... ZAOULI N°10, Vol. 2, Juin 2025, pp. 13-34 ISSN : 2788-9343

Soumission : **12/02/2025** **Acceptation : 15/05/2025** **Publication** : **15/07/2025**

Force Majeure and Fortuitous Event in Algerian Civil Law

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Abstract:
The concept of force majeure and fortuitous event plays a crucial role in civil law, particularly regarding contractual and extra-contractual liability. These legal notions offer a pathway for the debtor to be released from obligations or avoid liability when facing unforeseeable and unavoidable events. Consequently, individuals frequently invoke them as legal defenses when confronted with unexpected situations, which underscores the importance of understanding their exact scope, legal foundation, and practical implications. In Algerian civil law, while both force majeure and fortuitous event are explicitly referenced in legislative texts, the distinction between them remains ambiguous, often leading to confusion in legal interpretation and judicial application. This raises the need to determine the criteria that define each concept and to clarify what constitutes a legitimate invocation of either one. This study aims to explore the legal underpinnings of both notions, delineate their boundaries, highlight their similarities and differences, and assess how they are addressed in Algerian legal doctrine and case law. By adopting an analytical and comparative approach, and by reviewing relevant court rulings, this research seeks to shed light on the legal and practical consequences of invoking force majeure or fortuitous event as a ground for exemption from liability. Ultimately, the objective is to propose recommendations that could contribute to a clearer legislative framework, thereby enhancing legal certainty in the performance of civil obligations under exceptional circumstances

Keywords: *Force majeure – Fortuitous évent – Civil liability – Algerian Civil Code.*

Force majeure et cas fortuit en droit civil algérien

Résumé :
Le thème de la force majeure et de l'événement fortuit revêt une importance capitale dans le droit civil, notamment en matière de responsabilité contractuelle et extracontractuelle. En effet, l'invocation d'un fait imprévisible et irrésistible permet au débiteur de se libérer de son obligation ou d'échapper à une mise en cause de sa responsabilité. Cela conduit de nombreuses parties, face à des situations inattendues, à se prévaloir de ces notions comme moyen de défense, ce qui soulève la question fondamentale de leur définition, de leur champ d'application, et de leurs effets juridiques. Dans le contexte du droit civil algérien, bien que la législation mentionne à plusieurs reprises la force majeure et l'événement fortuit, la distinction entre les deux reste floue, tant dans les textes que dans l'interprétation jurisprudentielle. Dès lors, une clarification s'impose afin d'éviter toute confusion dans leur mise en œuvre. Cette étude vise à examiner les fondements juridiques de ces deux notions, à identifier leurs différences et similitudes, et à analyser leur traitement dans la doctrine et la jurisprudence algériennes. À travers une approche analytique des textes législatifs pertinents et une lecture critique des décisions judiciaires, ce travail cherche à mettre en lumière les enjeux pratiques liés à l'usage de ces notions, et à proposer des pistes de réflexion pour une meilleure sécurité juridique dans l'exécution des obligations civiles en contexte de circonstances exceptionnelles.

Mots-clés: *Force majeure – Cas fortuit – Responsabilité civile – Code civil algérien ---*

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Introduction

In light of the ongoing transformations occurring across various domains worldwide, the need has arisen to reconsider numerous legal concepts, particularly classical ones—chief among them force majeure and fortuitous event—within the framework of executing obligations under civil law. It is well established in legal doctrine that civil liability, whether contractual or tortious, requires the presence of three essential elements: fault, damage, and a causal link.

The latter constitutes the critical connection between fault and damage. Accordingly, any attempt to avoid liability must involve severing this causal connection, which can only be achieved through the proof of a foreign cause (cause étrangère)—of which force majeure and fortuitous event are notable manifestations.

This renders the concepts of force majeure and fortuitous event of considerable importance, particularly regarding their legal implications. While the Algerian legislator has explicitly referred to both terms in several provisions of the Civil Code, the relationship between them continues to raise numerous legal challenges. On this basis, the research seeks to address the following central question:

What is the legal and doctrinal foundation for distinguishing between force majeure and fortuitous event under Algerian civil law?.

It appears that clarifying the precise meaning of force majeure and fortuitous event has become an absolute necessity. It is likely that the Algerian legislator, through the

provisions of the Civil Code, considers them as two sides of the same coin, since they are subject to neither different conditions nor distinct legal effects, and share the same source.

This research aims to answer these questions by examining the legal differences between the two concepts as stipulated in Algerian law, analyzing juristic opinions, and referencing selected judicial rulings, with a view to providing recommendations that could improve the drafting and clarity of relevant legal provisions.

To achieve this, the research adopts both the analytical and descriptive methodologies, through an examination of the legal texts governing force majeure and fortuitous event in Algerian civil law. It also relies on an inductive approach, by reviewing pertinent judicial decisions addressing these notions.

