



THE 2026 UAE CIVIL CODE A PRACTICAL REVIEW FOR CONSTRUCTION LAWYERS

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In October 2025, the United Arab Emirates issued¹ “Federal Decree-Law No. (25) of 2025 promulgating the Civil Transactions Law”. This law will come into force on 1 June 2026.² It repeals³ “Federal Law No. (5) of 1985 issuing the Civil Transactions Law of the United Arab Emirates” as amended (commonly known as the UAE Civil Code), and makes a number of changes to the old law.

Not all of these changes will be obvious from English translations. It will therefore not generally be sufficient simply to identify which article number in the new law corresponds with one in the old law, and then rely on familiar translations such as James Whelan’s.⁴ Instead, it will be necessary to compare the new and old Arabic text, to see what has changed. The majority of the changes do not appear to be legally significant, consisting of clarifications, and linguistic and structural improvements. However, there are a significant number of new and amended provisions which will have a different legal effect.

It should be noted that this paper does not attempt to explain the law.⁵ Rather, it identifies only the provisions of the new law which are both materially different from the old law and may be relevant to construction contracts, and provides a brief explanation of them.

Attached to this paper are two appendices. The first reproduces the articles of the new law which are referred to in this paper, in the original Arabic and an English translation.⁶ The second appendix provides a list of the provisions of the 1985 Civil Code together with the number of the article in the new law which most closely reflects the old law, and a note of

¹ Federal Gazette 809, appendix 2, dated 14 October 2025

² Article 3 of the enacting provisions

³ Article 2 of the enacting provisions

⁴ The translations in this paper have been assisted by the Hans Wehr Dictionary of Modern Written Arabic, DeepL, Google, Reverso, and the University of Oxford.

⁵ The reader should consult Michael Grose’s ‘Construction Law in the United Arab Emirates and the Gulf’, 2nd ed, January 2026, explaining the law as at 1 May 2025.

⁶ The articles which have not been translated have not been materially changed and/or are unlikely to be relevant to construction contracts.

whether the new provision is identical, essentially the same, materially different, or there is no equivalent in the new law.⁷

The sections below follow the relevant chapters of the 2026 Civil Code.

(1) Introductory section

Articles 1(2) and (4) – Where there is no relevant legislation, the new civil code states that “Islamic law” law is to be applied. This is change from the old law, which set out which of the four schools of Islamic law was to be used. The new law also refers to “the court” rather than “the judge”, and this change is applied throughout the new law. Sub-article (4) is new, and states that natural law and the rules of justice are to be applied where there are no relevant provisions in legislation or Islamic law.

Article 3(1), (2), (4) – The new law provides a new and clearer definition of public order, including provisions regarding Islamic law and mandatory provisions of UAE law.

Article 4(1) – This article states that the new law will only be effective from the date when it comes into force (i.e. 1 June 2026).

(2) Sharia principles

Article 31 – The principle that ignorance of the law is no excuse, remains. However, there is a notable change in the language used. In the old law, the word translated as “law” referred to Islamic Sharia law, whereas the new article refers to the law in general.

Article 33 – The new law now expressly states that specific provisions take precedence over general ones. But this is not a change in the law.

Articles 46 and 48 – These legal maxims⁸ do not appear in the old law, but do not seem to differ from existing doctrine.

(3) Unlawful exercise of rights

Articles 105 – This provision has been re-phrased, but the legal principle remains the same: a person is not liable if he exercises his rights lawfully.

Article 106 – The circumstances which constitute an unlawful exercise of rights remain essentially unchanged in the new law. But Article 106(2)(b) no longer expressly includes actions which are contrary to Islamic law.

⁷ Appendix 2 covers Articles 1-70; 95-390; 468-488 and 872-896 of the old Civil Code. It has been prepared manually by comparing the Arabic texts. (This is a task which is still beyond the capabilities of AI.)

⁸ Article 46: *Legal permissibility precludes liability*, and Article 48: *Necessity permits what is forbidden, and necessity is measured by its extent*.

(4) Obligations

Article 113(2) – This article expressly sets out the existing principle that the contract is the law of the parties.

Article 115(3) – The new law clarifies that the general rules in the civil code concerning contracts apply unless they conflict with special rules.⁹

Article 119 – This article updates Article 265 of the old law concerning the interpretation of contracts. Sub-article (1) changes one word, from deviate¹⁰ to depart/abandon¹¹ in the context of clear contractual wording. However, this may not have any substantive effect on the meaning of the article. (There are many other such changes in the new law, which may give rise to arguments as to whether the meaning is now different from the old law.) As for sub-article (2), this makes some minor changes, including a specific reference to custom as a factor in interpretation.

Articles 120(11), (12) and (13) – These are new provisions. Sub-article (11) expressly refers to good faith in the context of the interpretation of contracts. This was not a factor under the old law.¹² Sub-article (12) states that contractual provisions are to be interpreted in light of the circumstances at the time the contract was entered into. This may be a change from the previous position, where evidence as to the circumstances both before and after the contract was entered into, was considered relevant.¹³ As for sub-article (13), this reflects and expands on Article 266(1) of the old law which required doubt to be interpreted in the interests of the person who was to perform the obligation, adding an additional requirement favouring the interests of the weaker party to the contract.

Article 121 – This article concerns pre-contractual conduct, and is new. Negotiations do not impose any obligation to conclude a contract, but they must be carried out in good faith. If a person acts in bad faith, he will be liable for the loss suffered by the other party but not for any lost benefits from the expected contract. The law deems it to be an act of bad faith wilfully to fail to disclose information which is relevant to the legal validity of the intended contract.

Article 122 – This sets out further provisions relating to negotiations. Each party has an obligation to disclose information which is of decisive importance to the other party's consent, and each party is required to exercise due care regarding the disclosure of relevant information. A party who alleges that information has not been disclosed must prove this, and a party who contends that he has disclosed information must prove that. These are mandatory requirements which parties are not able to contract out of, and the contract may be terminated by the court or arbitrators if they are breached.

Article 123 – This article provides that a person who uses or discloses confidential information obtained during negotiations, without permission, will be liable for this.

⁹ Such as for *muqawala* contracts

¹⁰ انحراف

¹¹ عدول

¹² Under the old law, good faith was only relevant to the performance of contractual obligations.

¹³ See 'The Interpretation of Contracts Under UAE and Gulf Laws (for Common Lawyers)', Richard Harding KC, SCL(Gulf), May 2022

Article 125 – This concerns the formation of contracts. Sub-article (3) states that if more than one offer is made, only the last is effective. Sub-article (5) provides that a purported acceptance after an offer has lapsed, is deemed to be a new offer.

Article 130(3) – This new provision states that if an offer is withdrawn before the expiry of any time limit for acceptance, the other party can claim compensation for any loss he suffers (but not for any expected profit).

Article 138 – This article is a new provision concerning framework agreements, which are contracts which include the basic terms of future agreements.

Article 162(1) – This states that where both parties commit a fundamental mistake, or one party has committed such an error and the other was aware of this (or could easily have discovered it), then an application can be made to the court or tribunal for the annulment of the contract.

Article 163 – This defines what is considered to be a fundamental mistake. It is so serious that a party would not have entered into the contract if it had not been made. In particular, such a mistake may relate to an essential characteristic of the subject matter of the contract, or of the contracting party where that was the main reason for entering into the contract.

Article 166 – The article says that a person who makes a mistake will be bound by the contract if the other party is willing to perform it.

Article 182 – This is a new provision concerning the quality of what is provided under a contract. Where this is not agreed, it must be consistent with the legitimate expectations of the parties, taking into account custom and the price.

Article 184 – This re-phrases and clarifies Article 206 of the old law. It prevents parties from agreeing terms which are contrary to the law, public order or public morality, and setting out the consequences of any such agreement.

Article 221 – Sub-article (2) concerns additional/implied terms. It says that such additional requirements must be in accordance with the nature of the obligation, and not “the transaction” as was the case under the old law. It is not clear that this is a material change. Sub-article (3) is new. It concerns contracts based on standard forms, saying that amendments to such forms take precedence even if the original terms have not been struck out. (This expressly permits contracting arrangements such as FIDIC’s general and particular conditions, but does not change the law.)

Article 224 – This new provision concerns the effect of exceptional public circumstances. It is closely related to article 249 in the old law, and also article 829(3) of the new law. The differences are that the new provision states that the relevant public circumstances must exist at the time the contract was entered into, and the court or tribunal can now order the dissolution of the contract. It is a mandatory provision.

Article 233(2)-(5) – These new provisions concern termination of the contract by consent. The law states that any such termination will be subject to the terms of the contract. Compensation may be payable in order to terminate, and termination pursuant to this article will not be possible if the parties cannot be returned to the position they were in before the contract was entered into (since such termination constitutes dissolution of the contract). However, such a dissolution would not affect the rights of any third parties.

Articles 234(1) and (2) – These articles concern court/tribunal-ordered dissolution of contracts. The main change is that the new law specifies when the court will refuse to make such an order, namely where the relevant obligation has been fulfilled either fully, or when the part which has not been fulfilled is minor.

Articles 236(2) and (3) – These articles say that a party can now apply to the court or tribunal for dissolution of the contract if only part of the contract becomes impossible to perform. Where the contractual obligations are continuing, and the impossibility is only temporary, the new law clarifies that either party may apply for an order terminating an obligation, or amending the contract, or dissolving it.

