
The Impact of Corona Pandemic on Contract's Commitments

Thamer Jasim Muhammad*

**Al-Esraa University College, Iraq, Baghdad*

Email: dr.thamerjasem@esraa.edu.iq

Abstract

There are no problems if each contracting party has committed to fulfilling his/her rights and obligations. And there is no emergency that deters the optimal implementation of the contract, but the real problem arises after some viruses have had a severe impact on life in general and on contracts in particular, including the Covid-19 virus, which has reached its impact is to the extent that it is considered a global threat, which led to the rise of problems as a result of how to implement the concluded contracts and the losses resulting from this pandemic that plagued most of the countries of the world, including the most economically powerful countries in the world.

Among the problems of the research is the account of the impact of such viruses in general and the Covid-19 virus in particular on how to legally adjust contracts, which we noticed because it varies between challenging force and emergency conditions with demands for new legislation in particular to suit the conditions the world is going through as a result of the impossibility or difficulty of implementation so it may be possible Implementation in some cases, and by dropping what was previously stated. We conclude that there are contracts that have not been completely affected by the measures taken by countries to confront the Corona virus and to limit its spread. In addition, there is another type of contracts affected to the extent that the commitment has become impossible to implement and here we apply the theory of challenging force . Also, there is a third type of contracts "The implementation of the obligations has not become impossible, but has become problematic, so here we apply the theory of emergency conditions.

Consequently, in all cases, the legal adaptation of each incident has been subject to the discretion of the judge, if the judge thinks that there is an impossibility to implement in light of the precautionary measures taken by countries to limit the Corona virus, which moves between the termination of the contract due to challenging force or the rebalancing of the contract due to emergent conditions or considering that the contract is in force and not affected by the measures that have been taken. Therefore, the failure of one of the parties may lead to compensation for the damage to the other party .

Keywords: Covid-19, Challenging Force, Emergent Condition, Contractual commitments

Introduction

First: The Topic of the Research :

In terms of the conditions in which the whole world lives and on a very serious international legal problem about the legal impacts of the outbreak of the Corona virus (Covid 19) and the extent of its extension to the contractual relationship not only at home but also abroad between companies and as well as individuals from businessmen regarding some commercial transactions, tax and financial obligations, after paying many international companies and institutions, especially the American and Chinese, specialized in various fields such as petroleum and gas materials, air transport and the automobile industry , who wanted air conditioning to be a state of challenging force in order to get rid of their obligations contractual, obligations towards its problematic and not to pay delay penalties or compensation for delay in implementation or for impossibility, but it is certain that the other party supports the existence of the emergent circumstance . We need to legislate legal articles to solve all emerging cases and lawsuits that will arise after the virus has passed, and this is what we will show below.

Second: The Significance of the Research

There are no problems if each contractor is committed to performing his/her rights and obligations so there is no emergency that hinders the optimal implementation of the contract, however, the real problem was raised after the disease has developed and became a global threat as the World Health Organization (WHO) announced on 30/ 1/2020, based on the number of infections with the Covid-19 virus is considered a public health emergency of international concern all over the world . Accordingly, countries must take emergency measures resulting in major disruptions in international trade. The first thing that appeared in the fields of employment after the start of the closure of shops Trade, factories, and others, that led to the emergence of problems as a result of how to implement the contracts and the losses resulting from this pandemic that afflicted most of the countries of the world, including the most economically powerful countries.

Third: The Research Problem

The research problem lies in the effects resulting from the outbreak of the Covid-19 virus in the world as well as its impact on civil contracts and how to adapt them legally, which will always vary between a challenging force and emergency circumstances, with the possibility of the emergence of demands for new legislation to suit the conditions the world is going through due to the impossibility or difficulty of implementation, and it may be possible to implement. This will be the responsibility of the judiciary, which we expect to advance its flexible authority more than before to settle disputes resulting from viruses and their spread in this way, so we see that the problem of research revolves around the

Following

1. What is Challenging force?
2. What is the emergent circumstance?
3. Is the COVID-19 pandemic a challenging force or an emergent condition ?
4. Who takes the responsibilities of the losses resulting from non-implementation of contracts or delays?
5. Does the challenging force or emergent circumstances extend to all contracts? Or are there contracts excluded from this pandemic?