1. General concepts of Force Majeure and fortuitous Event.

1.1. Definition of Force Majeure.

The doctrinal debate surrounding the legal nature of force majeure has significantly influenced the interpretation and delimitation of its scope. This raises the essential question: what is meant by force majeure, and what are the necessary conditions for its application? Several definitions have been proposed, among them the one provided by Professor Labib Shanab, who defines it as follows: (A fortuitous event or force majeure is an external incident that cannot be foreseen or prevented, and which directly leads to the occurrence of the damage). (M. L. Shenab, 2009, p. 220)

Professor Suleiman Marcus holds that (the terms 'fortuitous event' and 'force majeure' are two distinct expressions that convey the same meaning, namely an

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unforeseeable and unavoidable occurrence that compels a person to breach an obligation). (S. Markus, pp. 492–493)

Similarly, the Mazeaud brothers define force majeure as (an unknown occurrence that cannot be foreseen or prevented).(F. Idris, p. 166)

Furthermore, the French Court of Cassation has provided the following definition: "A fortuitous event or force majeure is an external incident that occurs suddenly, and which cannot be foreseen or avoided." (F. Idris, p. 167)

As for its legal definition, the legislator has not provided a precise definition of force majeure, which is understandable, as it is not within the legislator's function to define legal concepts. However, based on the aforementioned doctrinal and jurisprudential definitions, it can be concluded that force majeure encompasses any event that is beyond human foresight, and even if such an event is imminent, it remains beyond human control—such as natural phenomena and disasters.

Nevertheless, certain conditions must be met for such an event to be qualified as force majeure, which will be examined below.

1.2. Distinction Between Force Majeure and Similar Legal Doctrines.

The concept of force majeure has often been confused with other legal doctrines that appear similar, despite the existing differences. Among the doctrines frequently associated or conflated with force majeure are the following:

1.2.1. Force Majeure and Fortuitous Event (Cas Fortuit) .

Referring to Article 138, paragraph 2 of the Algerian Civil Code, which states: (Anyone who has custody of a thing… shall be exempt from this liability if he proves that the damage occurred due to an unforeseeable cause, such as the act of the victim, the act of a third party, a fortuitous event, or force majeure,) we find that the legislator has provided various examples of foreign causes of liability exemption, including force majeure and the fortuitous event, also referred to as the unexpected event. This raises a fundamental question regarding the intent of the legislator:

does the legislator view these two concepts as equivalent—merely different expressions for the same legal reality—or does he consider them distinct legal notions, each with independent content and effects?

In addressing this question, jurists have divided into two main schools of thought:

The First School:

Advocates of Distinction Supporters of this view argue that force majeure and fortuitous event are entirely distinct legal concepts, with no overlap between them. This position has been supported by legal scholars such as Saleilles and Chapus. Within this school itself, several trends have emerged regarding the precise points of differentiation between the two concepts.

* There is a view that the distinction between force majeure and unforeseen accident lies in the severity and gravity of the incident. From this perspective, when the incident has significant and substantial consequences, it is considered force majeure, whereas incidents with less serious effects do not rise to the level of force majeure and are thus described as unforeseen accidents. (H.A. Al-Dhannoon, 2006, p. 53)

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* Another view considers force majeure to be an external event unrelated to the activity of the defendant, as in the case of earthquakes and volcanic eruptions. In contrast, the unforeseen accident is seen as an internal matter directly related to the defendant's activity, such as the explosion of a machine or the derailment of a train. (A. A. Al-Sanhouri, P.736)

*As for the final view, force majeure, in their assessment, refers to a situation where the impossibility is absolute, making it entirely unavoidable. On the other hand, an unforeseen accident is associated with relative impossibility. They also add that while force majeure cannot be resisted, the unforeseen accident cannot be anticipated.(M. S. Al-Saadi, 2003, p. 117)

The Second Group:

The proponents of this group argue that the distinction between force majeure and unforeseen accident has no valid basis and is not supported by any sound reasoning. In this regard, Professor Hassan Ali Al-Dhannoun adds: Understanding the position of this group requires answering the following question:

Did the drafters of the law intend to assign distinct meanings and rules to force majeure and unforeseen accident, or did they intend to treat them as one and the same?

In answering this question, it is sufficient to refer to the intent of the drafters of the French Civil Code, who considered these two expressions to be synonymous, as stated by the early commentators on this code. Thus, the

distinction between them has no valid foundation. (A. H. Foudah, p. 170)

This latter view is the one that has been favored both in legal doctrine and judicial rulings, for the reasons previously presented.

