
The Direct Lawsuit in the Financial Leasing Contract

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Abstract

Given the priority it gives the creditor bringing the case over all other creditors, the direct lawsuit is an exception to the concept of genuine equality amongst ordinary creditors and is thus only resolved by a specific legislative text. This study concentrated on the possibility of using the direct lawsuit in the financial leasing contract, because the direct lawsuit is one of the most effective means of achieving contractual balance between the contracting parties, due to its role in achieving contractual stability and contractual justice, which imposes equality between the contracting parties, and this is what the Jordanian legislator aims for. And that the use of the direct lawsuit results in the establishment of a unified protective legal system and the resolution of the contractual justice dilemma in the sublease contract.

Keywords: (lease contract, direct lawsuit, financial leasing contract, supplier, lessee, sub-tenant, and original lessee).

1. Introduction

In order to safeguard the rights and obligations of both the creditor and the debtor and to keep the contractual balance between them, the Jordanian legislature looked for legal solutions. Without any opposition from other creditors, at his debtor's disposal, the legislator allows the creditor to sue his debtor's debtors, which provides the best possible protection for the creditor and fosters some level of stability in transactions regardless of whether this may depart the general principles of law.

In some circumstances, the Jordanian legislator has permitted the filing of a direct lawsuit under Jordanian civil law; nevertheless, this privilege has proven vague in a number of instances, which may preclude the creditor from doing so. The leasing agreement had no mention of a direct lawsuit, but the legislator took a different stance in the financial lease contract.

The Jordanian legislator adopted a new position regarding the application of the direct lawsuit, which resulted in a change in the legislator's direction in light of the unique provisions of the sublease contract covered by the law of financial leasing by Jordan. This position differed from that of the Jordanian civil law. The general terms of the finance lease contract are governed by civil law, which raises a number of issues regarding how much the sublease contract differs from the finance lease contract, the type of relationship it establishes, and how much direct litigation is permitted under the finance lease contract, the nature of the relationship in the finance lease contract, the extent to which the direct lawsuit can be applied in the finance lease contract, and what are the conditions for applying the direct lawsuit in the finance lease contract.

As its theoretical significance lies in the importance of the direct lawsuit and the role it achieves in achieving the justice sought by the contracting parties, this study will contribute to explain the importance of the direct lawsuit granted by the Jordanian legislator to the creditor in the Jordanian civil law. Additionally, it contributes by supplying the fundamental framework for the idea of direct litigation in the financial leasing contract. Its practical significance is obvious for scholars and researchers in the field of Jordanian law in that it aids in combining legal issues with a single right in order to reduce the complexity of legal proceedings.

The problem of the study also centered on the paradox created by the direct lawsuit in Jordanian law, which is a departure from the general principle and the principle of relativity of the effect of the contract. The possibility of applying it in the financial lease contract, and from here the problematic of the study emerged by showing the extent to which the direct lawsuit can be applied in the financial lease law, according to the Jordanian law.

the descriptive approach in this study will be used by demonstrating the possibility of applying the direct lawsuit in the financial leasing contract, the legal texts and judicial rulings related to it, and the comparative approach by presenting Jordanian law texts and comparing them with Egyptian law texts related to the direct lawsuit in Lease contract, indicating the similarities and differences between them. And the analytical approach, by analyzing the relationships arising in the financial leasing contract, and the extent to which it is possible to apply a direct suit in it, and analyzing the legal texts, judicial rulings, and jurists' opinions on this matter, is what

merges with what the study aims at by determining the nature of the relationship in the financial lease contract, and the extent to which it is possible to apply a direct suit in it, and the use of direct lawsuit in a financial leasing contract, as well as the criteria for its use.

As a result, this study was divided into two chapters. The first will be the option of using the direct lawsuit in the financial leasing contract, and the second will be the circumstances of using the direct lawsuit in the financial leasing contract.