(5) Tort

Article 257 – The new law permits parties to agree to increase a party’s liability for acts which cause harm (i.e. torts). This could apply so as to increase the compensation payable beyond the direct losses which would otherwise be recoverable for torts.

(6) Consequences of obligations

Article 339 – The new law removes the requirement (in old Article 389) that the loss was to be assessed at the time when it occurred, and simply refers to the damage actually suffered. However, this is unlikely to make a significant difference in construction cases.

Article 340 – This is the new version of the old Article 390 which dealt with agreed compensation (i.e. liquidated damages). Sub-articles (1) and (5) reproduce provisions of the old law. Sub-article (2) provides that the court or tribunal can reduce the agreed compensation if the debtor (i.e. the contractor) proves that the agreed amount was excessive, or that part of the obligations has been performed (so that the liquidated damages do not reflect the loss from the failure to perform the remaining obligations). But this new wording only reflects the previous law. Sub-article (3) expressly states existing legal principles, namely that the court or tribunal can reduce the agreed compensation if the debtor contributed to the damage through his own fault, or increased the damage; and no damages will be awarded if the debtor’s fault absorbs the fault of the creditor. In a construction context, this provides defences to the contractor in addition to proving an entitlement to an extension of time.¹⁴ The old law allowed liquidated damages to be adjusted down or up, but sub-article (4) provides that the agreed compensation may only be increased if the creditor (i.e. the employer) proves that the debtor (i.e. the contractor) committed fraud or a serious fault.

¹⁴ See ‘Making and Defending Claims for Liquidated Damages in the United Arab Emirates’, Richard Harding KC, SCL(Gulf), May 2006

(7) Extinction of obligations

Article 431 – This article deals with the limitation period for actions by professionals for their fees. The old period was 5 years. This has been reduced to 3 years.

Article 441 – Sub-article (2) is new. In particular, it fixes a limitation period of 15 years in respect of a judgment. (Unlike the common law, limitation remains a relevant consideration after the commencement of proceedings, but is extended by steps taken in those proceedings.)

(8) Contracts for work (*muqawala*)

Article 814(2) – This expands and clarifies the old provision, so that the contractor's obligations may include the supply of some or all of the materials (in addition to the performance of the work).

Article 815 – This article adds (to old Article 875(1)) that if the contractor provides materials, then he is responsible for their quality.

Article 816 – Sub-article (1) confirms that the contractor is responsible for materials provided by the employer, and the contractor must look after them with the care of a reasonable person; however, he is only liable for any damage to such materials if this was caused by something for which he was responsible. Sub-articles (2) and (3) are new. They clarify that if any such damage occurs, the contractor must pay the employer the value of those materials plus compensation if applicable; and the contractor must notify the employer immediately of any defects in such materials and will be liable for the consequences if he does not. The contractor will also be liable for the consequences of not notifying the employer immediately of any other impediments to the performance of his work. This is likely also to preclude claims by the contractor for the effects of such impediments, if the required notification was not given. These provisions will be subject to the terms of the contract, but may reinforce the effect of any notice provisions.

Article 818 – Sub-article (1) requires the contractor to complete within the time agreed, or, if no period has been agreed, within a reasonable time. Sub-article (2) gives the employer the right to dissolve the contract and have the work completed by another contractor at the expense of the first, if it is not being carried out in accordance with the terms of the contract. (Notably, the article does not state that this can only be effected by an order of the court or a tribunal.) The employer also now has the right, under sub-article (3), to request the court or tribunal to dissolve the contract without a notice period, if the failure of the contractor makes it impossible for him to complete in accordance with the terms of the contract, or he acts in a manner which indicates that he does not intend to fulfil his obligations.

Article 821 – This article deals with decennial liability. Sub-articles (1) to (3) do not appear to have made any substantive changes to the old law. However, new sub-article (4) expressly states that the provisions of this article do not apply as between the contractor and his subcontractors (and so preserves the contractual rights between them).

Article 822 – Sub-article (1) expressly provides that an engineer who only carries out the design (and not supervision), will only be liable for design defects and not workmanship defects. However, sub-article (2) states that in so far as the engineer supervises the work, he will be jointly and severally liable for workmanship defects.

Article 827 – This is a new provision. It says that where the work consists of several parts, or it is to be paid for on the basis of unit rates, then the contractor is entitled to a proportion of the price based on the work completed, provided that this is a distinct or significant part of the whole. But the article also states that this is subject to the terms of the contract.

Article 828 – Article 828(1) deals with additional costs, and is effectively the same as old Article 886(1). Sub-article (2) rewords the old law, and the only substantive change is that the increase in price must be burdensome to the employer, rather than objectively substantial.

Article 829 – Sub-article (1) confirms that the contractor is not entitled to any additional payment under a lump sum contract even if this was caused by increases in the prices of the materials, labour or other costs. Sub-article (2) says that the contractor is only entitled to additional payment for changes to the design where these are agreed with the employer or result from the employer's fault. (The old law said that the terms of the contract apply to agreed changes. This does not appear expressly in the new law.) As for sub-article (3), this is new, but is similar to Article 249 in the old law. It provides that where unforeseeable exceptional public circumstances disrupt the contractual balance between the parties and undermine the financial basis of the contract, then the court or tribunal may extend the time for performance, increase or reduce the price, or dissolve the contract. This is not expressed to be a mandatory provision, so it will be subject to the terms of the contract. However, new Article 224 (referred to above) is in similar terms, and is mandatory.

Article 831 – This article expressly states that the engineer is entitled to separate fees for design and supervision. Otherwise, it is similar to old Article 889.

Article 836 – This article is new. It permits the employer to withdraw from the contract and suspend performance at any time, but he must compensate the contractor for the costs he has incurred for the work completed, and for what the contractor would have earned had he completed the work. The court or tribunal can reduce this compensation by deducting any savings the contractor made as a result of the termination and any gains he may have made by using his time for other purposes. In other words, the employer can now terminate for convenience, but must compensate the contractor for his resulting losses.

Article 837 – This article is also new. It provides that if work is destroyed by force majeure before it is handed over to the employer, the contractor will not be entitled to payment. But if the work is destroyed after it has been handed over, or if the contractor is responsible for the damage, then the employer is entitled to compensation from the contractor. However, where the work is destroyed after the contractor has given the employer notice to take delivery, or if the destruction is the employer’s fault, then the contractor is entitled to the price, and damages where appropriate.

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This paper has been published for the purpose of raising general awareness of issues of law in the Gulf region. The contents must not be relied upon without taking appropriate professional advice.

APPENDIX 1

NEW CODE TRANSLATIONS

Provisions which are not materially different from those in the 1985 Civil Code have been shown below in grey. The column headed “Old Code” indicates the closest provision in the 1985 Civil Code (if any).

Section 1 - Introductory

		Old Code
	المادة (1)	1
1 تسري النصوص التشريعية على جميع المسائل التي تتناولها هذه النصوص في لفظها وفحواها، ولا مسأغ للاجتهاد في مورد النص القطعي الدلالة.	1. Legislative provisions apply to all matters covered by them, both in letter and in spirit; there is no scope for interpretation where the text is definitive in its meaning.	
2 إذا لم تجد المحكمة نصا في التشريعات السارية حكمت بمقتضى الشريعة الإسلامية، على أن تختار أنسب الحلول حسبما تقتضيه المصلحة.	2. If the court finds no provision in the applicable legislation, it shall rule in accordance with Islamic law, provided that it selects the most appropriate solution as the situation requires.	
3 إذا لم تجد المحكمة في الشريعة الإسلامية حكما في المسألة المعروضة عليها حكمت بمقتضى العرف، على ألا يكون متعارضا مع النظام العام أو الآداب العامة، وإذا كان العرف خاصا بإمارة معينة فيسري حكمه على هذه الإمارة.	3. If the court finds no ruling in Islamic law on the matter before it, it shall rule in accordance with custom, provided that this does not conflict with public order or public morals; and if the custom is specific to a particular emirate, its ruling shall apply to that emirate.	
4 إذا لم تجد المحكمة في العرف حكما في المسألة المعروضة عليها حكمت بمقتضى مبادئ القانون الطبيعي وقواعد العدالة.	4. If the court finds no ruling in custom regarding the matter before it, it shall rule in accordance with the principles of natural law and the rules of justice.	
	المادة (3)	3
	يعتبر من النظام العام:	
1 الأحكام القطعية للشريعة الإسلامية	1. The definitive provisions of Islamic law	
2 الأحكام المتعلقة بنظم الحكم	2. Provisions relating to systems of government	
3 الأحكام المتعلقة بالأحوال الشخصية للمسلمين كالزواج والميراث والنسب.	3. Provisions relating to the personal status of Muslims, such as marriage, inheritance and lineage.	