Fourth: The Outline of the Research

This research is divided into three Requirements:

- 1- The first requirement: the theory of emergent conditions and its applicability to the Corona pandemic .
- 2- The second requirement : challenging force theory and its applicability to the Corona pandemic.
- 3- The third requirement: the legal effects of the Corona pandemic on civil contracts.

The First Requirement

The theory of emergency conditions and its applicability to the Corona pandemic (Covid-19) It has been acknowledged that the principle of the contract, if it is concluded between its two parties and fulfills its principles and conditions, becomes compulsory on both parties. It is not permissible to derogate from it based on the “contract is the Sharia of Contracting” rule Stressful or impossible, and therefore an intervention is required to restore the economic balance of the contract.

In order to clarify the extent of the impact of the Corona pandemic on the implementation of contracts, we must know the theory of emergent conditions, its conditions, and the extent to which its provisions apply to this pandemic, as follows:

Conditions of the Theory of Emergency Conditions:

What is meant by an emergency circumstance or event is a general event subsequent to the formation of the contract. It is not expected to occur at the time of contracting, which is the result of an imbalance between the benefits generated from a contract whose implementation is delayed for a term or periods, and the debtor's implementation of his obligation becomes severe fatigue, threatening him with loss, a

fatal deviation from the usual limit in civil and commercial transactions ⁽¹⁾. As for the conditions for applying the theory of emergency conditions, they are:²(

a. the contract is one of continuous execution, or immediate execution and its execution was postponed, such as selling fruits on their trees provided that they remain until maturity.

B. a general exceptional circumstance or accident occurs during the execution of the contract, and these circumstances or accidents are intended not to be specific to the debtor, such as his death or bankruptcy, such as the outbreak of war, revolution, rebellion, rebellion, flood, attack or epidemic.

c. it is not possible to anticipate these exceptional circumstances or accidents when concluding the contract, and the condition that the accident is an emergency must not be able to be prevented. This was confirmed by Paragraph (2) of Article (146) of the amended Iraqi Civil Code No. (40) for the year 1951, as it stipulated “2- That if exceptional, general incidents occurred that could not be foreseen, and their occurrence resulted in the implementation of the contractual obligation, and if it does not become impossible, it becomes burdensome to the debtor so as to threaten him with a heavy loss, the court may, after balancing the interests of the two parties, reduce the burdensome obligation to a reasonable extent if justice so requires, and any agreement to the contrary is canceled.

By reviewing these conditions, we find that the new Corona pandemic is an emergency circumstance experienced by the entire world, in addition to that it is unexpected, as it appeared for the first time in China to then move to most countries, including Iraq, and thus affected many of the contracts concluded before the outbreak of “The new Corona pandemic”, in addition to its impact on the livelihood of many people, for example, daily wage earners or daily employers have become unable to pay the rent in the rental contract, which requires the judiciary to intervene in order to reduce the binding force of the contract under these exceptional circumstances.

The Legal Effects of the Theory of Emergency Conditions:

The general and basic rule in the law is that the origin of contracts is valid and binding on both parties. Once it is concluded, the two parties are obligated to implement their obligations according to the rule of “the law of the contracting parties”, and therefore no party can amend the contract by increase or decrease except with the agreement of the parties This is what has been approved by the civil laws of different countries, based on the principle of equality between the two parties in the implementation of contractual obligations.³(

In view of the need to maintain the contract to achieve balance in concluding the contract, the judge was given optional power to allow him to restore the economic balance of the contract in the event of its imbalance, by reducing the burdensome obligation or increasing the corresponding obligation, as well as amending the contract by stopping the implementation of the obligation, and it is required that there be An emergency circumstance of limited impact, as in the case of the emerging corona pandemic .)⁴(

The extent of the applicability of the provisions of the theory of emergency conditions to the Corona pandemic (Covid-19): Based on the legal effects of the theory of emergency conditions, which we mentioned above, and in light of the current events in the presence of a transnational pandemic, which is the Corona pandemic. We observe that the judge has the authority to adjust the contract with extra

¹ Dr. Abd al-Razzaq al-Sanhouri, the mediator in explaining the civil law, part 2, Arab Heritage Revival House, Beirut, b. T, p. 631.

