

The Impact of the Theory of Contract Content on the Formation of Administrative Contracts – A Comparative Study-

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Abstract: This paper explores the influence of the theory of contract content on administrative contracts, with particular reference to Algerian and French law. It examines how this theory shapes the conditions of formation, validity, and performance of administrative contracts, and its implications for both public administration and judicial oversight, especially in light of digital governance.

The research applies a comparative and analytical approach, drawing on legal texts, case law, and doctrinal debates to highlight the scope and limitations of contract content as a foundation for administrative contracting.

The findings reveal that focusing on contract content enhances legal certainty, safeguards the public interest, and provides a benchmark for balancing the rights of contracting parties. They also underline the need for judicial clarification to resolve uncertainties in the interpretation and enforcement of administrative contracts, including electronic forms.

Keywords: Contract content theory, administrative contracts, public administration, digital governance.

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Introduction:

The general theory of contracts in civil law ¹has long provided a foundation for regulating contractual relations. Its traditional pillars—consent, object, and cause—have guided judicial interpretation for centuries, with some jurisdictions also emphasizing contractual capacity.

As administrative courts developed within systems influenced by the Latin legal tradition, scholars and judges sought to distinguish administrative contracts from ordinary civil contracts. This differentiation introduced conditions and requirements reflecting the autonomy and purposes of administrative law.

In recent years, several comparative legal systems have refined classical contract theory by replacing the pillars of object and cause with the notion of contract content. This content must conform to legal norms and public order, even if it does not strictly reflect traditional moral standards.

In Algeria, the application of this theory remains challenging. While it emphasizes contractual balance and the protection of public interest, judicial practice often adheres to the literal text of the law. This raises doubts about whether the theory alone can guide judges in assessing complex administrative contracts with layered economic obligations, and suggests the need for additional analytical tools to evaluate their impact on public resources and service quality.

The French experience offers a comparative perspective, as its jurisprudence has evolved to balance public interest with the parties' intentions through flexible criteria that consider both performance and economic efficiency. Lessons from this model could inform Algerian practice, ensuring that theoretical principles translate into decisions that are effective and consistent.

This leads to the central research question: What is meant by the content of a contract, and how does this concept influence the foundations and practice of administrative contracts in Algeria?

To address this question, the paper is structured into two parts:

1. The concept of the theory of contract content.
2. The application of this theory to administrative contracts.

1. The Concept of the Theory of Contract Content

Studying this theory requires identifying the reasons for its emergence, its main components, and the criteria for determining a contract's content.

1.1 Reasons for Adoption

Classical contract theory rests on three pillars: consent, object, and cause. Over time, jurists have questioned the necessity of all three.

¹ KANANI Ali Fathi, "The Theory of Contract in Amended French Civil Law and Qatari Law – A Comparative Study", *International Journal of Law*, Qatar University, Vol. 2, 2020, P. 11.

The Impact of the Theory of Contract Content on the Formation of Administrative Contracts – A Comparative Study-

Roman law, for instance, downplayed object and cause, prioritizing formalism, whereas canon law reintroduced consensualism, stressing the fulfillment of obligations and the legality of agreements².

Later, the principle of autonomy of will flourished, supported by contractual freedom. In response, the principle of good faith emerged to restore balance, imposing duties of honesty and fairness to counter abuses of that freedom³.

Global economic changes further challenged the traditional model. The European Union, through instruments such as the *Principles of European Contract Law* (2003)⁴, embraced the “theory of contract content,” a concept long familiar in Anglo-Saxon systems and promoted internationally by institutions like the World Bank.

This approach marked a shift away from the Latin tradition by simplifying the contracting process and highlighting economic feasibility to attract investment.

Consumer protection also contributed to this evolution. Central to modern contracts is the duty to inform, defined as the obligation to provide consumers⁵ with sufficient knowledge to make free and informed choices. This duty may arise before or during contract formation and is firmly established in civil and consumer law⁶.

In Algeria, Article 352 of the Civil Code⁷ requires sellers to ensure that buyers have sufficient knowledge of the object of the sale, achieved through clear descriptions of its essential features. Similarly, Article 86 equates intentional silence with fraud .