4	القواعد القانونية الأمانة القي لا يجوز الاتفاق على مخالفتها والمنصوص عليها في القوانين الصادرة في دولة الإمارات العربية المتحدة.	4. Mandatory legal rules which may not be contravened by agreement and which are set out in the laws enacted in the United Arab Emirates.	
	المادة (4)	Article 4	4
1	يعمل بالقانون من تاريخ نفاذه، ولا يسري على ما سبقه من وقائع وتصرفات، ما لم ينص القانون على غير ذلك	1. The Law shall be effective from the date of its entry into force and shall not apply to previous events and actions, unless the Law provides otherwise.	
2	لا يجوز إلغاء نص تشريعي أو وقف العمل به إلا بنص تشريعي ينص صراحة على ذلك، أو يشتمل على حكم يتعارض معه، أو ينظم التشريع من جديد الموضوع الذي سبق أن قرر قواعده التشريع السابق	2. No legislative provision may be repealed or suspended except by a legislative provision that expressly provides for this, or that contains a provision contrary to it, or that re-regulates a matter for which rules had previously been established by earlier legislation.	
3	لا يلغى النص الخاص أو يعدل بالنص العام اللاحق، إلا إذا نص التشريع صراحة على ذلك، ويعمل بالنص الخاص فيما يتعارض فيه مع النص العام في نطاق المسائل التي يتناولها.	3. A specific provision shall not be repealed or amended by a subsequent general provision, unless the legislation expressly provides for this, and the specific provision shall be applied where it conflicts with the general provision within the scope of the matters it addresses.	
4	إذا ألغى نص تشريعي نصا تشريعي آخر ثم ألغى النص التشريعي اللاحق فلا يترتب على هذا الإلغاء إعادة العمل بالنص السابق.	4. If a legislative provision repeals another legislative provision and the subsequent legislative provision is subsequently repealed, such repeal shall not result in the reinstatement of the previous provision.	

Section 2 - Sharia principles

		Old Code
المادة (31)	Article (31)	29
الجهل بالأحكام القانونية ليس عذرا.	Ignorance of the law is no excuse.	
المادة (33)	Article (33)	-
النص الخاص يقيد النص العام.	A specific provision takes precedence over a general provision.	
المادة (46)	Article (46)	-
الجواز الشرعي ينافي الضمان.	Legal permissibility precludes liability.	
المادة (48)	Article (48)	43
الضرورات تبيح المحظورات والضرورة تقدر بقدرها	Necessity permits what is forbidden, and necessity is measured by its extent.	

Section 3 - Unlawful exercise of rights

		Old Code
المادة (105)	Article (105)	104
من استعمل حقه استعمالاً مشروعاً لا يضمن ما ينشأ عن ذلك من ضرر للغير	A person who exercises his right lawfully shall not be liable for any damage thereby caused to others	
المادة (106)	Article (106)	106
1 يجب الضمان على من استعمل حقه استعمالاً غير مشروع.	1 A person who exercises his right unlawfully shall be liable.	
2 يكون استعمال الحق غير مشروع:	2 The exercise of a right shall be unlawful:	
أ. إذا توفر قصد التعدي	A. If there is an intentional infringement.	
ب إذا كانت المصالح التي أريد تحقيقها من هذا الاستعمال مخالفة لأحكام القانون أو النظام العام أو الآداب العامة	B. If the interests sought to be achieved by this exercise are contrary to the provisions of the law, public order or public morality.	
ج. إذا كانت المصالح المرجوة لا تتناسب مع ما يصيب الآخرين من ضرر.	C. If the interests sought are disproportionate to the harm caused to others.	
د إذ تجاوز هذا الاستعمال ما جرى عليه العرف والعادة.	D. If such exercise exceeds what is customary and customary practice.	

Section 4 - Obligations

		Old Code
المادة (113)	Article (113)	125
1 العقد هو ارتباط الإيجاب الصادر من أحد المتعاقدين بقبول الآخر وتوافقهما على وجه يثبت أثره في المعقود عليه، ويترتب عليه التزام كل منهما بما وجب عليه للآخر، ويجوز أن تتطابق أكثر من إرادتين على إحداث الأثر القانوني.	1. A contract is an offer made by one party, accepted by the other, and agreed upon in a manner that gives rise to legal effect in the subject matter of the contract; it gives rise to an obligation on each party to fulfil their respective obligations to the other, and it is permissible for more than two parties to agree to bring about this legal effect.	
2 العقد شريعة المتعاقدين، فلا يجوز نقضه ولا تعديله إلا باتفاق الطرفين، أو للأسباب التي يقررها القانون.	2. The contract is the law between the contracting parties; it may not be rescinded or amended except by agreement of both parties, or for reasons prescribed by law.	267

المادة (115)	Article (115)	128
1 تسري على العقود المسماة وغير المسماة القواعد العامة المنصوص عليها في هذا الفصل.	1. The general rules set out in this Chapter shall apply to both specific and non-specific contracts.	
2 تسري القواعد الخاصة ببعض العقود الواردة ضمن الأحكام المتعلقة بكل منها في هذا القانون أو غيره من القوانين.	2. The special rules relating to certain contracts shall apply as set out in the provisions concerning each of them in this Act or in other Acts.	
3 تطبق القواعد العامة فيما لا يتعارض مع القواعد الخاصة	3. The general rules shall apply where they do not conflict with the special rules.	-
المادة (119)	Article (119)	265
1 إذا كانت عبارة العقد واضحة، فلا يجوز العدول عنها عن طريق تفسيرها للتعرف على إرادة المتعاقدين.	1. If the wording of the contract is clear, it is not permissible to depart from it by interpreting it to ascertain the intention of the contracting parties.	
2 إذا كان هناك محل لتفسير العقد، فيجب البحث عن النية المشتركة للمتعاقدين دون التقييد الحرفي بمعنى الألفاظ ويستهدى في ذلك بطبيعة التعامل وبما ينبغي أن يتوفر من أمانة وثقة بين المتعاقدين وفقا للعرف الجاري في المعاملات	2. If there is scope for interpreting the contract, the common intention of the contracting parties should be sought without being restricted to the literal meaning of the words. This should be guided by the nature of the transaction and the expected level of honesty and trust between the contracting parties, in accordance with prevailing custom in such transactions.	
المادة (120)	Article (120)	257-264
1 الأصل في العقد رضا المتعاقدين وما التزمه في التعاقد.	1. The fundamental principle governing a contract is the consent of the contracting parties and what they have agreed upon in the contract.	
2 يفسر الشك لمصلحة المدين، ومع ذلك لا يجوز أن يكون تفسير العبارات الغامضة في عقود الإذعان تفسيراً ضاراً بمصلحة الطرف المدعى.	2. Any ambiguity shall be interpreted in favour of the debtor; however, the interpretation of ambiguous terms in contracts of submission shall not be detrimental to the interests of the submitting party.	
3 العبرة في العقود للمقاصد والمعاني لا للألفاظ والمباني.	3. In contracts, the focus is on the purposes and meanings, not on the wording and structure.	
4 الأصل في الكلام الحقيقية، فلا يجوز حمل اللفظ على المجاز إلا إذا تعذر حمله على معناه الحقيقي.	4. The general rule regarding speech is literal meaning; a word may not be interpreted figuratively unless it is impossible to interpret it literally.	
5 لا عبرة بالدلالة في مقابلة التصريح.	5. Implied meaning shall not prevail over an explicit statement.	
6 إعمال الكلام أولى من إهماله، لكن إذا تعذر إعمال الكلام يهمل.	6. It is preferable to give effect to the words rather than to disregard them; however, if it is impossible to give effect to the words, they shall be disregarded.	

7	ذكر بعض ما لا يتجزأ كذكره كله.	7. Mentioning part of an indivisible whole is equivalent to mentioning the whole.	
8	المطلق يجري على إطلاقه إذا لم يقد دليل التقييد نصاً أو دلالة.	8. An absolute term shall be taken at face value unless there is evidence of restriction, whether explicit or implied.	
9	الوصف في الحاضر لغو وفي الغائب معتبر.	9. A description is irrelevant in the present tense but valid in the past tense.	
10	المعروف بين التجار كالمشروط بينهم.	10. What is customary amongst merchants is deemed to be a condition between them.	
11	يفسر العقد بما يحقق العدالة وحسن النية بين الأطراف.	11. A contract shall be interpreted in a manner that achieves justice and good faith between the parties.	
12	تفسير الالتزامات بحسب الظروف الواقعية المحيطة بالعقد وقت إبرامه.	12. Obligations are to be interpreted in light of the actual circumstances surrounding the contract at the time of its conclusion.	
13	يفسر الغموض أو التعارض لصالح الطرف الذي يحمل عبء الالتزام أو الطرف الأضعف في العقد.	13. Ambiguity or conflict shall be interpreted in favour of the party bearing the burden of the obligation or the weaker party to the contract.	
	المادة (121)	Article (121)	-
1	يجب أن يكون اقتراح المفاوضات قبل التعاقدية وسيرها وقطعها وفق مقتضيات حسن النية.	1. The proposal, conduct and termination of pre-contractual negotiations must be in accordance with the requirements of good faith.	
2	إذا تم التفاوض على العقد، فلا يربط التفاوض التزاماً على الأطراف بإبرام هذا العقد.	2. If negotiations take place regarding a contract, such negotiations do not impose an obligation on the parties to conclude that contract.	
3	يكون من يتفاوض أو ينهي التفاوض بسوء نية مسؤولاً عن تعويض الضرر الفعلي الذي أصاب الطرف الآخر ولا يشمل التعويض المصالح المتوقعة من العقد الذي لم يبرم، أو الفرص الضائعة في تحقيق تلك المصالح ما لم يتفق على غير ذلك.	3. A person who negotiates or ends negotiations in bad faith shall be liable to compensate the other party for the actual damage suffered; such compensation shall not include the benefits expected from the contract that was not concluded, or the lost opportunities to realise those benefits, unless otherwise agreed.	
4	يعتبر من صور سوء النية تعمد عدم الإدلاء ببيان جوهري مؤثر في صحة العقد.	4. It shall be deemed an act of bad faith to wilfully omit to disclose material information affecting the validity of the contract.	
	المادة (122)	Article (122)	-
1	يجب على من يعلم من أطراف المفاوضات أو العقود معلومة لها أهمية حاسمة على رضا الطرف الآخر أن يعلمه بها متى كان جهل الأخير بالمعلومة مفترضا أو كان قد وضع ثقته بالمتعاقد معه، وتعتبر من المعلومات الجوهرية والحاسمة في رضا الأطراف تلك التي	1. Any party to negotiations or contracts who is aware of information of decisive importance to the other party's consent must disclose it to the other party where the latter's ignorance of the information is presumed or where the latter has placed trust in the contracting party. Information that is directly and necessarily related to the subject matter of the contract or the status of the	