² Dr. Abdul Majeed Al-Hakim, d. Abdul Baqi Al-Bakri, d. Muhammad Taha Al-Bashir, Al-Wajeez, On The Theory of Commitment in the Iraqi Civil Law, Volume 2, 4th Edition, Al-Aatek Book Industry, Cairo, 2010, p. 242.

³ Khamis Saleh Nasser Abdullah Al-Mansoori, The Theory of Emergency Conditions and Its Impact on the Economic Balance of the Contract: An Analytical Study in the Light of the Jordanian Civil Transactions Law, Master's Thesis, College of Law, United Arab Emirates University, 2017, p. 107.

⁴ Dr. Abd al-Hakim Fouda, Effects of Emergency Circumstances or Force Majeure on Legal Actions, Mansha'at al-Maaref, Alexandria, 1, 1999, pg. 97.

Commitment, or postponement of the implementation of the contract by giving the debtor a period to fulfill his obligation.

The Second Requirement

The Challenging Force Theory and Its Applicability to the Corona Pandemic (Covid-19)

The Challenging Force means every act that has nothing to do with the will of the debtor, and he cannot predict it or prevent it, and thus, the implementation of the obligation becomes impossible, and the incident represented by challenging force is unexpected and cannot be deterred. Moreover, challenging force is defined as a foreign reason beyond the will of the two parties, which makes the implementation of the obligation impossible. For the challenging force theory to be realized, the impossibility of implementing the obligation is required, and that the impossibility of implementation is fundamental and not dependent ⁽¹⁾². This is what was stipulated, for example, in Article (211) of the amended Iraqi Civil Code No. (40) of 1951 ⁽³⁾, and with reference to the Corona pandemic, it is similar to the effect of wars and natural disasters that prevent the implementation of the contract in the agreed manner, and its effect may reach To the impossibility of implementing the contract, so there are contracts in which the Corona pandemic is considered an emergency situation that leads to the amendment of the contract , and there are contracts and other cases in which this pandemic is considered a form of the challenging force .)⁴(

It can be concluded that the legal adaptation of the Corona pandemic is between challenging force and emergency conditions, therefore the Corona pandemic is considered one of the viruses that spread unexpectedly and without warning and quickly, so that the matter is mixed as to whether it can be counted from emergency conditions or such as a challenging force, and therefore the criterion for its subordination is related to the extent of its impact on the contract to be executed, if the effect is to exhaust one of the parties in the contract and the fatigue is severe, that the Corona pandemic causes an increase in the cost of production or an increase in shipping prices . There is no doubt that epidemics and diseases, as material facts, have negative effects on the contractual obligations between the members of society themselves or between them and the state, as these relations are affected as a result of the investment stagnation, but their characterization as a (force majeure) and therefore a reason exempt from responsibility did not meet a jurisprudential consensus, especially After the French judiciary refused in 2009 to consider the pig flu virus (A/H1N1) a challenging force, as it was announced and defined, and time was provided in order to take the necessary precautions in advance to address it, the same approach adopted by the Basse-Terre Court of Appeal in Its decision No. 00739/17 dated December 17, 2018 stated: “With regard to the Chikungunya virus, despite its presence on the following characteristics (joint pain, fever, headache, fatigue, etc.), and its spread in the West Indies, especially in the island of Saint Barthelemy.

Between 2013 and 2014, this event cannot be considered a challenging force within the meaning of Article 1148 of the Civil Code, so that it cannot be considered an unexpected epidemic, and it cannot be resisted, as long as it is a disease that can be mitigated by painkillers, and in all cases, it is an obligatory resisting it... ³

However, it is not possible to rely absolutely on the position of the French judiciary and to measure it and apply it to the Corona virus. Rather, each case must be looked at separately, as challenging force is no

¹ Dr. Ahmed Issa Al-Borai, The Theory of Commitment in Civil Law, Sources of Commitment to the Contract, House of Culture Press, Casablanca, 1981, p. 222; Dr.. Abd al-Razzaq al-Sanhouri, Mediator in the Explanation of the Civil Law, Part 1, House of Reviving Arab Heritage, Beirut, b. T, pg 64.