Law 09-03 on consumer protection reinforces this framework, obliging professionals under Article 17 to disclose all relevant information about products, including their use, nature, and origin.

1.2 Content of the Theory

The theory of contract content now forms the cornerstone of contract formation, replacing the pillars of object and cause that proved inadequate in addressing rapid economic and legal developments⁸.

² MALIH Bachir, “The Economic Efficiency of the General Theory of Contracts”, *Kuwait International College Journal*, Vol. 9, No. 2, 2021, P. 642.

³ ASSALI Abdelkader, *Contractual Balance at the Formation of Contracts*, Doctoral dissertation, University of Algiers, 2014, P. 206–207.

⁴ BEALE Hugh, ed., *Principles of European Contract Law*, Oxford: Oxford University Press, 2012, P. 78–112.

⁵ ZAYED Ahmed, “The Duty to Inform in Consumer Contracts”, *Scientific Horizons Journal*, No. 4, 2020, P. 540.

⁶ GHESTIN Jacques, GOUBEAUX Georges, *Treatise on Civil Law: Formation of the Contract*, LGDJ, France , 2013, P. 210.

⁷ Law No. 75-58, dated September 26, 1975, relating to the Civil Code, Official Journal of the People’s Democratic Republic of Algeria, Issue 78, published on September 30, 1975, pp. 1-120. Amendments by :

- Law No. 05-10, dated June 20, 2005, amending and supplementing Ordinance No. 75-58, Official Journal, Issue 38, published on June 28, 2005, pp. 1-50.

- Law No. 07-05, dated May 13, 2007, amending and supplementing Ordinance No. 75-58, Official Journal, Issue 31, published on May 13, 2007, pp. 1-35.

⁸ CARBONNIER Jean, *Civil Law: Obligations*, 11th ed., Presses Universitaires de France, France ,2004, P. 246.

The French Civil Code⁹, largely unchanged since 1804, traditionally recognized four elements: consent, capacity, object, and cause. The 2016 reform replaced object and cause with “content,” aligning French law with Anglo-American perspectives that view contracts primarily as economic instruments.

Article 1128 now provides that a valid contract requires:

1. Consent of the parties,
2. Capacity to contract,
3. Lawful and certain content.

The explanatory memorandum clarifies that “content” integrates what had been treated separately as object and cause, adapting these concepts to contemporary economic realities. Thus, the theory ensures contractual validity by focusing on mutual obligations, lawful terms, and conformity with public order. While “cause” disappeared as a pillar, its functions persist, notably in Article 1162, which voids agreements contrary to public policy.

In Algeria, by contrast, the Civil Code—last amended in 2007—does not explicitly adopt this theory. Articles 59–105 regulate essential contract conditions under the heading “Conditions of the Contract,” combining elements (such as consent, object, and cause) with certain formal requirements, especially in contracts of adhesion. The Algerian framework therefore retains a traditional structure, though many of its provisions implicitly safeguard the substantive content of contracts.

As for consent, Article 59 of the Algerian Civil Code provides that a contract is concluded once the parties exchange mutual agreement, subject to legal provisions. This implies concurrence of wills through offer and acceptance and the absence of defects such as mistake, fraud, duress, or exploitation.

The object of the contract is regulated by Articles 92–95, with Article 92(1) permitting obligations over future and determinate things. Cause is addressed in Articles 97–98, where Article 98(1) presumes the existence of a lawful cause unless proven otherwise¹⁰. Since the 2005 reform, cause has been reinstated as a distinct contractual element, reflecting a modern understanding that ties it to the motivating reason for contracting, provided it is lawful.

Form, once a general requirement, is now exceptional, limited to contracts such as insurance or hospitality where formalization is mandated.

