jurisprudence and Case Law*, Dar Houma, Algeria, 2003, p. 120.
- 60- Chalus-Pénochet, Olivia, op. cit., p. 12.

- 61- Saïd, Moqaddam. *The Theory of Moral Damage Compensation in Civil Liability*, National Publishing Enterprise, Algeria, 1992, p. 253.
- 62- Lambert-Faivre, op. cit., p. 14.
- 63- Unpublished judgment, cited in: Bahmaoui, Sherif. *Compensation for Damages Arising from Therapeutic Risks (A Comparative Study)*, PhD Dissertation in Private Law, University of Abou Bekr Belkaid – Tlemcen, Faculty of Law and Political Science, 2013, p. 329.
- 64- Marcus, Suleiman. *Al-Wafi fi Sharh al-Qanun al-Madani* [The Comprehensive Explanation of the Civil Code], vol. 2, 5th ed., Obligations, Dar Al-Nahda Al-Arabiya, Egypt, 1988, p. 555.
- 65- Ibid., p. 95.
- 66- El-Gendy, Mohamed Sabri. "Compensation for Bodily Harm Arising from a Harmful Act," Kuwait Journal, no. 1, March 2002, p. 89.
- 67- Al-Duwaik, Mohamed Rabie Mohamed. *Assessment of Compensation for Bodily Harm in Light of Islamic Jurisprudence and Jordanian Civil Law*, Master's Thesis in Law, Graduate School, University of Jordan, 2006, p. 79.
- 68- El-Gendy, Mohamed Sabri, op. cit., p. 216.

Bibliography List:

1. Books:

- Al-Khudair, Fahd Abdullah. *The Civil Liability of Members of the Board of Directors in Joint-Stock Companies: A Comparative Study*, 1st ed., Saudi Arabia, Law and Economy Library, 2012.
- Amer, Hussein, and Amer, Abdelrahim. *Civil Liability (Contractual and Tortious)*, Dar Al-Maaref, Cairo, Egypt, 1979.
- Marcus, Suleiman. *Al-Wafi fi Sharh al-Qanun al-Madani* [The Comprehensive Explanation of the Civil Code], vol. 2, 5th ed., Obligations, Dar Al-Nahda Al-Arabiya, Egypt, 1988.
- Al-Sharqawi, Jamil. *The General Theory of Obligation – Sources of Obligation*, Dar Al-Nahda Al-Arabiya, Egypt, 1981.
- Al-Lassamsa, Abdelaziz. *Tort Liability*, 1st ed., Dar Al-Thaqafa for Publishing and Distribution, Amman, Jordan, 2002.
- Al-Sanhouri, Abdel-Razzaq Ahmed. *Al-Wasit fi Sharh al-Qanun al-Madani* [The Medium in the Explanation of the Civil Code], vol. 1, *General Theory of Obligation – Sources of Obligation*, Al-Halabi Legal Publications, Beirut, Lebanon, 2005.
- El-Ayari, Kamal. *The Director in Commercial Companies*, vol. 2, 1st ed., Al-Atrash Publishing House for Specialized Books, 2011.
- Taha, Kamal Mustafa. *Fundamentals of Commercial Law*, University House, Egypt, 1994.
- Abdelrahman, Fayez. *Contractual and Tort Liability and the Victim's Right to Choose or Combine Between Them*, Dar Al-Nahda Al-Arabiya, Cairo, Egypt, 2006.
- Saïd, Moqaddam. *The Theory of Moral Damage Compensation in Civil Liability*, National Publishing Enterprise, Algeria, 1992.
- Mansour, Mohamed Hussein. *The General Theory of Obligation – Sources of Obligation*, University Press for Printing and Publishing, Egypt, 2005.
- Al-Uraini, Mohamed Farid. *Commercial Companies*, New University House, 2003.
- Shanab, Labib. *A Summary on the Sources of Obligation – Non-Voluntary Sources*, 1st ed., no publisher listed, Beirut, Lebanon, 1994.
- Wahy, Farouk Luqman. *Powers and Responsibilities of Directors in Commercial Companies: A Comparative Study*, Dar Al-Fikr Al-Arabi, Cairo, 1998.
- Yassin, Mohamed Yahya. *The Right to Compensation for Moral Damage*, Dar Al-Nahda Al-Arabiya, Egypt, 1991.