لها صلة مباشرة وضرورية بمضمون العقد أو صفة الأطراف.		parties shall be deemed to be material and decisive to the parties' consent.	
2 الإفصاح عن المعلومات الجوهرية والحاسمة هو التزام يقع على طرفي المفاوضات أو التعاقد، يلتزم بموجبه كل طرف ببذل العناية اللازمة لتزويد الطرف الآخر بالمعلومات والبيانات المتعلقة بالمفاوضات أو العقد المراد إبرامه وظروف وملابسات العملية التعاقدية.	2	2. The disclosure of material and decisive information is an obligation incumbent upon both parties to the negotiations or contract, whereby each party undertakes to exercise due care to provide the other party with information and data relating to the negotiations or the contract to be concluded, and to the circumstances and conditions of the contractual process.	
3 على من يدعي من الأطراف إخفاء معلومة وجب إداؤها له إثبات ذلك، ويقع على الطرف الآخر إثبات إعلامه بها.	3	3. A party alleging that information which should have been disclosed to him has been withheld must prove this, and the other party must prove that he disclosed it.	
4 لا يجوز للأطراف الاتفاق على الحد من الالتزام بالإفصاح عن المعلومات الجوهرية والحاسمة أو الإعفاء منه أو استبعاده، ويقع باطلا كل شرط يقضي بغير ذلك، وللطرف المضرور طلب إبطال العقد نتيجة إخلال الطرف الآخر بهذا الالتزام.	4	4. The parties may not agree to limit, exempt or exclude the obligation to disclose material and decisive information; any clause to the contrary shall be void, and the aggrieved party may seek the annulment of the contract as a result of the other party's breach of this obligation.	
المادة (123)		Article (123)	-
يكون مسؤولا وفقا للقواعد العامة كل من يستخدم أو يفشي دون إذن معلومة سرية حصل عليها بمناسبة المفاوضات أو العقد.		Any person who, without authorisation, uses or discloses confidential information obtained in the course of negotiations or the contract shall be liable in accordance with the general rules.	
المادة (125)		Article (125)	
1 الإيجاب والقبول هما كل تعبير عن الإرادة يستعمل لإنشاء العقد وما صدر أولا فهو إيجاب وما صدر ثانيا فهو قبول	1	1. An offer and an acceptance are any expressions of intent used to create a contract; the first to be made is the offer and the second is the acceptance.	
2 ينعقد العقد بمجرد ارتباط الإيجاب بالقبول وتوافقهما مع مراعاة ما قد يقرره القانون من أوضاع معينة لانعقاده.	2	2. The contract is concluded as soon as the offer is linked to the acceptance and they are in agreement, subject to any specific conditions for its conclusion that may be prescribed by law.	
3 إذا صدر أكثر من إيجاب قبل القبول، فالعبرة بالإيجاب الأخير.	3	3. If more than one offer is made prior to acceptance, the last offer shall prevail.	138
4 إذا اقترن القبول بما يزيد في الإيجاب أو يقيد أو يعدل فيه، اعتبر رفضا يتضمن إيجابا جديدا.	4	4. If acceptance is accompanied by a condition that increases, restricts or modifies the offer, it shall be deemed a rejection containing a new offer.	
5 صدور القبول بعد سقوط الإيجاب لا ينعقد به العقد، ولكنه يعتبر إيجابا جديدا.	5	5. If acceptance is given after the offer has lapsed, the contract is not concluded thereby, but it shall be deemed a new offer.	136

المادة (130)	Article (130)	139
1 إذا عين ميعاد للقبول، التزم الموجب بالبقاء على إيجابه إلى أن ينقضي هذا الميعاد.	1. If a time limit for acceptance has been specified, the offeror is bound to maintain the offer until that time limit expires.	
2 إذا لم يعين ميعاد للقبول، يستخلص الميعاد من ظروف الحال أو من طبيعة المعاملة أو العرف.	2. If no time limit for acceptance has been specified, the time limit shall be inferred from the circumstances of the case, the nature of the transaction or custom.	
3 إذا عدل الموجب عن إيجابه قبل انقضاء الميعاد، جاز لمن وجه إليه الإيجاب أن يطالب بالتعويض عما لحقه من ضرر دون أن يشمل ذلك ما فاتته من كسب متوقع من انعقاد العقد.	3. If the offeror revokes the offer before the expiry of the time limit, the offeree may claim compensation for the damage suffered, excluding any loss of expected profit arising from the conclusion of the contract.	
المادة (138)	Article (138)	-
الاتفاق الإطاري عقد يحدد المتعاقدان بمقتضاه البنود الأساسية التي تخضع لها العقود التي يبرماتها فيما بينهم وفقا لأحكام هذا الاتفاق، ويعتبر هذا الاتفاق جزءا من تلك العقود، ما لم يتفق على غير ذلك صراحة أو ضمنا.	A framework agreement is a contract whereby the contracting parties determine the basic terms to which the contracts they conclude between themselves shall be subject in accordance with the provisions of this agreement; this agreement shall be deemed to form part of those contracts, unless otherwise expressly or impliedly agreed.	
المادة (162)	Article (162)	195
1 إذا وقع المتعاقد في غلط جوهري جاز له أن يطلب إبطال العقد إن كان المتعاقد الآخر قد وقع مثله في هذا الغلط، أو كان على علم به، أو كان من السهل عليه أن يتبينه.	1. If a contracting party has committed a fundamental error, he may request the annulment of the contract if the other contracting party has also committed the same error, or was aware of it, or could easily have discovered it.	
2 يجوز في عقود التبرعات طلب إبطال العقد دون اعتبار لعلم المتعاقد الآخر أو مشاركته في الغلط.	2. In contracts of donation, a request for the annulment of the contract may be made regardless of the other contracting party's knowledge or involvement in the mistake.	
المادة (163)	Article (163)	-
يكون الغلط جوهريا إذا بلغ من الجسامه بحيث يمتنع معه المتعاقد عن إبرام العقد لو لم يقع فيه، ويعتبر الغلط جوهريا على وجه الخصوص:	A mistake is fundamental if it is so serious that the contracting party would not have entered into the contract had it not occurred; a mistake is considered fundamental in particular:	
1 إذا وقع في صفة مرغوبة في الشيء تكون جوهريا في اعتبار المتعاقدين، أو يجب اعتبارها كذلك بما يحيط العقد من ظروف ولما ينبغي في التعامل من حسن النية.	1. If the mistake relates to a desirable quality of the subject matter which is essential in the view of the contracting parties, or which must be regarded as such in view of the circumstances surrounding the contract and the good faith required in the transaction.	

2	إذا وقع الغلط في ذات المتعاقد أو في صفة من صفاته، وكانت تلك الذات أو الصفة السبب الرئيس في التعاقد.	2. If the mistake relates to the person of the contracting party or to one of their characteristics, and that person or characteristic was the principal reason for the contract.	
	المادة (166)	Article (166)	197
	ليس لمن وقع في غلط أن يتمسك به على وجه يتعارض مع ما يقضي به حسن النية، ويكون ملزماً بالعقد الذي قصد إبرامه إذا أظهر المتعاقد الآخر استعداده لتنفيذه.	A party who has made an error may not rely upon it in a manner contrary to good faith, and shall be bound by the contract which he intended to conclude if the other contracting party has shown a willingness to perform it.	
	المادة (182)	Article (182)	-
	إذا لم يتفق أطراف العقد على جودة محل التعاقد ولا يمكن امتحان ذلك من العرف أو طبيعة المعاملة، التزم المدين بأن يسلم محل العقد بجودة تتفق مع التوقعات المشروعة للأطراف مع مراعاة طبيعة المحل والأعراف ومقدار المقابل.	If the parties to the contract have not agreed on the quality of the subject-matter of the contract and this cannot be inferred from custom or the nature of the transaction, the debtor shall be obliged to deliver the subject-matter of the contract in a quality consistent with the legitimate expectations of the parties, taking into account the nature of the subject-matter, customs and the amount of the consideration.	
	المادة (184)	Article (184)	206
1	يجوز أن يتضمن العقد شرطاً يرتضيه المتعاقدان، ما لم يكن هذا الشرط مخالفاً للقانون أو النظام العام أو الآداب العامة.	1. A contract may contain a term agreed upon by the contracting parties, provided that such term is not contrary to the law, public order or public morality.	
2	إذا تضمن العقد شرطاً مخالفاً للقانون أو النظام العام أو الآداب العامة، بطل الشرط وحده، وللمتعاقد طلب إبطال العقد إذا تبين أنه ما كان ليرضى بالعقد دون ذلك الشرط.	2. If the contract contains a term contrary to the law, public order or public morality, that term alone shall be void, and a contracting party may request the annulment of the contract if it transpires that they would not have agreed to the contract without that term.	
	المادة (221)	Article (221)	246
1	يجب تنفيذ العقد طبقاً لم اشتمل عليه وبطريقة تتفق مع ما يوجبه حسن النية.	1. A contract must be performed in accordance with its terms and in a manner consistent with good faith.	
2	لا يقتصر العقد على إلزام المتعاقد بما ورد فيه، ولكن يشمل ما هو من مستلزماته وفقاً للقانون والعرف، وبحسب طبيعة الالتزام.	2. A contract is not limited to binding the contracting party to its terms, but also includes what is required by law and custom, and according to the nature of the obligation.	