² Article (211) of the amended Iraqi Civil Code No. (40) of 1951 stipulates the following: "If a person proves that the damage arose from a foreign cause in which he has no celestial allegiance, a sudden accident, force majeure, the act of a third party, or an error." The aggrieved party was not bound by the guarantee unless there was a text or agreement to the contrary.

1-Dr. Muhammad Reda Mansour Bou Hussein, Addressing the legal effects of “Corona” on international and local contracts, an article published on the Albilad website, available at the following link: <http://albiladpress.com> Last increase date: 5/6/2020.

³ Farida Al Yamouri, Corona Virus Covid19 and its Impact on Contract Execution: Force Majeure or Emergency Circumstance?, previous source.

longer confined to specific facts alone. Every event takes place and the aforementioned force majeure conditions are fulfilled and consequently if the implementation of the obligation becomes impossible, it is considered a challenging force.

To sum up, by dropping the above, it can be concluded that there are contracts that were not completely affected by the measures taken by countries to confront the Corona virus and limit its spread. There is another type of contracts affected to the extent that the commitment became impossible to implement and here we apply the theory of challenging force, and there is a third type of contracts . The implementation of the obligations has not become impossible, but has become difficult, and here we apply the theory of emergency conditions.

The Third Requirement

The Legal Effects of the Covid-19 Pandemic on Civil Contracts

In terms of the circumstances that the world is going through due to the outbreak of the Corona epidemic in Iraq, the decisions and measures taken by the Iraqi government, starting from announcing the deferral of schools and universities, to announcing the suspension of state institutions, government departments and the private sector, in addition to the decision to ban curfews until further notice, where the Council of Ministers issued Al-Iraqi, in its session held on 10/28/2020, decided to form a higher committee (a crisis Cell) headed by the Minister of Health and with the membership of the concerned authorities to follow up on developments in Diwani (authoritative) Order No. (55) for the year 2020. On 25/2/2020, the Supreme Committee headed by the Minister of Health issued a decision to form a cell that there is a crisis in every governorate, and on March 22, 2020, the Crisis Cell submitted a request to the House of Representatives to give the authority to the Ministry of Health to spend donations to support efforts to combat the Corona virus epidemic exclusively and with an exception from all laws and instructions with full supervision to avoid wasting public money.

The ministers approved, in their session held on March 26, 2020, the formation of the (Supreme Committee for National Health and Safety), and considering it the supreme authority concerned with combating the spread of the new Corona virus in Iraq, headed by the Chairman of the Council of Ministers. Ministers and the membership of a number of ministers, the Secretary-General of the Council of Ministers, the Governor of the Central Bank of Iraq, the National Security Adviser and a number of other officials, and the Council of Ministers authorized the committee to develop policies and general plans and supervise their implementation, and coordinate with the legislative and judicial authorities and international parties related to combating the spread of the novel coronavirus epidemic. The Council of Ministers also authorized the Crisis Cell to be responsible for supervising the precautionary measures and providing health services to citizens, provided that the cell submits its recommendations to the Prime Minister for approving it.)¹(

In such circumstances and the precautionary and other measures that follow, several legal points are raised, perhaps the most important of which is related to the fate of the binding contracts for two sides that were concluded before taking these measures, especially with regard to the party whose commitment is required to review the official, governmental or private departments and institutions, in other words the person who cannot implement the contract unless after reviewing those departments, so he delays the implementation of his commitment, and sometimes this delay may result in penal terms or delay fines agreed upon in the contract.

What is the authority of the other party to take legal action against the late party?

Is the Covid-19 pandemic challenging force, an emergency circumstance, and does it a challenging force or emergency circumstances extend to all contracts? There are exception contracts.

In fact, the Iraqi Civil Code, which talked about the state of majeure force in Article (168) of it, which stipulates that the effect of force majeure on contracts binding on two sides is the expiration of the corresponding obligation and the contract being rescinded on its own, but the force majeure referred to by the law requires the availability of three conditions for the actions of this provision (the existence of a circumstance that cannot be foreseen, cannot be awarded, and makes the implementation of the obligation impossible .