Overall, although Algerian law does not explicitly recognize “contractual content” as an independent element, the Civil Code stresses the substantive content of agreements as a safeguard for fairness, balance, and conformity with public order. This orientation appears through several mechanisms:

⁹ Law of March 21, 1804 (promulgated March 24, 1804), relating to the French Civil Code, Official Journal of the French Republic, published on March 24, 1804, pp. 1-150. Amendment by Ordinance No. 2016-131 of February 10, 2016, reforming contract law, the general regime, and proof of obligations, Official Journal, No. 0035, published on February 11, 2016, pp. 1-50.

¹⁰ LAGREB Sofiane, “Contracts Theory: A Study in the Algerian Civil Code and the French Civil Code”, *Journal of Legal and Political Studies*, Vol. 11, No. 1, 2025, P. 230–243.

The Impact of the Theory of Contract Content on the Formation of Administrative Contracts – A Comparative Study-

- Article 106 gives contracts binding force and prohibits modification except by mutual consent.
- Article 107 authorizes judges to interpret contracts and exclude unfair or unlawful clauses.
- The principle of good faith, also enshrined in Article 107, imposes duties of honesty and fairness, indirectly embracing the idea of substantive content.
- Articles 97 and 98 restrict obligations to lawful purposes, linking content to public policy.

A similar approach is evident in the Algerian Consumer Protection Law No. 09-03 of 2009¹¹. While it does not expressly adopt the theory of contractual content, its provisions reflect a substantive focus on transparency and protection of weaker parties¹².

Article 17 establishes a duty to inform, requiring operators to disclose essential information about goods and services. Genuine consent is thus tied to sufficient and accurate information on price, use, origin, and characteristics.

The law also reflects a substantive orientation toward fairness: even without a dedicated chapter on unfair terms, legal doctrine and case law have consistently invalidated clauses that disrupt contractual balance. Together with the principle of good faith, these rules form an integrated framework grounded in transparency and justice.

Breaches of these obligations may trigger civil consequences, including annulment of the contract or clauses, as well as damages to the consumer.

On the criminal level, Article 33 of the Consumer Protection Law punishes any operator who fails to comply with Articles 16 to 19 with imprisonment from two to six months and/or a fine between 20,000 and 200,000 Algerian dinars. Since Article 17 is included among these provisions, neglecting the duty to inform is not only a civil violation but also subject to criminal liability, which highlights that information is an essential part of contractual content and that its breach undermines transparency and the public interest.

Law No. 09-03 on Consumer Protection and its amendments illustrate a marked development in Algerian legislative policy, moving away from strict traditional forms toward a modern framework based on contractual justice and oversight of the substance of agreements—especially in light of the increasingly complex nature of contractual arrangements.

Although Law No. 18-05 on Electronic Commerce¹³ does not explicitly mention “contract content theory,” many of its provisions apply its core ideas. The technical and virtual nature of

¹¹ Law No. 09-03, dated February 25, 2009, relating to Consumer Protection and the Repression of Frauds, Official Journal of the People’s Democratic Republic of Algeria, Issue 15, published on March 8, 2009, pp. 3-20. Amendment by Law No. 12-08, dated June 25, 2012, amending and supplementing Law No. 09-03, Official Journal, Issue 38, published on June 28, 2012, pp. 1-30.

¹² MAZEAUD Henri, CHABAS François, MAZEAUD Léon, *Lessons in Civil Law: Obligations*, 12th ed., Montchrestien, France, 2019, P. 190.

¹³ Law No. 18-05, dated May 10, 2018, relating to Electronic Commerce, Official Journal of the People’s Democratic Republic of Algeria, Issue 28, published on May 16, 2018, pp. 1-20.

electronic transactions makes transparency and clarity indispensable to ensure valid consent and to protect parties from the risks of remote contracting. For example, Article 5 obliges suppliers to provide consumers, before conclusion, with clear information on the main characteristics of goods or services, the full price, the supplier's identity, payment methods, and withdrawal terms. These elements define the contract's substance and the parties' obligations, aligning with a modern understanding that sees content not as formality but as a condition of validity.

Article 12 adds that consumers must receive in writing—by email or other electronic means—all conditions relating to goods or services, including withdrawal rights, deadlines, and the nature of the services. Such obligations show that consent in digital contracts depends on a well-informed understanding of the contract before acceptance.