1.1 Chapter 1: The Possibility of Applying the Direct Lawsuit in the Financial Leasing Contract

In a special legislation known as the Financial Leasing Law No. 45 of 2008, Jordanian legislators regulated the conditions of the financial leasing contract. The Egyptian legislature also regulated the conditions of the financial leasing contract in Law No. 176 of 2008, which controlled financial leasing and factoring operations. The two legislators added unique clauses in the financial leasing contract that ensure the rights of each contractual party, because this contract is of considerable importance, because banks are frequently a party to it, and which have an important role in the country's economic aspect.

The Jordanian legislator deviated from the general provisions in the lease contract with regard to the direct lawsuit, whereas the Egyptian legislator followed the approach used in Egyptian civil law with regard to the direct lawsuit in the lease contract by stipulating the direct lawsuit in the lease contract without venturing into new territory with regard to directly between the landlord and the sub-tenant. In light of the foregoing, and until we reach the Jordanian legislator's new approach to the financial leasing contract, we will discuss the relationship between the lessor and the sub-lessee subject to the provisions of the financial leasing law, followed by the possibility of applying the direct lawsuit, in accordance with Jordanian and Egyptian law.

1.2 The Relationship between the Lessor and the Sub-Lessee Subject To the Provisions of the Financial Leasing Law

The connection between the lessor and the sub-lessee covered by the Financial Leasing Law differs from the relationship between the lessor and the sub-lessee covered by the general provisions. We will first deal with the meaning of the financial leasing contract, and then move on to the meaning of the relationship between the lessor and the sub-lessee subject to the provisions of the financial leasing law, due to the presence of the bank as a party to it and to become acquainted with the nature of this relationship.

1.2.1 Definition of Financial Lease Contract

In contrast to the Egyptian legislator, who tended to define it more precisely, the Jordanian legislator did not provide a clear definition of the financial lease contract, defining it instead as "a financing contract established between the lessor and the lessee, pursuant to which the lessor undertakes to transfer the asset owned by him or that he obtained from the supplier." For the purpose of using it in carrying out productive or service economic activities, for a specific time period and for a specific rent, an asset that the lessor purchased from the lessee is transferred into the lessee's possession or by virtue of which a contract whose validity is dependent upon the conclusion of the financial leasing contract is executed, and in all cases, the lessee has the right to choose to buy the leased asset in its entirety or part of it at the time and price specified in the contract (Article 1 of Financial Leasing Law, 2008).

Similarly, the French legislator tended to define it as a set of procedures that include a project providing real estate intended for professional use for rent, whether this real estate was purchased with his knowledge or was established for his account, when these procedures allow the tenants to acquire ownership of all or some of the assets subject to the lease at the end of the lease term, either by assignment in implementation of a promise to sell on the part of the lessee, or by assignment in implementation of a promise to sell on the part of the lessee, or by transferring the ownership of the buildings built on the land belonging to the aforementioned tenant by force of law (Khaled, 2005, p26).

However, the previous financial leasing law, which was later replaced by the Financial Leasing Law No. 45 of 2008, defined the financial leasing contract as "the contract in which the lessee is entitled to benefit from the rented property in exchange for a rental allowance paid to the lessor, provided that the lessee bears any risks related to the rented property" (Article 3 of Financial Leasing Law, 2008).

It is obvious that the Jordanian legislator had no intention of defining the financial lease contract and instead left it up to case law and commentators to do so in accordance with the newly created financial leasing law. To the lessor or establish it at his own expense with the intention of leaving it to the lessee, according to the terms, conditions, specifications, and rental value specified in the contract (Walid, 2017, p20).

While the Moroccan legislator was content to define a rental credit contract as "any contract whose subject matter is a renting process for real estate prepared for a professional purpose that was purchased or built for the owner's account, if this process, however, adapted, would enable the tenant to become an owner of all or part of it," When the lease period expires, the money is purchased (Article 431 of the Trade Code, 1996).

As stated by one side, it is "a contract in which a person commits to funding the exploitation of real estate or personal property in an economic project in which the financier keeps ownership of the money, in order to assure the fulfillment of his rights before the beneficiary" (Dowidar ,1995, p134), It was also known from a third direction as "a contract between the two parties that permits one of them to utilize an asset held by the other party in return for periodic payments for a certain length of time" (Abdel-Khalek, 2005, p6).