¹) See: The official website of the Iraqi government - the Iraqi Council of Ministers
<https://gds.gov.iq/ar/covid-19-iraqi-government-amends-curfew-hours-imposes-fines-for-breaches-if->

When the rule of law is dropped on the measures taken by the government, including the closure of governmental and private institutions and departments, we find that it constitutes an unexpected circumstance, and it cannot be pushed back as it is one of the decisions of the executive authority based on legislated laws, which are acts of sovereignty that cannot be challenged, and make the implementation of some obligations as impossible and they are the obligations associated with reviewing the institutions that have been suspended, and therefore they can be considered as force majeure requiring the legal termination of contracts (i.e. by virtue of law).

On the other hand, some obligations cannot be adhered to by majeure force as an excuse not to implement them, because the aforementioned conditions do not apply to them, and the theory of emergency conditions competes with majeure force theory in application in terms of the spread of the Corona virus, a theory whose provisions are almost identical to the theory of majeure force except it differs from it in two things ⁽¹⁾, the first is that the exceptional circumstance does not prevent the debtor from fully fulfilling his obligation, but it makes the performance of the obligation stressful for him, and the second: that the application of the theory of emergency circumstances does not result in the termination of the contract, but the judge intervenes to reduce the burdensome obligation to a reasonable limit. It restores the economic balance of the contract, and it can be stated as follows:

1. Cases of losing the condition of impossibility of implementing the obligation, in the obligations that did not become impossible to implement due to the government decisions and preventive measures against the epidemic, such as the obligation to supply food and medical goods especially goods that are manufactured at home such as handicrafts, these works are not related to the review of any institution whose business has been suspended, it does not apply to them the rule of majeure force unless the manufacturing process is related to one of the other procedures related to the circumstance of the total closure of the shops.
2. Cases of missing one of the majeure force conditions are if these circumstances related to the closure of institutions and the curfew are expected, as official statements have indicated that the curfew has become on the talk table in the Council of Ministers days before its announcement, and the same applies to the announcement of the issuance of the decision to form a higher committee and a crisis cell. Accordingly, the two-sided binding contracts that have been concluded after these warnings and official statements by the government make the non-implementation of the obligation expected, and therefore the condition of its non-expectation is negated, and the majeure force ruling on it is not enforced.
3. Cases if the obligation becomes problematic to implement and is not impossible, as the circumstances and the consequences of the Corona virus lead to an increase in the value of the sums that one of the parties will incur to implement his commitment, then here the provisions of majeure force do not apply, but rather the provisions of emergency circumstances mentioned in the Iraqi Civil Code in Article 146) which gives the court the right to reduce the troublesome obligation to a reasonable extent.

After this simplified explanation, the reader may wonder about the implications of the availability of majeure force and how to terminate this contract that was affected by force majeure, in addition to what each party can follow in order to terminate it. 168) of the Iraqi Civil Code, as the effect of the obligations that meet the conditions of force majeure is the termination of the contract. Thus (judicial termination) not even the parties' agreement on that termination (termination of an agreement or dismissal of the contract).

As for the right of the other party to demand compensation for the damage he sustained from the party in whose favor the majeure force was decided, the answer is that he does not have the right to do so, since the right to compensation is the damage arising from the failure to implement the obligation in contracts binding on two parties determined by law in the event of non-implementation of the obligation in bad faith, or non-implementation Voluntarily, without the presence of force majeure, and this does not apply to all contracts, and here we must refer to the advancement of the judge's discretion in the event that the dispute is presented to him regarding the lawsuits that will be instituted because of what happened during the past few months, which led to the suspension and delay of many contracts that should have been

¹ Dr. Ali Ali Salman, The General Theory of Commitment, Sources of Commitment , 5th Edition, Diwan of University Publications, Algeria, 2003, p. 99.

implemented during this period, and we find that some countries have adopted the principle of force majeure, but not inevitably, but stipulated some things that must be met, such as what China did, where the Chinese International Trade Development Authority confirmed that it will grant (majeure force) certificates to international companies that struggle to adapt with The effects of (Coronavirus) infection, especially companies that will be able to submit standard documents to prove delays or disruption of transportation, export contracts, customs declarations, etc. ⁽¹⁾.