<p>3 في العقود المعدة على نماذج لتوحيد تنظيم العلاقات التعاقدية، تقدم الشروط المضافة إلى تلك النماذج على الشروط الأصلية ولو لم تشطب الأخيرة، ما لم ينص القانون على عدم جواز مخالفة الشروط الأصلية.</p>	<p>3. In contracts drawn up on standard forms for the standardisation of contractual relations, the terms added to those forms shall take precedence over the original terms, even if the latter have not been struck out, unless the law provides that the original terms may not be contravened.</p>	
<p>المادة (224)</p>	<p>Article (224)</p>	<p>249</p>
<p>إذا طرأت ظروف استثنائية عامة لم يكن في الوسع توقعها وقت التعاقد، وترتب على حدوثها أن تنفيذ الالتزام التعاقدى صار مرهقا للمدين بحيث يهدده بخسارة فادحة، جاز للمحكمة تبعا للظروف وبعد الموازنة بين مصلحة الطرفين أن ترد الالتزام المرهق إلى الحد المعقول أو أن تحكم بفسخ العقد، ويقع باطلا كل اتفاق يقضى خلاف ذلك.</p>	<p>If exceptional public circumstances arise which could not have been foreseen at the time of contracting, and the occurrence of which renders the performance of the contractual obligation so onerous for the debtor as to threaten him with grave loss, the court may, having regard to the circumstances and after weighing the interests of the parties, reduce the onerous obligation to a reasonable extent or order the dissolution of the contract; any agreement to the contrary shall be void.</p>	
<p>المادة (233)</p>	<p>Article (233)</p>	<p>268</p>
<p>1 للمتعاقدین أن يتقايلا العقد برضاها بعد انعقاده.</p>	<p>1. The contracting parties may terminate the contract by mutual consent after it has been concluded.</p>	
<p>2 تخضع الإقالة للشروط العامة للعقد.</p>	<p>2. Termination is subject to the general terms of the contract.</p>	
<p>3 تجوز الإقالة في بعض العقود عليه بما يقابله من عوض.</p>	<p>3. Termination is permitted in respect of certain contractual obligations, provided that appropriate compensation is paid.</p>	
<p>4 يشترط لصحة الإقالة في كل العقود عليه، إمكان عودة المتعاقدين إلى الحالة التي كانا عليها قبل التعاقد</p>	<p>4. For the termination to be valid in all cases, it must be possible for the contracting parties to return to the position they were in prior to the contract.</p>	
<p>5 الإقالة في حق المتعاقدين فسخ، وفي حق الغير عقد جديد.</p>	<p>5. Termination constitutes rescission as regards the contracting parties, and a new contract as regards third parties.</p>	
<p>المادة (234)</p>	<p>Article (234)</p>	<p>272</p>
<p>1 في العقود الملزمة للجانبين، إذا لم يوف أحد المتعاقدين بالتزامه عند حلول الأجل، جاز للمتعاقد الآخر بعد إذار المدين أن يطلب من المحكمة الحكم له بتنفيذ العقد أو فسخه.</p>	<p>1. In contracts binding on both parties, if one of the contracting parties fails to fulfil their obligation when it becomes due, the other contracting party may, after giving notice to the debtor, apply to the court for an order requiring performance of the contract or for its dissolution.</p>	

2	يجوز للمحكمة أن تلزم المدين بالتنفيذ أو أن تمنحه أجلا إذا اقتضت الظروف ذلك، كما يجوز لها أن ترفض الفسخ إذا ثبت لها أن المدين تونق الفسخ بالوفاء بالتزامه، أو إذا كان ما لم يف به المدين قليل الأهمية بالنسبة إلى الالتزام في جملته.	2. The court may order the debtor to perform or grant him a further period if circumstances so require; it may also refuse to dissolve the contract if it is satisfied that the debtor has avoided dissolution by fulfilling his obligation, or if the part of the obligation not fulfilled by the debtor is of minor importance in relation to the obligation as a whole.	
3	في جميع الأحوال، للمحكمة أن تحكم بالتعويض إذا كان له مقتضى.	3. In all cases, the court may award damages where warranted.	
	المادة (236)	Article (236)	273
1	في العقود الملزمة للجانبين إذا طرأت قوة قاهرة تجعل تنفيذ الالتزام مستحيلا انقضت معه الالتزامات المقابلة له، وينفسخ العقد من تلقاء نفمه.	1. In contracts binding on both parties, if a force majeure event occurs that renders the performance of an obligation impossible, the corresponding obligations shall lapse, and the contract shall be automatically dissolved.	
2	إذا أصبح الالتزام مستحيلا في جزء منه، جاز لأي من المتعاقدين التمسك بانقضاء ما يقابله من التزام أو أن يطلب من المحكمة فسخ العقد	2. If the obligation becomes impossible to perform in part, either party may rely on the termination of the corresponding obligation or apply to the court for the contract to be dissolved.	
3	إذا كانت الاستحالة وقتية في العقود المستمرة، جاز لأي من المتعاقدين التمسك بانقضاء ما يقابله من التزام أو تعديل العقد أو أن يطلب من المحكمة فسخ العقد	3. If the impossibility is temporary in continuing contracts, either party may claim the termination of the corresponding obligation, amend the contract, or apply to the court for the contract to be dissolved.	

Section 5 - Tort

			Old Code
	المادة (257)	Article (257)	296
	يقع باطلا كل شرط يقضي بالإعفاء أو التخفيف من المسؤولية المترتبة على الفعل الضار، ومع ذلك يجوز اشتراط تشديد هذه المسؤولية، ما لم ينص القانون على غير ذلك.	Any clause providing for the exemption from or reduction of liability arising from a harmful act shall be void; however, a clause providing for the increase of such liability shall be valid, unless the law provides otherwise.	

Section 6 - Consequences of obligations

		Old Code
المادة (339)	Article (339)	389
إذا لم يكن التعويض مقدر في القانون أو في العقد، قدرته المحكمة بما يساوي الضرر الواقع فعلا	If compensation is not specified in law or in the contract, the court shall assess it at an amount equal to the actual damage incurred.	
المادة (340)	Article (340)	390
1 يجوز للمتعاقدین أن يحددا مقدما قيمة التعويض بالنص عليها في العقد أو في اتفاق لاحق، مع مراعاة أحكام القانون.	1. The contracting parties may determine the amount of compensation in advance by stipulating it in the contract or in a subsequent agreement, subject to the provisions of the law.	
2 يجوز للمحكمة أن تخفض من مقدار التعويض الاتفاقي، إذا أثبت المدين أن التقدير كان مبالغا فيه أو أن الالتزام الأصلي قد نفذ جزء منه.	2. The court may reduce the amount of the agreed compensation if the debtor proves that the estimate was excessive or that part of the original obligation has been performed.	
3 يجوز للمحكمة أن تخفض من مقدار التعويض الاتفاقي، إذا كان الدائن قد اشترك بخطئه في إحداث الضرر أو زاد فيه، أو ألا تحكم بالتعويض إذا استغرق خطأ الدائن خطأ المدين	3. The court may reduce the amount of the agreed compensation if the creditor has contributed to the damage through his own fault or has increased it, or may not award compensation if the creditor's fault absorbs the debtor's fault	
4 يجوز للدائن أن يطالب بأكثر من مقدار التعويض الاتفاقي، إذا أثبت أن المدين قد ارتكب غشا أو خطأ جسيما	4. The creditor may claim more than the agreed compensation if he proves that the debtor has committed fraud or serious fault.	
5 يقع باطلا كل اتفاق يخالف أحكام هذه المادة.	5. Any agreement contrary to the provisions of this Article shall be void.	

Section 7 - Extinction of obligations

		Old Code
المادة (431)	Article (431)	475
لا تسمع دعوى المطالبة عند الإنكار بانقضاء (3) ثلاث سنوات بغير عذر مقبول على الحقوق الآتية:	No action shall be heard where the claim is denied after the lapse of three (3) years without a valid excuse in respect of the following rights:	
1 حقوق الأطباء والصيادلة والمحامين والمهندسين والخبراء والأساتذة والمعلمين والوسطاء على أن تكون هذه الحقوق مستحقة لهم عما أدوه من أعمال مهنتهم وما أنفقوه من مصروفات.	1. The rights of doctors, pharmacists, lawyers, engineers, experts, professors, teachers and mediators, provided that such rights are due to them in respect of the professional services they have rendered and the expenses they have incurred.	
2 ما يستحق رده من الضرائب والرسوم إذا دفعت بغير حق، دون الإخلال بالأحكام الواردة في القوانين الخاصة.	2. Taxes and fees due for refund if paid without justification, without prejudice to the provisions contained in special laws.	