1.2.2 The Relationship between the Lessor and the Sub-Tenant

Contrary to the basic terms of the lease contract, the relationship between the lessor and the sub-lessee is subject to the regulations of the Financial Leasing Law (Mahairez, 2001, p32), When a direct connection between the landlord and the sub-tenant is created, such as when the lessee sublets with the landlord's previous written authorization to do so in exchange for a rental payment, the sub-tenant is regarded as the original lessee and is responsible for any debts to the lessor (Article 9 of Financial Leasing Law, 2008).

However, the relationship subject to the provisions of the financial leasing law is similar to the direct relationship between the landlord and the lessee subject to the general provisions in the sense that the legislator required the existence of prior consent by the lessor in the general provisions, and this is what the legislator pursued in the financial leasing law as well. According to Article 9 of the Financial Leasing Law, "the lessee, with the written approval of the lessor, has the right to sublease the leased property, and the sub-lessor and sublease are considered as lessor and lessee, and they enjoy the rights of the parties to the lease contract and bear their obligations," and that the absence of consent A sin on the part of the lessor that results in the invalidity of the contract and becomes as if it did not exist (Article 9 of Financial Leasing Law, 2008), This was confirmed by the Jordanian Court of Appeal, which stated in its decision: "The lease contract concluded between the lessee and the sub-tenant is considered a void contract pursuant to the provisions of Article (9/b) of the Financial Leasing Law, and since the tenant did not obtain the consent of the lessor to finance the apartment until the tenant exercised his right to rent the apartment" (Judgment No. 46497/2017 issued by the Amman Court of Appeal in its decision, Qararak website).

The period of the sublease contract cannot be longer than the term of the original lease contract, and the sublease of the leased property must not result in any prejudice to the lessee's rights and responsibilities stated in the lease contract against the lessor. Unless there is a specific agreement to the contrary, and in this case, if the lessor wishes to continue leasing the property, the sub-lessee shall have the priority right to rent in accordance with the terms and conditions contained in the original cancelled lease contract and for the remaining time under the sub-lease contract. The sub-lease contract is also rendered invalid if the original lease contract is rendered invalid (Article 9 of Financial Leasing Law, 2008).

The compound contract is defined as "the agreement that includes several contracts, one of which is the basic agreement that explains most of the provisions of the complex contract in addition to other secondary contracts," and the sublease contract is additionally considered a complex contract mixed with many relationships and parties (Al-Maaytah, 2012, p39), Since there are two contracts the original contract and the sublease contract which combine a number of governing principles between them and the sublease contract whether or not follows the original contract, and since there are numerous relationships between the original contract and the sublease contract, there are four parties: the supplier, the lessor, the original tenant, and the sub-tenant (Sassi, 2015, p126).

1.2.3 Possibility of Applying the Direct Lawsuit

Although the Egyptian legislator did not include provisions for subleasing in the financial leasing law, neither did they forbid nor authorize it. Instead, they only included special provisions relating to the assignment of the financial lease contract, The lessor may assign the contract to another lessor, and the lessee will not be affected by this assignment until he notifies him of it, according to Article 23 of the Law governing financial leasing and factoring. This waiver does not violate the leaseholder's contractually guaranteed rights and protections. The same is true of Article 24 of the Financial Leasing Law, which states: "The lessee may, after obtaining the Lessor's written consent, assign the financial leasing contract to another Lessee, and in this case it is permissible for him to agree that the original Lessee shall be a Guarantor of the assignee in the Implementation of his obligations arising from the contract, and the obligation of the new lessee to pay the rental value directly to the lessor in accordance with the terms of the financial lease contract and the assignment contract, this is from the date on which the lessor notifies him of his approval of the waiver and that the new lessee takes the place of the original lessee in all the rights and obligations stipulated in the financial lease contract unless otherwise agreed, which forces us to apply the general provisions in Egyptian civil law that allow subleasing subject to certain conditions. It is important to note that the Jordanian legislature diverged from the Egyptian legislator by including a particular regulation for the sublease contract in the financial leasing law, in contrast to the Egyptian legislator, who did not make reference to sublease-related laws.