2. Academic Theses:

- Belmouloud, Amal. *The Civil Liability of Directors in Joint-Stock Companies*, Master's Thesis in Business Law, Mohamed El-Amin Debaghine University – Sétif, 2014–2015.
- Al-Rawashdeh, Salem Salim Salah. *The Effect of Aggravated Bodily Harm on Compensation Assessment: A Comparative Study*, PhD Dissertation in Philosophy of Private Law, Arab Amman University for Graduate Studies, Faculty of Legal Studies, 2008.
- Qassi, Abdallah Hind. *The Liability of the Manager in a Limited Liability Company*, Master's Thesis in Business Law, University of Algiers, Faculty of Law, 2012.
- Kassimi, Zahira and Lagtaj, Moubarka. “The Civil Liability of Board Members in Joint-Stock Companies: A Reading in the Provisions of Algerian Commercial Law,” *Journal of Epistemological Issues*, vol. 2, no. 3, September 2022.
- Zeroual, Mazouza. *The Civil and Criminal Liability of Directors in Joint-Stock Companies*, Master's Thesis, University of Abou Bekr Belkaid – Tlemcen, 2006–2007.
- Al-Samadi, Ma'moun Suleiman Dawoud. *Variable Harm in Tort Liability*, Master's Thesis in Private Law, Jerash University, Jordan, 2012.
- Al-Duwaik, Mohamed Rabie Mohamed. *Assessment of Compensation for Bodily Harm in Light of Islamic Jurisprudence and Jordanian Civil Law*, Master's Thesis in Law, University of Jordan, 2006.
- Olivia Chalus-Pénochet. *Compensation for Bodily Injury in Comparative European Law*, Postgraduate Diploma (Diplôme d'Études Supérieures Universitaires), University of Marseille – La Timone, Faculty of Medicine, June 2015.

3. Academic Articles:

- El-Gendy, Mohamed Sabri. “Compensation for Bodily Harm Arising from a Harmful Act,” *Kuwait Journal*, no. 1, March 2002.
- Bouazza, Diden and Bemoussat, Abdelwahab. “The Criminal and Civil Liability of Joint-Stock Company Directors,” *Algerian Journal of Legal, Political and Economic Sciences*, no. 1, 2007.
- Boumerima, Adel and Farsha, Kamal. “The Civil Liability of Directors of Joint-Stock Companies,” *Eliza Journal for Research and Studies*, vol. 6, no. 2, 2021.
- Khira, Ahmouda and Meghni, Dalila. “The Consequences of the Liability of the Board of Directors in the Event of the Bankruptcy of a Joint-Stock Company,” *Journal of Law and Society*, vol. 9, no. 1, 2021.
- Karakouri, Moubarka Hanan. “The Elements of Liability of Joint-Stock Company Directors under Algerian Legislation,” *Journal of Epistemological Issues*, vol. 2, no. 3, September 2022.
- Derbal, Siham. “Legal Oversight of Directors in Joint-Stock Companies within the Framework of Applying the Principles of Good Governance,” *Al-Manar Journal for Legal and Political Studies*, no. 5, June 2018.
- Medrawi, Lahcen. “The Limits of Powers and Responsibilities of Company Directors and Their Impact on Third Parties,” *African Journal of Legal and Political Studies*, University of Ahmed Draia – Adrar, vol. 4, no. 1, June 2020.

4. Legal Texts:

- Ordinance No. 66/155 of 8 June 1966, concerning the Code of Criminal Procedure, *Official Gazette*, no. 48, 1966, as amended by Law No. 17/07 of 27 March 2017, *Official Gazette*, no. 20, 2017.
- Ordinance No. 75/58 of 26 September 1975, concerning the Civil Code, as amended by Law No. 05/10 of 20 June 2005, *Official Gazette*, no. 44, 2005.
- Ordinance No. 75/59 of 26 September 1975, concerning the Commercial Code, as amended and supplemented.