المادة (441)	Article (441)	485
1 إذا انقطعت المدة المقررة لعدم سماع الدعوى، بدأت مدة جديدة كالمدة الأولى.	1. If the prescribed limitation period is interrupted, a new period shall commence, equal in duration to the first.	
2 إذا حكم بالدين وحاز الحكم قوة الأمر المقضي أو إذا كان الدين مما لا تسمع به الدعوى بمرور سنة واحدة وانقطعت المدة بإقرار المدين، كانت مدة عدم السماع الجديدة (15) خم عشرة سنة، إلا أن يكون الدين المحكوم به متضمنا لالتزامات دورية متجددة لا تستحق الأداء إلا بعد صدور الحكم.	2. If a judgment is rendered on the debt and the judgment has become final, or if the debt is one for which the claim lapses after one year and the limitation period has been interrupted by the debtor's admission, the new limitation period shall be fifteen years, unless the debt for which judgment has been rendered involves periodic, recurring obligations that are not due for payment until after the judgment has been issued.	

Section 8 - Contracts for work (*muqawala*)

		Old Code
المادة (814)	Article (814)	873
1 يجوز أن يقتصر الاتفاق في عقد المقاوله على أن يلتزم المقاول بتقديم عمله، وعلى أن يقدم صاحب العمل المواد التي يستخدمها أو يستعين بها المقاول في القيام بعمله.	1. The agreement in a contract for work may be limited to the contractor undertaking to perform the work, and the employer undertaking to supply the materials used or required by the contractor in carrying out the work.	
2 يجوز أن يقتصر الاتفاق في عقد المقاوله على أن يلتزم المقاول بتقديم المواد كلها أو بعضها إلى جانب التزامه بالعمل	2. The agreement in a contract for work may be limited to the contractor's obligation to supply all or some of the materials, in addition to his obligation to perform the work.	
المادة (815)	Article (815)	875(1)
إذا تعهد المقاول بتقديم مواد العمل كلها أو بعضها وجب تقديمها وفقاً لشروط العقد إذا وجدت وإلا فطبقاً للعرف الجاري، وكان مسؤولاً عن جودتها وعليه ضمانتها لصاحب العمل	If the contractor undertakes to supply all or part of the materials for the work, they must be supplied in accordance with the terms of the contract, if any, or otherwise in accordance with current practice; the contractor shall be responsible for their quality and must guarantee them to the employer.	
المادة (816)	Article (816)	875(2)
1 إذا كان صاحب العمل هو الذي قدم مادة العمل، التزم المقاول بالمحافظة عليها بعناية الشخص المعتاد، وأن يرد إلى صاحب عمله الأصول الفنية، وأن يرد إلى صاحب العمل ما تهق منها وعليه ضمانها أو ما تبقى منها إذا أتلقت أو تعيبت أو فقدت تحت يده بسبب يرجع إليه.	1. If the employer has supplied the materials for the work, the contractor is obliged to preserve them with the care of a reasonable person, to observe technical standards in his work, and to return to the employer any surplus materials, for which he is liable, or any remaining materials if they are damaged, defective or lost whilst in his possession for reasons attributable to him.	

<p>2 إذا صارت المواد المقدمة من صاحب العمل بعضها أو كلها غير صالحة للاستعمال بسبب إهمال المقاول، التزم المقاول برد قيمتها إلى صاحب العمل مع التعويض إن كان له مقتضى</p>	<p>2. If some or all of the materials supplied by the employer become unfit for use due to the contractor's negligence, the contractor shall be obliged to reimburse the employer for their value, together with compensation if applicable</p>	
<p>3 إذا حدثت أو ظهرت أثناء تنفيذ العمل عيوب في المواد التي قدمها صاحب العمل أو قامت عوامل أخرى من شأنها أن تعوق تنفيذ العمل في أحوال ملائمة، وجب على المقاول أن يخطر فوراً صاحب العمل بذلك فإذا أهمل في الإخطار كان مسؤولاً عن كل ما ترتب على إهماله من نتائج</p>	<p>3. If, during the execution of the work, defects occur or become apparent in the materials supplied by the employer, or if other factors arise that are likely to hinder the execution of the work under normal circumstances, the contractor must immediately notify the employer thereof; if he fails to give such notice, he shall be liable for all consequences arising from his failure to do so.</p>	
<p>المادة (818)</p>	<p>Article (818)</p>	<p>877</p>
<p>1 يجب على المقاول إنجاز العمل وفقاً لشروط العقد وفي المدة المتفق عليها، فإن لم تكن هناك شروط أو لم يتفق على مدة التزم بإنجازه وفقاً للأصول المتعارف عليها وفي المدة المعقولة التي تقتضيها طبيعة العمل.</p>	<p>1. The contractor must complete the work in accordance with the terms of the contract and within the agreed period; if there are no terms or no period has been agreed, he shall complete it in accordance with accepted practice and within a reasonable period required by the nature of the work.</p>	
<p>2 إذا تبين أثناء العمل أن المقاول يقوم به على وجه معيب أو مناف لشروط العقد، جاز لصاحب العمل إعداره بالالتزام بهذه الشروط وتصحيح الأعمال المخالفة ضمن مدة معقولة يحددها له، فإذا انقضت هذه المدة دون تصحيح، جاز لصاحب العمل بعد إثبات الحالة فسخ العقد، أو أن يعهد إلى مقاول آخر بتمام العمل أو تصحيحه على نفقة المقاول الأول.</p>	<p>2. If it transpires during the course of the work that the contractor is carrying it out in a defective manner or in breach of the terms of the contract, the employer may give notice requiring compliance with those terms and the rectification of the defective work within a reasonable period specified by the employer; if this period expires without rectification, the employer may, after establishing the facts, terminate the contract, or entrust another contractor with the completion or rectification of the work at the expense of the first contractor.</p>	
<p>3 يجوز لصاحب العمل أن يطلب فسخ العقد في الحال دون حاجة إلى تحديد أجل، إذا كان إصلاح ما في طريقة التنفيذ من عيوب مستحيلاً أو منافياً لشروط العقد أو إذا تأخر المقاول في البدء في تنفيذ العمل أو في إنجازه تأخيراً لا يرجى معه مطلقاً أن يتمكن من القيام به في المدة المتفق عليها أو إذا اتخذ مسلكاً ينم عن نيته في عدم تنفيذ التزامه أو أتى المقاول فعلاً من شأنه أن يجعل تنفيذ الالتزام مستحيلاً.</p>	<p>3. The employer may request immediate termination of the contract without the need to specify a notice period, if rectifying a defect in the manner of performance is impossible or contrary to the terms of the contract; or if the contractor delays in commencing or completing the work to such an extent that there is absolutely no prospect of him being able to complete it within the agreed period; or if he acts in a manner indicating his intention not to fulfil his obligation; or if the contractor actually does something that renders the performance of the obligation impossible.</p>	

المادة (821)	Article (821)	880
<p>1 إذا كان محل عقد المقاولة إقامة مبان أو منشآت ثابتة أخرى يضع المهندس تصميمها على أن ينفذها المقاول تحت إشرافه كانا مسؤولين بالتضامن عما يحدث خلال (10) عشر سنوات من تهدم كلي أو جزئي فيما شيده من مبان أو أقاموه من منشآت ثابتة أخرى، ولو كان التهدم ناشئا عن عيب في الأرض التي أقيمت عليها أو كان صاحب العمل قد أجاز إقامتها معيبة، ما لم يكن المتعاقدان في هذه الحالة قد أرادا أن تبقى هذه المنشآت أو المباني مدة أقل من (10) عشر سنوات.</p>	<p>1. If the subject matter of the contract of work is the erection of buildings or other permanent structures, the design of which is drawn up by the engineer to be executed by the contractor under his supervision, they shall be jointly and severally liable for any total or partial collapse occurring within ten (10) years of the buildings or other permanent structures erected by them, even if the collapse arises from a defect in the land on which they were erected or the employer has accepted their erection in a defective state, unless the contracting parties in this case intended for such structures or buildings to remain standing for a period of less than ten (10) years.</p>	
<p>2 يشمل الضمان المنصوص عليه في الفقرة (1) من هذه المادة، ما يوجد في المباني والمنشآت من عيوب يترتب عليها تهديد متانة البناء وسلامته.</p>	<p>2. The warranty provided for in paragraph (1) of this Article shall cover any defects in the buildings and structures that threaten the soundness and safety of the construction.</p>	
<p>3 تبدأ مدة الضمان من وقت تسلم صاحب العمل له.</p>	<p>3. The warranty period shall commence from the time of handover to the employer.</p>	
<p>4 لا تسري أحكام هذه المادة على ما قد يكون للمقاول من حق الرجوع على المقاولين من الباطن.</p>	<p>4. The provisions of this Article shall not apply to any right of recourse the contractor may have against subcontractors.</p>	
المادة (822)	Article (822)	881
<p>1 إذا اقتصر عمل المهندس على وضع تصميم البناء أو الإنشاء أو جانب منه، كان مسؤولا عن العيوب التي ترجع إلى التصميم أو الإنشاء الذي وضعه دون العيوب التي ترجع إلى طريقة التنفيذ.</p>	<p>1. If the engineer's work is limited to the design of the building or construction, or part thereof, he shall be liable for defects attributable to the design or construction he has prepared, but not for defects attributable to the method of execution.</p>	
<p>2 إذا اقتصر عمل المهندس على الإشراف على التنفيذ أو على جانب منه، كان مسؤولا عن عيوب التنفيذ الواقعة تحت إشرافه بالتضامن مع المقاول.</p>	<p>2. If the engineer's work is limited to supervising the execution or a part thereof, he shall be liable for defects in the execution occurring under his supervision jointly and severally with the contractor.</p>	
المادة (827)	Article (827)	-
<p>إذا كان العمل مكونا من عدة أجزاء أو كان البذل محدد على أساس الوحدة، التزم صاحب العمل بأن يفي للمقاول من البذل بقدر ما أنجزه من العمل بعد معاينته وتقبله، على أن يكون ما تم إنجازه متميزا أو قسما ذا أهمية بالنسبة إلى العمل في جملته، ما لم يتفق على غير ذلك.</p>	<p>Where the work consists of several parts or the remuneration is determined on a unit basis, the employer shall be obliged to pay the contractor a proportion of the remuneration corresponding to the work completed, after inspecting and accepting it, provided that the work completed is distinct or constitutes a significant part of the work as a whole, unless otherwise agreed.</p>	