1.2.4 Applying the Direct Lawsuit In Accordance With the Financial Leasing Law

The position of the Jordanian legislator was different from the previous position used in civil law because he specifically mentioned the application of the direct lawsuit between the lessee and the supplier, as stated in Article 13 of the Financial Leasing Law: "The lessee may refer to the supplier directly to demand that he implement the obligations he has incurred under the provisions of the supply contract, in order for the lessee to be able to contact the supplier, the lessor must make all relevant papers and information available to him. If not, the lessor will be held liable for carrying out these tasks on behalf of the lessee.

The body of Article 13 also seems to indicate that the lack of a direct link between the lessee and the supplier does not prevent the creation of a direct lawsuit on the lessee's behalf. Because of this, the interaction between the financial leasing agreement reached between the lessee and the lessor and the purchase agreement made between the lessor and the supplier has a significant bearing on the right of Even though there is no clear legal connection between them, the lessee must bring a case directly against the provider (Obeidat, 2008, p937), The lessee is the natural or legal person who benefits from the property in accordance with the terms of the lease contract, and the lessee has the right to refer to the supplier (the seller) with regard to all obligations incurred by the supplier under the supply contract, as it is a right guaranteed to him by the provisions of the financial leasing law, according to a ruling by the Jordanian Higher court. Since the lessor shall not be liable for any apparent or hidden defects in any part of the asset or for direct or indirect damage to persons or the asset as a result of any such defects or the lessee's failure to use the asset or for any interruption in the lessee's business resulting from the lessee's inability to the use of the asset for any reason, unless it is as a result of intentional misconduct or negligence by the lessor, and accordingly, the text contained in the financial lease contract is tantamount to an authorization from the lessor to the lessee to return to the supplier with all the obligations incurred by it." (Judgment No. 8022 of 2019, issued about the Jordanian Higher court, 03-16-2020, Qarark website).

The Jordanian legislator went further in regulating the relationship in the financial leasing contract, as Article 9 of the financial leasing law states that "the sub-lessor and sub-lessee are considered as lessor and lessee in accordance with the provisions of this law, and they enjoy the rights and bear the obligations of the parties to the lease contract".

Since Article 9 of the Financial Leasing Law did not address the possibility of applying the direct lawsuit between the lessor and the sub-lessee and the fact that the direct lawsuit requires a special text that requires its application (Al-Jubouri, 2012, p300), Article 9 of the Financial Leasing Law accomplishes this goal with regard to the application of the direct lawsuit in the sublease contract subject to the provisions of the Financial Leasing Law, This leads us to conclude that the direct lawsuit cannot be used between the lessor and the sub-lessee when their relationship is governed by the terms of the financial lease contract because the original lessee was the only party granted the right to bring a direct lawsuit against the supplier in accordance with the financial leasing law under the financial lease contract, which in isolation from the sublease contract, and in a ruling by the Jordanian Higher court, "it was determined that Article 10 of the Financial Leasing Law gave the financial lessee the right to address the supplier who transfers ownership of the property covered by the lease contract to the lessor and that this right was for the financial lessee alone, for himself, and not in his capacity as an authorized representative of the bank. On November 16, 2021, the Jordanian Higher court (Judgment No. 4647 of 2021, issued about the Jordanian Higher court, 16-11-2022, Qarark website)

This necessitates the legislator striking a balance between the provisions of the financial leasing law regarding the application of the direct lawsuit in the relationship of the lessor and the sub-lessee, and granting this right to the lessor, because the direct lawsuit does not necessitate the existence of a direct relationship between the parties, but rather requires the extent of the important effects that the lawsuit achieves when applied, and that is the justification for the direct lawsuit that requires it.