Based on the ruling by the French judiciary on the crisis line, and in a remarkable diligence, the Court of Appeal in the French city of Colmar placed the (Corona) pandemic in the ranks of (majeure force), in the merits of a decision it issued on March 12, 2020 which states “In the merits of the ruling, The jurisprudence of the court considered that the arrested “M. Victor J.” is of Senegalese nationality, and he is an asylum seeker. He spent 28 days in prison, and he was refused review by the liberties judge in Strasbourg. He also refused to return to the place he had originally arrived at and sought asylum in Spain “The “exceptional” circumstances prevented him from being brought to court, so the court placed this within the framework of force majeure and more than a pandemic, specifying the specifications of this force as “it cannot be bypassed, because it is beyond the will, is unexpected, and cannot be pushed.” The ability to deal and accomplish within the given deadlines led to Victor’s absence and the extension of pretrial detention.” After that, the Court of Appeal confirmed the decision of the liberties judge (initial) considering the extension of detention and refusal to resort to a form of force majeure by a process of discriminating it ⁽²⁾.

Consequently, in all cases, the legal adaptation of each incident is subject to the discretion of the judge, if the judge sees that there is an impossibility to implement in light of the precautionary measures taken by countries to limit the Corona virus, which moves between the termination of the contract due to majeure force or the rebalancing of the contract due to emergency conditions or considering the contract in force and unaffected by the measures that have been taken . Therefore, the default by one of the parties may lead to compensation for damage to the other party.

We suggest that the Iraqi legislator legislate a special law that addresses this legal problem with regard to civil contracts and the impact of this pandemic on them, as it is an epidemic that has included all parts of the world and because of the scarcity of these cases and their temporal divergence, as the emergence of widespread epidemics is estimated at a rate of every hundred years, so some positive laws did not expect such epidemics to occur and have not legislated legal articles that deal with them accurately. Therefore, enacting a special law for this crisis is very necessary to solve many issues and problems, as the discretionary power of the judge cannot cover all the cases that will be presented to it due to its large number, complexity and complexity of details, so the existence of a special law with this pandemic, most of the problems will be resolved with the judge's discretion, which will now enable the rest of them.

With regard to government decisions issued during this period, which are concerned with contract issues and their implementation, we find that the central government, through the Supreme Committee for National Health and Safety, issued a number of decisions, including which that will deal with the obligations arising from contracts concluded between the parties, where the Committee issued on 7/4/2020 Several decisions ⁽³⁾, including:

1. Postponing the payment of the amounts of installments due for the allowances of residential schemes sold or leased to citizens from all government institutions until the emergency circumstance has passed, while exempting the citizen from the delayed interest for a period not exceeding 31/7/2020.
2. Exempting tenants of commercial, industrial or other real estate belonging to municipal institutions from the rental fees owed by them for the duration of the emergency situation.
3. Exempting the occupants and tenants of commercial, industrial and other real estate owned by all municipal institutions, or to others, from paying cleaning services fees for the duration of the emergency situation.

¹ See <http://aliwaa.com.10062>

² See <http://context.reverso.net>

³ See: The official website of the Iraqi government - the Iraqi Council of Ministers
<https://gds.gov.iq/ar/covid-19-iraqi-government-amends-curfew-hours-imposes-fines-for-breaches-if->

As the Supreme Committee, headed by the head of the executive authority, exempted the tenants of commercial and industrial real estate that municipal institutions (which are governmental institutions) return from rent allowances for the duration of the emergency circumstance. While emphasizing that the exemption on property owned by government institutions is not eligibility, as it is natural that the executive authority does not compel property owners to exempt tenants from rent allowances without legal legislation in this case.

Most of the Iraqi provinces have taken this measure, and we attach the administrative order issued by the province of Salah al-Din as shown in the annex to this research, as paragraph (2) of the administrative order requires citizens and optionally to exempt tenants from rent allowances and not compulsory, as there is no law authorizing the executive authority shall issue such a decision.