المادة (828)	Article (828)	886
<p>1 إذا أبرم العقد بمقتضى مقايضة على أساس الوحدة وتبين في أثناء العمل أنه من الضروري لتنفيذ التصميم المتفق عليه مجاوزة المقايضة المقدرة مجاوزة غير مرهقة، وجب على المقاول أن يخطر صاحب العمل مبيناً مقدار ما يتوقعه من زيادة في البدل، فإن لم يفعل سقط حقه في استرداد ما جاوز به قيمة المقايضة نفقات.</p>	<p>1. If the contract is concluded on the basis of a unit-based estimate and it becomes apparent during the course of the work that, in order to fulfil the agreed design, it is necessary to exceed the estimated cost by a reasonable margin, the contractor must notify the employer, specifying the amount of the increase in remuneration he expects; if he fails to do so, he forfeits his right to recover the expenses exceeding the estimated cost.</p>	
<p>2 إذا كانت المجاوزة التي يقتضيها تنفيذ التصميم مرهقة، جاز لصاحب العمل أن يتحلل من العقد ويوقف التنفيذ على أن يكون ذلك دون إبطاء مع إيفاء المقاول قيمة ما أنجزه من الأعمال المقدرة وفقاً لشروط العقد أو أن يطلب من المقاول الاستمرار في التنفيذ مع التزامه بدفع قيمة الزيادة في البدل</p>	<p>2. If the excess required to implement the design is burdensome, the employer may terminate the contract and suspend performance, provided that this is done without delay and the contractor is paid for the work already completed in accordance with the terms of the contract, or the employer may request the contractor to continue performance whilst undertaking to pay the increase in the remuneration.</p>	
المادة (829)	Article (829)	887
<p>1 إذا تم عقد المقاولة بموجب تصميم متفق عليه مقابل أجر مقطوع، فليس للمقاول أن يطالب بأي زيادة في الأجر ولو ارتفعت أسعار المواد المستخدمة في العمل أو ارتفعت أجور العمال أو غيرها من النفقات.</p>	<p>1. If the contract is concluded on the basis of an agreed design for a fixed fee, the contractor shall not be entitled to claim any increase in the fee, even if the prices of materials used in the work, workers' wages or other expenses rise.</p>	
<p>2 ليس للمقاول إذا حدث في التصميم تعديل أو إضافة، أن يطالب بأي زيادة في الأجر إلا إذا كان ذلك راجعاً إلى خطأ صاحب العمل أو كان بإذنه واتفق مع المقاول على الزيادة في الأجر.</p>	<p>2. If any alteration or addition is made to the design, the contractor shall not be entitled to claim any increase in remuneration unless this is attributable to a fault on the part of the employer or was done with the employer's consent and the employer agreed with the contractor to the increase in remuneration.</p>	
<p>3 إذا انهار التوازن العقدي بين التزامات كل من صاحب العمل والمقاول بسبب ظروف استثنائية عامة لم يكن في الواسع توقعها وقت التعاقد وتداعى بذلك الأسام الذي قام عليه التقدير المالي لعقد المقاولة، فللمحكمة تبعاً للظروف بعد الموازنة بين مصلحة الطرفين أن تقضي بإعادة التوازن العقدي، بما في ذلك تمديد مدة التنفيذ أو زيادة الأجر أو إنقاظه أو أن تقضي بفسخ العقد</p>	<p>3. If the contractual balance between the obligations of the employer and the contractor is disrupted due to exceptional public circumstances that could not have been foreseen at the time of contracting, thereby undermining the basis upon which the financial assessment of the contract was made, the court may, depending on the circumstances and after weighing the interests of both parties, order the restoration of the contractual balance, including extending the duration of performance, increasing or reducing the</p>	(249)

	remuneration, or ordering the dissolution of the contract.	
المادة (831)	Article (831)	889
1 يستحق المهندس بدلا مستقلا عن وضع التصميم وعمل المقياسية، وآخر عن إدارة العمل والإشراف على تنفيذه، ما لم يتفق على غير ذلك.	1. The engineer shall be entitled to a separate fee for the preparation of the design and the carrying out of the survey, and another for the management of the work and supervision of its execution, unless otherwise agreed.	
2 إذا لم يحدد العقد هذه البدلات، استحق المهندس بدل المثل.	2. If the contract does not specify these fees, the engineer shall be entitled to an appropriate fee.	
3 إذا لم يتم العمل بمقتضى التصميم الذي وضعه المهفدم، وجب تقدير البديل بحسب أجر المثل.	3. If the work is not carried out in accordance with the design prepared by the engineer, the fee shall be assessed on the basis of an appropriate fee.	
المادة (836)	Article (836)	-
1 يجوز لصاحب العمل أن يتحلل من العقد ويوقف التنفيذ في أي وقت قبل إتمامه، على أن يعوض المقاول عن جميع ما أنفقه من المصروفات، وما أنجزه من الأعمال وما كان يستطيع كسبه لو أنه أتم العمل.	1. The employer may withdraw from the contract and suspend performance at any time prior to its completion, provided that he compensates the contractor for all expenses incurred, the work completed, and what he would have earned had he completed the work.	
2 يجوز للمحكمة أن تخفض التعويض المستحق عما فات المقاول من كسب إذا كانت الظروف تجعل هذا التخفيض عادلا، ويتعين عليها بوجه خاص أن تنقص منه ما يكون المقاول قد اقتصده من جراء تحلل صاحب العمل من العقد وما يكون قد كسبه باستخدام وقته في أمر آخر	2. The court may reduce the compensation due for the contractor's loss of earnings if the circumstances make such a reduction fair; in particular, it shall deduct from it any savings the contractor may have made as a result of the employer's termination of the contract and any gains he may have made by using his time for other purposes.	
المادة (837)	Article 837	-
1 إذا هلك الشيء بسبب قوة قاهرة قبل تسليمه لصاحب العمل، فليس للمقاول أن يطالب ببديل عمله ولا برد نفقاته، ويكون هلاك الشيء على من قام بتوريده من المتعاقدين.	1. If an item is destroyed by force majeure before it is handed over to the employer, the contractor shall not be entitled to claim payment for his work or reimbursement of his expenses, and liability for the destruction of the item shall lie with the party who supplied it from among the contracting parties.	
2 إذا هلك الشيء بعد أن أعذر صاحب العمل المقاول بأن يتسلمه، أو كان راجعا إلى خطأ المقاول، كان لصاحب العمل الحق في التعويض.	2. If the item is destroyed after the employer has given the contractor notice to take delivery of it, or if the destruction is attributable to the contractor's fault, the employer shall be entitled to compensation.	

<p>3 إذا هلك الشيء بعد أن أعذر المقاول صاحب العمل بأن يتسلمه، أو كان راجعاً إلى خطأ صاحب العمل، كان للمقاول الحق في البذل والتعويض عند الاقتضاء</p>	<p>3. If the item is destroyed after the contractor has given the employer notice to take delivery of it, or if the destruction is attributable to the employer's fault, the contractor shall be entitled to the price and damages where appropriate</p>	
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APPENDIX 2
OLD vs NEW ARTICLE NUMBERS
(Old Articles 1-70 + 95-390 + 468-488 + 872-896)

Old Code	New Code	Comparison
1	1	Essentially the same
2	2	Essentially the same
3	3	Materially different
4	4	Essentially the same
5	5	Identical
6	6	Essentially the same
7(1)	7(1)	Essentially the same
8	8	Identical
9	9	Essentially the same
10	10	Identical
11	11	Essentially the same
12(1)	12	Identical
13	13	Essentially the same
14	14	Essentially the same
15	15	Identical
16	16	Identical
17(1)	17(1)	Essentially the same
17(2)	17(2)	Materially different
18	18	Essentially the same
19	19	Materially different
20	20(2)	Essentially the same
21	21	Essentially the same
22	22	Essentially the same
23	23	Essentially the same
24	26	Materially different
25	27	Essentially the same
26	28	Essentially the same
27	29	Materially different
28	30	Essentially the same
29	32	Materially different
30	33	Identical
31	35	Identical
32	36	Identical

Old Code	New Code	Comparison
33	37	Essentially the same
34	38	Essentially the same
35	39	Essentially the same
36	40	Identical
37	41	Essentially the same
38	42	Identical
39	30	Identical
40	43	Identical
41	44	Essentially the same
42	45	Identical
43	48	Essentially the same
44	50	Identical
45	49	Identical
46	51	Identical
47	54	Identical
48	55	Essentially the same
49	56	Identical
50	52	Identical
51	53	Identical
52	57	Identical
53	58	Identical
54	59	Identical
55	60	Essentially the same
56	61	Identical
57	62	Identical
58		No equivalent
59		No equivalent
60	63	Identical
61	64	Identical
62	65	Identical
63	66	Identical
64	68	Identical
65	68	Identical