1.2.5 Applying the Direct Lawsuit In Accordance With the Egyptian Law Regulating the Activities of Financial Leasing

Unlike the Jordanian legislator, who included special provisions in the financial leasing law with regard to subleasing, the Egyptian legislator did not organize special provisions in the financial leasing contract in the sub-leasing law in the law regulating the activities of financial leasing and factoring, so the Egyptian legislator contented himself with stipulating special provisions with regard to the assignment of the lease, While Article 23 of the Law governing financial leasing states that "The lessor may assign the contract to another lessor, and this assignment shall not apply to the lessee except the date of his notification of it, and this assignment shall not result in any breach of the rights and guarantees established for the lessee under The contract," and Article 24 states that "The lessee may, after obtaining the written consent of the lessor, assign the contract to another lessor, and this assignment shall not apply to the lessee except from, and it follows in this instance that it is acceptable to agree that the original lessee is a guarantee of the assignee in the execution of his responsibilities resulting from the contract, and the duty of From the date the lessor notifies him of his agreement to waive, the new tenant shall pay the rental value directly to the lessor in accordance with the terms of the financial lease contract and the assignment contract, unless otherwise agreed, the new tenant shall replace the original tenant in

all rights and obligations outlined in the financial lease contract, and the new lessee replaces the original lessee in all the rights and obligations stipulated in the financial lease contract unless otherwise agreed upon, which raises the question of the possibility that special provisions could be organized in the future.

In response to this question, we find that the failure to include special provisions for sub-lease in the financial leasing contract leads us to the general provisions of Egyptian Civil Law, which allow sub-lease without the lessor's consent, as the tenant has the right to sub-lease for all or part of what I rent unless the agreement states otherwise (Article 593 of Egyptian Civil Law of 1948), According to case law, every tenant has the right to assign and sublet his lease, unless there is a clause in the contract that forbids him from doing (Al-Sanhouri, 2000, p520).

The lessor has the right to refer directly to the sub-tenant in the application of the direct lawsuit, as stipulated in Article 596 of the Egyptian Civil Code that "the sub-tenant is obligated to pay directly to the lessor what is established in his debt to the original lessee." at the time when the lessor warns him, and the sub-lessee may not hold on to the lessor what he has already paid in terms of the direct lawsuit. Unless this was done prior to the warning in accordance with custom or an established agreement that occurred at the time of the sub-lease," as according to this provision, the Egyptian legislator granted the lessor the direct claim, unlike the Jordanian legislator, who did not go to the application of the direct claim between the lessor and the sub-tenant in the sublease agreement.

The position of the Egyptian legislator in the law regulating financial leasing and factoring was consistent with the general provisions, as the initial lessee granted a direct claim against the supplier without any relationship between them, as Article 20 of the law regulating the activities of financial leasing and factoring stipulated that: "The lessee has the right to refer directly to the supplier or contractor for all the claims that arise for the lessor as a result of the contract concluded between him and the supplier or contractor, with the exception of the claim for termination of the contract, without prejudice to the rights of the lessor to have recourse against the supplier or contractor in this regard".

1.3 Chapter 2: The Conditions of the Direct Suit in the Financial Leasing Contract

The Jordanian legislator did not succeed in establishing a general concept for the direct lawsuit, but rather listed several applications for it in Jordanian legislation, therefore the Jordanian legislator established an application for the direct claim in the financial leasing law, and the legislator granted the tenant the right to sue the supplier directly, subject to certain legal requirements, which are divided into formal and objective conditions, and from this standpoint, we will address the formal conditions for filing a direct lawsuit in the financial leasing contract first, followed by the objective conditions for filing a direct lawsuit in the financial leasing contract.

2. Formal Conditions

The direct lawsuit under the financial leasing contract is subject to the formal criteria of a civil lawsuit (Abdel-Fattah, 1986, p204), The direct lawsuit, like other lawsuits, must fulfill the standard requirements for accepting the lawsuit, such as the necessity for the presence of ability and interest, as well as the lack of a legal hindrance (Al-Zoubi, 2010, p245), however, some jurisprudence differs in this respect. Without ability, direct action must have interest, and the predominant belief is that interest is the only prerequisite for adopting a direct action (Sawy, 2004, p194).