The law further requires suppliers to provide accessible digital tools that enable consumers to review and correct their data before confirming orders, thus safeguarding the accuracy of contractual content¹⁴.

Non-compliance with the duty to inform may result in civil consequences such as nullity or damages, and in some cases criminal penalties, particularly where deception or harm to vulnerable consumers occurs. In electronic commerce, protecting contractual content may also call for judicial or regulatory scrutiny to clarify ambiguous clauses, which confirms the central role of content as a fairness standard in digital dealings.

This movement toward transparent and balanced digital contracts reflects comparative influences, notably from European law, where substantive clarity is considered a condition of validity rather than a secondary regulatory concern.

1.3 Determining the Content of a Contract:

The parties' rights and obligations derive primarily from the explicit terms of the contract, as stated in Articles 1103¹⁵ and 1193¹⁶ of the French Civil Code (and Article 106 of the Algerian Civil Code). Where terms are unclear or missing, judges interpret them with reference to legal rules, contractual necessity, and fairness (Article 1194 of the French Civil Code or Article 107 of the Algerian Civil Code).

Despite the advantages of contract content theory in enhancing economic efficiency and contractual performance, it may neglect social considerations such as protecting weaker parties or ensuring equality, resulting in contracts that serve economic goals without securing fairness. Even in France, where the legislator has expressly recognized the theory, the traditional notions of object and cause are still maintained, showing that the theory supplements rather than replaces classical foundations.

In Algeria, although the law indirectly protects contract substance through rules on consent, good faith, and lawful purpose, these remain scattered and focus more on form than

¹⁴ BENRABAH Abdelkader, "La protection du consommateur algérien: Entre droit interne et droit comparé", *Revue Algérienne des Sciences Juridiques et Politiques*, Vol. 59, No. 3, 2022, P. 115.

¹⁵ Whereas the text stipulate that : "Contracts lawfully executed shall have the force of law between the contracting parties."

¹⁶ Whereas the text provide that : "No contract may be modified or rescinded except by mutual consent of the parties or for causes provided by law."

The Impact of the Theory of Contract Content on the Formation of Administrative Contracts – A Comparative Study-

substance. Consequently, courts often struggle to apply the theory clearly, which reflects a weakness in reconciling formal and substantive dimensions of contractual relationships.

2. Applying the Theory of Contract Content to Administrative Contract

In administrative contracts, the concept of cause does not carry the same weight as in administrative decisions. Unlike civil contracts, they include clauses linked to the functioning of public services and cannot simply follow civil law rules.

When public authorities use their special prerogatives—such as unilateral termination or the “act of the prince”—they must act in the public interest¹⁷. If the cause or motivation deviates from this purpose, the contract becomes unlawful¹⁸.

Administrative contracts thus stand at the intersection of protecting public interest and respecting the contractor’s rights, which makes them more intricate than private contracts, especially with the growing emphasis on economic feasibility.

According to Bousam Boubaker¹⁹, these contracts should strike a balance between public interest and private rights, while granting the administration exceptional flexibility without sacrificing fairness. This highlights the role of contractual content as a foundation for judicial oversight, through procedures that preserve justice without undermining administrative efficiency.

The cause of an administrative contract differs from the obligation to justify administrative decisions, which is a modern mechanism aimed at ensuring transparency and accountability in economic regulation²⁰.

Administrative contracts typically include two categories of clauses:

2.1 Contractual Clauses:

These clauses are guided by the principle that “the contract is the law of the parties,” serving mutual interests and preserving contractual freedom.

In this regard, Ahmed Imami and Merlinda Batali analyze²¹ the evolution of administrative contracts, stressing that their distinctiveness lies not merely in reciprocal obligations but in their role as instruments for achieving the public interest through the effective management of services. They point out that flexibility is essential, allowing the administration to adapt terms to public needs—something that distinguishes administrative contracts from the rigidity of private ones.

¹⁷ HITHAM Sami Ahmed, “The Administrative Judge’s Authority to Compel Public Authorities to Disclose Decision-Making Rationales”, *Al-Huquqiyya Journal*, Kuwait University, No. 2, 2024, P. 223.