Old Code	New Code	Comparison
66	69	Essentially the same
67	69	Essentially the same
68		No equivalent
69	70	Identical
70	71	Identical
...		
95	96	Essentially the same
96	97	Essentially the same
97	98	Identical
98	99	Identical
99	100	Essentially the same
100	101	Essentially the same
101	102	Identical
102	103	Essentially the same
103	104(1)	Essentially the same
104	105	Materially different
105	47	Identical
106	106	Materially different
107	107	Identical
108	108	Identical
109	109	Identical
110	110	Materially different
111	111	Materially different
112		No equivalent
113		No equivalent
114		No equivalent
115		No equivalent
116		No equivalent
117		No equivalent
118		No equivalent
119		No equivalent
120		No equivalent
121		No equivalent
122		No equivalent
123		No equivalent
124	112	Identical
125	113	Identical
126	114	Materially different
127	145	No equivalent
128	115	Materially different
129	124	Materially different

Old Code	New Code	Comparison
130	125(2)	Essentially the same
131	125(1)	Essentially the same
132	126	Materially different
133		No equivalent
134	127	Materially different
135	128	Materially different
136		No equivalent
137		No equivalent
138	125(3)	Materially different
139	130	Materially different
140	125(4)	Materially different
141	131	Essentially the same
142	132(2)	Materially different
143		No equivalent
144	133	Materially different
145	134	Identical
146	135	Essentially the same
147	136	Essentially the same
148(1)	137(1)	Materially different
148(2)	137(2)	Identical
149	139(1)	Materially different
150	139	Materially different
151	140	Essentially the same
152(1)	141(1)	Identical
153	142	Identical
154	143	Identical
155	144	Identical
156	145	Identical
157	146	Identical
158	147	Identical
159	148	Materially different
160(1)	149(1)	Materially different
160(2)	149(1)	Materially different
160(3)		No equivalent
161	149(3)	Materially different
162		No equivalent
163	149	Materially different
164	150	Essentially the same
165	151	Identical
166	152(1)	Identical
167		No equivalent

Old Code	New Code	Comparison
168	154	Materially different
169		No equivalent
170(1)	155	Materially different
170(2)	193(1)	Materially different
171	156	Materially different
172	157	Identical
173	158(1)	Materially different
174	159	Materially different
175	160	Materially different
176	167(1)	Essentially the same
177	167(2)	Identical
178		No equivalent
179	167(3)	Identical
180	168(2)	Materially different
181		No equivalent
182	169	Materially different
183		No equivalent
184	169	Materially different
185	170	Identical
186	171	Identical
187	172	Materially different
188	173(2)	Materially different
189	175	Materially different
190	176	Materially different
191	177	Materially different
192	178	Materially different
193		No equivalent
194	161	Essentially the same
195	162	Materially different
196	164	Materially different
197	165	Essentially the same
198	166	Materially different
199	180(1)	Identical
200	180(2)	Materially different
201	181	Materially different
202	180(4)	Materially different
203		No equivalent
204	183	Essentially the same
205	181	Materially different
206	184	Materially different
207(1)	185(1)	Identical

Old Code	New Code	Comparison
207(2)	185	Materially different
208	185	Materially different
209	186	Essentially the same
210	187	Essentially the same
211	193	Materially different
212		No equivalent
213	188(1)	Essentially the same
214	189(1)	Essentially the same
215	199	Materially different
216		No equivalent
217		No equivalent
218(1)	194	Identical
218(2)	194	Identical
219	195	Essentially the same
220	196	Identical
221	197	Essentially the same
222	198	Identical
223	199	Identical
224	200	Identical
225	201	Essentially the same
226	202	Identical
227	203	Identical
228	204	Essentially the same
230	206	Identical
231	207	Identical
232	208	Materially different
233	209	Identical
234	210	Identical
235(1)	211(1)	Materially different
235(2)	211(2)	Essentially the same
236	212	Identical
237	213	Essentially the same
238	214	Materially different
239	215	Essentially the same
240	216	Identical
241(1)	218(1)	Identical
241(2)	218(2)	Identical
242	217	Essentially the same
243	219	Materially different
244	220(1)	Essentially the same
245	220(2)	Identical

Old Code	New Code	Comparison
246	221	Materially different
247	222	Identical
248	223	Essentially the same
249	224	Materially different
250	225	Materially different
251	226	Materially different
252	227	Essentially the same
253	228	Materially different
254	229	Materially different
255	230	Essentially the same
256	231	Essentially the same
257	120(1)	Essentially the same
258	120(4)	Materially different
259	120(5)	Identical
260	120(6)	Essentially the same
261	120(7)	Identical
262	120(8)	Identical
263	120(9)	Identical
264	120(10)	Identical
265	119	Materially different
266	120(2)	Identical
267	232	Identical
268	233(1)	Identical
269	233(5)	Identical
270	233	Materially different
271	235	Identical
272(1)	234(1)	Materially different
272(2)	234(2)&(3)	Materially different
273(1)	236(1)	Essentially the same
273(2)	236(2) &(3)	Materially different
274	237	Identical
275	238	Essentially the same
276	239	Essentially the same
277	240	Identical
278	241	Identical
279(1)	242(1)	Essentially the same
279(2)	242(2)	Essentially the same
280	243	Essentially the same
281(1)	244(1)	Essentially the same
282	246	Identical

Old Code	New Code	Comparison
283(1)	247(1)	Identical
283(2)	247(2)	Essentially the same
284	247(3)	Identical
285	247(4)	Identical
286	248	Identical
287	249	Identical
288	250	Materially different
289	251	Materially different
290	253(2)	Essentially the same
291	253(1)	Materially different
292	255	Identical
293	254	Materially different
294	256(3)	Materially different
295	256(2)	Essentially the same
296	257	Materially different
297	245(2)	Essentially the same
298(1)	258(1)	Identical
298(2)	258(2)	Materially different
299	259	Materially different
300	260(1)	Materially different
301	260(2)	Identical
302	260(3)	Materially different
303	246	Materially different
304	261(2)	Essentially the same
305	261(3)	Essentially the same
306	261(4)	Identical
307	261(5)	Materially different
308	261(7)	Materially different
309	264(1)	Materially different
310	264(2)	Identical
311	261	Identical
312	263	Identical
313	265-267	Materially different
314	269	Materially different
315	270, 272	Materially different
316	271	Identical
317	273	Materially different
318	274(1)	Materially different
319	274(2)	Essentially the same
320	275(1)	Materially different
321	276	Materially different

Old Code	New Code	Comparison
322	276	Materially different
323	277	Materially different
324	278	Materially different
325	280	Materially different
326	282	Identical
327	283	Identical
328	284(1)	Materially different
329	284(2)	Identical
330	284(4)	Identical
331	285	Identical
332	286	Identical
333	287	Identical
334	288	Materially different
335	289	Identical
336	290	Identical
337	291	Essentially the same
338	292	Materially different
339(1)	293(1)	Identical
339(2)	293(2)	Essentially the same
340	294(1)	Identical
341	294(2)	Materially different
342	295	Materially different
343	296	Materially different
344	297	Essentially the same
345	298	Identical
346	299	Essentially the same
347	300	Materially different
348	301	Materially different
349	302	Essentially the same
350	303	Materially different
351	304	Essentially the same
352	305	Essentially the same
353	306	Identical
354	307	Essentially the same
355(1)	308(1)	Essentially the same
355(2)	308(2)	Identical
356	309	Essentially the same
357	310(1)	Identical
358	310(2)	Essentially the same
359	311	Essentially the same
360	363	Materially different

Old Code	New Code	Comparison
361	312	Essentially the same
362	313	Essentially the same
363	314	Essentially the same
364	315	Materially different
365	316	Materially different
366	317	Essentially the same
367	318	Essentially the same
368	319	Essentially the same
369	319	Essentially the same
370	320	Essentially the same
371	322	Materially different
372	323	Essentially the same
373	321	Materially different
374		No equivalent
375	324	Materially different
376	325	Identical
377	326	Identical
378	329	Essentially the same
379	330	Materially different
380	331	Essentially the same
381	332	Materially different
382	332(3)	Essentially the same
383	334	Essentially the same
384	335	Essentially the same
385	333	Essentially the same
386	336	Materially different
387	337	Essentially the same
388	338	Essentially the same
389	339	Materially different
390	340	Materially different
...		
468	425	Materially different
469	425	Materially different
470	426	Identical
471	427	Materially different
472	428	Essentially the same
473	429	Materially different
474	430	Essentially the same
475	431	Materially different
476	432	Essentially the same
477	433	Essentially the same

Old Code	New Code	Comparison
478	434	Identical
479	435	Identical
480	436	Essentially the same
481	437(1)	Essentially the same
482	438	Essentially the same
483	439	Identical
484	440	Essentially the same
485	441(1)	Materially different
486	442	Identical
487	443	Essentially the same
488	444(1)	Essentially the same
...		
872	812	Essentially the same
873	814	Materially different
874	813	Identical
875	816	Materially different
876	817	Essentially the same
877	818	Materially different
878	819	Identical
879	820	Essentially the same
880	821	Materially different
881	822(1)	Materially different
882	823	Essentially the same
883	824	Identical
884	825	Essentially the same
885	826	Materially different
886(1)	828(1)	Essentially the same
886(2)	828(2)	Materially different
887	829(1)&(2)	Materially different
888	830	Identical
889	831	Materially different
890	832	Essentially the same
891	833	Essentially the same
892	834	Essentially the same
893	835	Identical
894	839	Materially different
895		No equivalent
896(1)	838(1)	Identical
896(2)	838(2)	Essentially the same
896(3)	839(1)	Materially different