Although the Jordanian legislator adopted the widely accepted position that interest is the condition for accepting a lawsuit (Article 3 Jordanian Civil Procedure Code No. 24 of 1988), he does not accept any requests or payments in which the owner does not have an interest recognized by the law. If the interest is the only condition for accepting the lawsuit, it is insufficient in this case that the owner has an interest in filing it, whatever it may be. However, this interest must meet certain requirements, including being lawful, personal, direct, existent, and status-related (Al-Zoubi, 2010, p246).

As a result, the conditions of the civil lawsuit in the finance lease contract share with the conditions of the direct lawsuit by filing it with a person who has an interest, who is the original lessee in the finance lease contract, towards the supplier in his capacity as a stakeholder in the finance lease contract, to demand the implementation of the obligations resulting from the finance lease contract, so the direct lawsuit is not accepted, unless there is genuine curiosity (Al-Zoubi, 2010, p245).

The Jordanian legislator took a new approach to real estate procedures or transactions, imposing the obligation to register with the competent department in accordance with the financial leasing law as well as the real estate property law, which was reflected in the guarantees granted to the financial leasing contracts, and in order for the financing lease contract to be instituted, The lessee must have registered the financial leasing contract with the appropriate department, which permits the lessee to bring this case; otherwise, he may be denied this privilege, since the legislator wishes to alert the parties of the importance of the financial lease contract, This is what the article 15/A stipulates 15/A of the financial lease law stipulates that: "The lease contract relating to any of the real estate and private movables must be registered with the competent official departments under penalty of nullity, and this registration does not entail any fees and taxes," as stipulated in Article (63) Of the Real

Estate Property Law states that: “The disposals, contracts or any transactions that take place on real estate or water are not valid in the areas in which the settlement took place unless they are registered with the registration directorate, and any disposition, contract or transaction that takes place otherwise is considered null”, which shows emphasis on the obligation to register the financial leasing contract with the competent department if it is related to real estate, which indicates the desire of the Jordanian legislator to preserve the rights of the contracting parties through the obligation to register the contract with the competent department.

2.1 Objective Conditions

In financial leasing law, the objective criteria of direct litigation differ from those of a civil case. In the financial leasing legislation, special objective circumstances are necessary to distinguish direct lawsuits from civil lawsuits, so that the lessee has the ability to start it, which we shall address below:

2.1.1 Existence of legal provision

One of the most important conditions for a direct lawsuit is the existence of a legal text that authorizes the lessee to file it against the supplier, and this text is the one that decides a place for the lessee to compete and apply at the same time to other creditors of the lessor for whom this lawsuit is not decided, and according to this text, the lessee who filed the direct lawsuit competes with the creditors of the lessor. The individual against whom the case is filed and claim for the fulfillment of his right are made (Obeidat, 2008, p927), this requirement is regarded as a critical key condition in direct litigation under financial leasing legislation.

This is what the jurisprudence has tended to, that the direct lawsuit is not proven except by a special legislative text, and this is sufficient to say that there is no origin to which the direct lawsuit is referred so that it is based on this origin without the need for the text (Al-Sanhouri, 2000, P990), and the direct lawsuit was decided in the financial leasing law, according to Article 13 of the Financial Leasing Law, which entitles the lessee to refer directly to the supplier.

There is no room for a direct lawsuit without the text of Article 13 because the direct lawsuit gives the lessee preference over the other creditors and is a way for the lessee to obtain what it is seeking. The direct lawsuit in the financial leasing contract arose according to Article 13, which allowed its establishment and was closely linked to the existence of the text of the law. It would improve the tenant's case and raise the likelihood that he would be successful in acquiring his right because it is a right for the debtor and not the debtor's debt (Al-Jubouri, 2012, p299).

2.1.2 Establishment of Lawsuit by the Tenant

The lessee was permitted a direct lawsuit under the financial leasing contract, to the exclusion of others. As a result, because the wording of Article 13 confers this right only to the lessee, who is the beneficiary of the real estate leased by the lessor under the financial lease contract, only the lessee has the right to launch a direct action against the supplier. The leased real estate that is not connected to the financial lease contract is occupied by referring directly to the supplier to demand the fulfillment of the financial lease contract's obligations. As a result, the lessee must file a direct lawsuit against the provider under financial lease legislation.