¹⁸ EHOUX François, “The Influence of Civil Law Concepts of Object and Cause in Public Procurement Litigation”, *Public Contract*, No. 169, 2016, P. 42.

¹⁹ BOUSSAM Boubaker, “Le concept et le contenu des contrats administratifs dans la jurisprudence administrative algérienne”, *Journal de la Law Society et de l’Autorité*, Vol. 13, No. 1, 2024, P. 94–114.

²⁰ MAGNAN Marie-France, *The Duty to Provide Reasons in Contract Law*, LGDJ, France, 2001, P. 305.

²¹ IMAMI Ahmed, BATALI Merlinda, “The Role of Administrative Contracts in the Field of Public Administration”, *Access to Justice in Eastern Europe*, Vol. 7, No. 3, 2024, P. 393–409.

However, their approach gives limited attention to safeguards protecting contractors when the administration misuses its authority to alter obligations. This results in a perspective leaning more toward functional and political dimensions, while paying less attention to the contractual balance that should accompany such flexibility. Their stance resonates with the principles of adaptability and primacy of the public interest, echoing aspects of the theory of contract content, which ties rights and obligations to economic aims. Yet, without proper regulation, such an approach risks favoring the administration over the principle of contractual justice.

Catalin-Silviu Săraru²², by contrast, emphasizes that administrative contracts should be interpreted in light of good faith and the common will of the parties, rather than strictly adhering to literal wording. This view supports the theory of contract content, where interpretation becomes a crucial means of uncovering the real substance of the contract. Through this lens, judicial interpretation may expand the meaning of contractual terms beyond their text to better serve the public interest.

The two approaches represent different interpretative paths: one focuses on the explicit text and obligations tied to public interest, while the other prioritizes good faith and mutual intent, even at the expense of the literal text. Reconciling these perspectives allows for a balanced interpretation that preserves legal certainty yet accommodates fairness and social objectives. Such a synthesis aligns with the philosophy of the theory of contract content, which seeks to integrate written provisions with the practical meanings arising from contractual performance.

2.2 Regulatory Clauses:

These are special clauses specific to administrative contracts and rarely found in private ones. They have been shaped by administrative courts and continue to evolve with legal practice. Examples include:

- Granting the administration the authority to amend, suspend, or terminate the contract in the public interest.
- Supervising and guiding the contractor during performance.
- Imposing penalties or arranging performance by third parties at the contractor's expense in case of default.
- Authorizing the collection of fees from public service users under concession arrangements.

2.2.1 French Administrative Jurisprudence

French case law continues to recognize both object and cause as fundamental elements of administrative contracts²³, thereby maintaining a position distinct from ordinary civil contracts. This was confirmed in the Conseil d'État judgment of 20 February 2008 (*Office National de la Chasse et de la Faune Sauvage v. Fédération Départementale des Chasseurs de la Haute-Vienne*), where the court ruled that the financial contributions made by the hunters' federation

²² SARARU Catalin-Silviu, "The Interpretation of Administrative Contracts", *Academia*, , https://www.academia.edu/67788137/The_interpretation_of_administrative_contracts, accessed August 15, 2025

²³ DELVOLVÉ Pierre, *Administrative Contracts*, 5th ed., Dalloz, France , 2017, P. 50.

The Impact of the Theory of Contract Content on the Formation of Administrative Contracts – A Comparative Study-

to the national office were based on an unlawful cause, as they were implemented under an agreement approved by decree contrary to EU law²⁴.

2.2.2 Algerian Administrative Jurisprudence

Algerian case law has not provided in-depth analysis of the element of cause. However, courts consistently require that administrative contracts²⁵ demonstrate a link to the public interest²⁶. In the decision of 12 July 2005 (*B.A. v. Directorate of Youth and Sports, Bouira Province*)²⁷, the court held that because additional works were essential to complete a youth center in line with project requirements, the contracting authority was obliged to pay for them, even though they were not initially included in the contract.