Conclusion

First - Results:

It has been concluded from the above several points that will be shown below as follows:

1. Transmissible viruses pose a threat to all societies, and their outbreaks leads to the emergence of problems in various aspects of life, especially health, industrial and commercial systems. All of these systems are linked to legal systems that lead to the emergence of disputes, including civil contract implementation disputes.
2. The majeure force theory cannot be applied to all contracts that must be executed during the crisis of the outbreak of the Corona Virus Covid-19, as there are certain conditions that must be met in order to qualify them as force majeure, as the theory of emergency conditions can be applied to others if its conditions are also available.
3. There are contracts that were concluded during the period of the crisis of the outbreak of the Corona virus, after warnings were announced and some decisions and measures were taken for prevention, these contracts are not adapted as force majeure or an emergency circumstance, because the contract parties are aware of the circumstances the world is going through as a result of the spread of the virus.
4. There is an advancement of the judge's discretion in the legal adaptation of civil contracts to resolve disputes arising due to the spread of the Corona virus due to the lack of special legislation that addresses legal problems following the spread of this epidemic.
5. The Supreme Committee for National Health and Safety issued on 7/4/2020 several decisions and indicated that the current situation is an emergency circumstance, and we find that this adaptation is a jurisprudence that would have been better not to mention, because there are cases to which force majeure conditions apply, and there are cases that meet the conditions of the circumstance emergency.

Second: Recommendations

1. We suggest that a law on the spread of epidemics be legislated to address all the problems that have arisen and that may arise as a result of the outbreak of epidemics.
2. We propose to collect the decisions issued by the Supreme Committee for National Health and Safety and study them from a legal point of view in order to take them and formulate them in the form of legal articles to facilitate the task of the judiciary in resolving disputes due to the contractual breach caused by the spread of this epidemic.

for Health and National Safety" not to issue decisions bearing legal adaptation that may cause harm to parties without the other parties without referring to the legislative authority as it is the one empowered to issue laws.

Bibliography

First, books of Law

1. Ahmed Issa Al-Borai, The Theory of Commitment in Civil Law, Sources of Commitment to the Contract, House of Culture Press, Casablanca, 1981.

2. Abd al-Hakim Fouda, *The Effects of Emergency Circumstances or Force Majeure on Legal Actions*, Mansha'at al-Maaref, Alexandria, 1st Edition, 1999.
3. Abd al-Razzaq al-Sanhouri, *Mediator in the Civil Law Explanation*, Part 1, House of Reviving Arab Heritage, Beirut, b. T.
4. Abd al-Razzaq al-Sanhouri, *The mediator in explaining the civil law*, part 2, Dar Revival of Arab Heritage, Beirut, b. T.
5. Abdul Majeed Al-Hakim, d. Abdul Baqi Al-Bakri, d. Muhammad Taha Al-Bashir, Al-Wajeez, *On The Theory of Commitment in the Iraqi Civil Law*, Volume 2, 4th Edition, Al-Atak Book Industry, Cairo, 2010.
6. Ali Ali Salman, *The General Theory of Commitment, Sources of Commitment*, 5th Edition, Diwan of University Publications, Algeria, 2003, p. 99.

Second: Postgraduates Theses:

1. Khamis Saleh Nasser Abdullah Al-Mansoori, *Theory of Emergency Conditions and Its Impact on the Economic Balance of the Contract: An Analytical Study in the Light of the Jordanian Civil Transactions Law*, Master's Thesis, College of Law, United Arab Emirates University, 2017.

2. Third: Laws:

- 1- Iraqi Civil Code No. (40) of 1951, as amended **3**.

Fourth: Websites:

4. The official website of the Iraqi government - the Iraqi Council of Ministers:
5. <https://www.gds.gov.iq/ar/iraqs-crisis-cell-extends-curfew-announces-additional-measures-tocontain-covid-19>
6. <http://aliwaa.com.10062>
7. <http://context.reverso.net/%D8%A7%D9%84%D8>
8. The official website of the Iraqi government - the Iraqi Council of Ministers: <https://gds.gov.iq/ar/covid-19-iraqi-government-amends-curfew-hours-imposes-fines-forbreaches-if>
9. Muhammad Reda Mansour Bou Hussein, addressing the legal effects of "Corona" on international and local contracts, an article published on the Albilad website, available at the following link: <http://albiladpress.com> Last accessed date: 5/6/2020.