2.1.3 Supplier's Failure to Implement Obligations

The lessee is being sued directly as a result of the supplier's inability to carry out the responsibilities in the financial leasing contract. When the direct lawsuit is filed, there must be a failure by the supplier to implement the responsibilities, and this breach generates a right for the lessee, which leads to the lessee's entitlement to the right, so that the lessee can sue. Whoever initiates direct litigation in his own name against the supplier has the right, which he seeks from the lessor, to be paid promptly (Sultan, 1997, p27).

If the supplier does not carry out its obligations, the lessor must provide the necessary paperwork and assist the lessee in returning to the supplier. If not, the lessor will be liable to the lessee for carrying out the obligations (Article 13 of Financial Leasing Law, 2008), as a direct lawsuit is not regarded as a preventative measure or one of the permitted ways to maintain the general guarantee. Through it, the lessor gives the supplier direct access to the lessee, who obtains his fixed right from the lessor without facing competition from the lessor's creditors (Al-Muji, 2006, p221).

As a result, the lessee's entitlement to the right is when the supplier fails to implement the obligations, so the lessee cannot file his direct claim against the supplier unless he has an established right in the lessor's debt, and this lessor is a creditor to the supplier, within the limits of the lessee's claimed right. That right in the lessor's obligation has expired, and the lessee's direct claim against the supplier has also expired (Al-Qudah, 2014, p91).

3. Conclusion

After exploring the possibility of using the direct lawsuit in the financial lease contract by comparing Jordanian and Egyptian legislation, as well as the issue that conflicts with the application and clarifying the conditions for

filing the direct lawsuit in the financial lease contract, the researcher arrived at the following conclusions and recommendations:

1. The direct lawsuit in financial leasing law was decided by virtue of a special legislative text that granted the lessee the right to file a direct lawsuit against the supplier, and this resulted in the establishment of a balance between the relations in the financial lease contract, without favoring one party over the other and keeping the legislative organization in line with the nature of the financial leasing contract, as well as maintaining the sound legislative regulation of the texts.
2. It is noted in both Jordanian and Egyptian legal systems that a direct lawsuit was decided in favor of the lessee in a financial lease contract, the Jordanian legislator took a different tack in the financial lease law regarding the application of the direct lawsuit, so he introduced new provisions that diverge from those that were used in the lease contract's legal framework under Jordanian civil law. The Egyptian lawmaker adopted this strategy and continued to support the prior direct lawsuit in the same manner.
3. Achieving contractual justice between the parties to the lease contract, equality in bearing obligations and creating reciprocal justice between the contracting parties are all made possible by the application of the direct lawsuit, which leads to achieving contractual justice between the parties to the lease contract, and equality in bearing obligations, and creating mutual justice between the contracting parties.
4. Direct litigation plays a key role in maintaining the contractual equilibrium by establishing contractual stability, contractual justice, and trust prior to contracting, the power to file a direct lawsuit allows the parties to a contract to go back and demand that their duties be carried out. This imposes equity and balance in carrying obligations, and contractors agree to this when signing a contract.

4. Recommendations

In order to achieve contractual stability, contractual fairness, and confidence prior to contracting, as well as to fulfill commitments without deviating from them, the direct lawsuit plays an important role in maintaining the contractual balance, and obligations without derogating from them. In order to achieve a balance between civil law and the law of financial leasing, we urge the Jordanian legislator to apply the direct lawsuit in the lease contract in a manner similar to that of the financial leasing industry. This is because there are legal, protective, and economic justifications for doing, which made reference to the direct litigation in the financial leasing contract and this is a success of contractual justice and contractual stability between the contracting parties. Accordingly, recommend to the Jordanian legislator legal texts comparable to the Egyptian civil law as follows:

1. The lessor may take immediate action against the sub-tenant to recover from him the amount of the debt that the original lessee owes.
2. If the lease agreement was accepted by the lessor, the sub-tenant may bring direct action against the lessor to enforce its duties under its terms. If the agreement was not approved by the lessor, the sub-lessee will be forced to return to the original lessee.
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