2.3 The Position of the Public Procurement Law on the Theory of Contractual Content

Public Procurement Law No. 23-12²⁸ establishes a general principle that the content of public contracts must respect equality, transparency, and non-discrimination. Article 5 expressly states: “*Public procurement contracts shall be concluded in compliance with the principle of equality among economic operators and shall ensure fair competition and transparency at all stages of the contracting process.*”

This framework reflects a significant development in Algerian law. It shifts focus from purely procedural requirements to substantive principles such as fairness, equal access²⁹, and transparency. It prohibits public authorities from inserting arbitrary or discriminatory conditions in tender documents and obliges them to use digital platforms to publish procurement notices, ensuring simultaneous access for all potential bidders.

Viewed through this lens, the theory of contractual content becomes a key instrument for securing fairness in administrative contracting. By scrutinizing the substance of contracts—particularly the rights and obligations of both administration and contractor—the theory ensures compliance with constitutional guarantees, even when public authorities exercise exceptional powers to amend or terminate contracts for the public good.

Its relevance grows further in electronic procurement, where the digital environment may unintentionally exclude certain operators or create technical barriers that favor entities with greater technological capacity or access to electronic platforms. This highlights the need for oversight to maintain equality and fairness in modern administrative contracts.

²⁴ Council of State, 6th and 1st Sub-Sections Joint Hearing, 20/02/2008, N. 302055, Unpublished in Lebon Collection. Available.

<https://www.legifrance.gouv.fr/affichJuriAdmin.do?oldAction=rechJuriAdmin&idTexte=CETATEXT000018396509&fastReqId=1163044429&fastPos=1>. last accessed : 14, April, 2025.

²⁵ SADIQI Abdelhakim, “The Evolution of the Cause Element in Civil Law and Its Limitations in Administrative Contracts – A Comparative Study”, *Afaq Journal for Research and Studies*, Special Issue, 2018, P. 133.

²⁶ KHERIEF Mohamed, “The Administrative Contract in Algerian Law: Between Civil Law Tradition and Administrative Specificities”, *Algerian Journal of Public Law*, Vol. 7, No. 2, 2021, P. 55–76.

²⁷ Council of State Decision (2005), Case No. 22350, Council of State Journal, N. 7, pp. 92-94.

²⁸ Law No. 23-12, dated August 5, 2023, relating to Public Procurement and Concessions, Official Journal of the People’s Democratic Republic of Algeria, Issue 50, published on August 13, 2023, pp. 1-35.

²⁹ WALINE Marcel, *Administrative Law*, Dalloz, France, 2018, P. 320–325.

The traditional framework of consent, object, and cause is no longer sufficient to guarantee the principles of equality and fairness in practice. The theory of contractual content provides a more effective tool by focusing on the substantive terms of the agreement and subjecting each clause to review in order to ensure compliance with equality. For example, inserting overly technical requirements into tender documents can exclude smaller contractors in favor of larger ones, thereby undermining equal access.

With the introduction of electronic contracting in Algeria, new challenges have emerged regarding the practical enforcement of equality in a digital setting³⁰.

Although the public procurement portal has improved transparency, certain shortcomings remain, such as:

- Delayed or unequal access to procurement notices due to regional disparities in digital infrastructure.
- The imposition of advanced technical conditions that only well-equipped operators can satisfy, which compromises the principle of equal opportunity between bidders.

In these situations, the theory of contractual content functions as a safeguard, ensuring that electronic clauses do not unjustifiably exclude participants. This approach is reflected in the French Public Procurement Code of 2019³¹, which requires public authorities to provide simplified interfaces to guarantee that all operators, regardless of size or technological capacity, have equal access to tenders. Algeria could benefit from adopting similar measures, especially as the implementing regulations of Law No. 23-12 on public procurement are still pending.

Given the increasing complexity of administrative contracts and their role in public investment, economic analysis has become integral to evaluating both their validity and effectiveness. The theory of contractual content intersects with economic considerations by extending review beyond legality and fairness to include efficiency, market impact, and long-term financial sustainability. This perspective is consistent with principles such as proportionality and effectiveness, which feature prominently in recent procurement reforms, and supports a shift toward performance-based, results-oriented models.

In this context, the theory emphasizes efficiency by advocating the allocation of risks to the party best able to manage them and by linking payment mechanisms to performance indicators. However, in Algeria, its application reveals challenges in judicial interpretation and inconsistencies across decisions.

Yekhlef and Merah³² underline the role of judges in addressing abusive clauses, noting that Algerian and French courts alike adopt a cautious approach that seeks to maintain contractual balance without overstepping into excessive judicial intervention.

³⁰ KAROUI Nadjib, "Public Procurement Control Mechanisms in Algeria: Equal Treatment in the Digital Era", *Russian Law Journal*, Vol. 12, No. 4, 2024, P. 58–80.

³¹ Ordinance No. 2018-1074 of November 26, 2018, and Decree No. 2018-1075 of December 3, 2018, relating to the French Public Procurement Code, *Official Journal of the French Republic*, published on December 5, 2018, pp. 1-60, entered into force on April 1, 2019.

³² YEKHLEF Abdelkader, MERAH Ahmed, "The Judge and Unfair Terms: An Overview of Algerian and French Law", *Russian Law Journal*, Vol. 13, No. 1, 2025, P. 760.

The Impact of the Theory of Contract Content on the Formation of Administrative Contracts – A Comparative Study-

Yet their study does not fully explore the application of these principles to economically complex administrative contracts, leaving space for developing an updated framework. Such a framework could incorporate innovations such as the principle of severability, allowing courts to strike down invalid clauses without nullifying the entire contract.

Despite the presence of formal safeguards in Algerian law, such as rules on consent, good faith, and legitimate purpose, these remain fragmented and focused more on form than substance. A closer look shows that administrative contracts frequently struggle to balance the public interest with private rights, especially when digital contracting or non-traditional clauses are involved. This highlights the need to integrate substantive content analysis into both judicial reasoning and administrative practice.

The study of Algerian administrative contracts reveals a gap between theory and practice. Courts sometimes prioritize public interest in interpretation, while others strictly adhere to textual provisions, resulting in contradictory rulings and legal uncertainty. The lack of a consistent procedural framework for applying the theory underscores the importance of establishing unified judicial practice under the guidance of the Council of State.

Considering the relatively recent development of Algeria's administrative judiciary, the French experience provides a valuable reference point. Its balanced approach—protecting the public interest while also respecting the parties' intentions—offers a practical model for strengthening judicial practice in Algeria and for advancing the effective application of the theory of contractual content.

Conclusion

The study of the impact of the theory of contractual content on administrative contracts highlights the need to reassess traditional foundations of administrative contract law. These changes go beyond formality or style; they reflect deeper transformations in the understanding of contractual relations, shaped by evolving conceptions of public interest, the growing complexity of administrative governance, and the incorporation of digital and economic dimensions into public contracting.

The analysis shows that clarifying the substance of administrative contracts is essential to ensuring legal certainty, protecting the public interest, and guiding administrative decision-making. It allows for a fair distribution of rights and obligations between the administration and private parties, particularly in contexts where the public interest imposes special legal constraints.

Accordingly, the study recommends accelerating reforms to the Algerian Civil Code in line with contemporary developments in contract theory, and implementing the regulatory provisions of Public Procurement Law No. 23-12, which embed the principles of contractual content. It also stresses the importance of issuing clear judicial guidelines to reduce ambiguity in interpreting and applying both traditional and electronic administrative contracts, with particular attention to exceptional clauses and digital contracting. Such measures would promote fairness, enhance legal certainty, and strengthen the link between theory and administrative practice.

The findings further invite deeper academic debate on interpretative approaches to administrative contracts—whether by strict reliance on textual clarity or by purposive

interpretation based on good faith. Reconciling these methods through the theory of contractual content can enrich jurisprudence and administrative practice, fostering a legal culture that combines stability with adaptability.

Ultimately, the study underscores the importance of connecting legal theory with practical realities to ensure that administrative contracts advance both the public interest and contractual justice in an increasingly dynamic legal and technological environment.