*The Position of the Algerian Legislator:

It is widely held that when the Algerian legislator addressed the concept of a foreign cause as a means of exemption from civil liability in general—and tort liability in particular—he did not intend, either linguistically or legally, to differentiate between the two terms (force majeure and unforeseen accident), but rather aimed to achieve a single result: that each constitutes a cause of exemption from liability when the necessary conditions are met. Accordingly, the legislator explicitly adopted the position of the second group.

1.2.2. Force Majeure and Hardship (Changed Circumstances).

In addition to unforeseen accidents, the concept of force majeure has often been confused with another concept: hardship (or exceptional circumstances). So, what is meant by hardship?

Hardship is defined in Article 107, paragraph 2 of the Algerian Civil Code as:

> Exceptional, general circumstances beyond the debtor's control, which could not have been foreseen at the time of the contract's conclusion, and which occur during its execution, making its performance burdensome for the debtor, though not impossible, and threatening him with severe loss.

Based on this article and the previously discussed definitions of force majeure, it becomes clear that the theory

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of hardship is among the closest legal systems to force majeure, to the extent that distinguishing between the two is often difficult. Therefore, we will attempt to clarify the difference by highlighting their points of similarity and difference as follows:

- **Points of Similarity:**

These can be seen through the following aspects: Common Origin and Cause: This means that the event underlying hardship is often the same as the one that gives rise to force majeure.

For example, the occurrence of war or an earthquake may, in some cases, lead to the impossibility of performing an obligation. At the same time, such events may also render it impossible for the liable party to prevent the damage caused by an object in their custody .(K. A. S. A. Bani, 2006, p. 6)

-In Terms of Conditions: The conditions required for each are almost identical. The conditions for the theory of hardship can be summarized in four main elements: (A. R. Al-Sanhouri, pp. 524–527)

1. Deferred execution of the contract: The contract in question must not be one of immediate execution. Thus, any contract that is performed immediately upon its conclusion cannot be subject to this theory.

2. The occurrence of exceptional and general events after the conclusion of the contract: These events must be unforeseeable by an ordinary person at the time of contracting because they are unusual, such as wars, earthquakes, or sudden price spikes.

3. The event must render the obligation burdensome, but not impossible: As a result, the theory of hardship aims to adjust the obligation to a reasonable level, not to terminate it.

As for the conditions for establishing force majeure, they are typically three:

1. The impossibility of resisting the event .
2. The event must be unforeseeable.
3. The cause of the event must be external (The details of these conditions will be discussed in their proper place.)

- **In Terms of Effect:**

Both hardship and force majeure are considered legal obstacles that prevent the obligation from being fulfilled in its normal form.

Hardship leads to a reassessment of obligations by reducing them to a reasonable level to alleviate the burden. In contrast, force majeure results in the extinction of the obligation altogether.(E. Al-Dinassouri, 2004, p. 531)

- **In Terms of Origin:**

If we examine the law, we find that the emergence of these two doctrines (force majeure and hardship) is generally attributed to legal interpretation and administrative jurisprudence. However, in reality, this is not entirely accurate, as Islamic jurisprudence was actually the forerunner in developing and applying both concepts.[1]

- Points of Difference:

[1] Islamic jurisprudence has had numerous applications in this regard, including monetary value fluctuation and contract dissolution, both of which are supported by various legislative texts.

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The theory of hardship differs from force majeure or unforeseen accident in several respects:

- **In Terms of Scope of Application:**

- While the theory of hardship can only be applied in the context of a contract or contractual obligation—as confirmed by Article 107, paragraph 2 of the Algerian Civil Code—force majeure is not limited to contractual liability. It also extends to tort liability, as stipulated in Articles 121 and 138 of the same code.

- **In Terms of Public Policy Relevance:**

The legislator does not permit parties to exclude the application of the hardship theory through agreement, as it is considered a matter of public policy. However, it is permissible to agree on the exclusion of the application of force majeure, but only within the scope of contractual liability. In tort liability, such exclusion is not allowed because its rules are inherently tied to public policy.

- **In Terms of the Effect on the Obligation:**

Among the consequences of the hardship theory, as previously mentioned, is that the debtor becomes burdened by the obligation; however, this burden does not reach the level of impossibility.

The debtor is still capable of fulfilling the obligation, albeit with difficulty. In contrast, force majeure results in

absolute impossibility, rendering the performance of the obligation entirely unattainable.[2]

1.2.3. Force Majeure and the State of Necessity.

One of the definitions given for the state of necessity is that it refers to a situation in which a person causes forbidden through their actions, where that forbidden is the only means to avoid a greater forbidden. This is illustrated by the case of a driver who hits a herd of livestock in order to avoid colliding with a pedestrian.

Based on this definition, can we say that the state of necessity is a form of force majeure?. Regarding the answer to this question, two opinions have emerged:(K. A. S. A. Bani, 2006, p. 6)

1. The first opinion sees the possibility of considering the state of necessity as force majeure. According to this view, legal scholars, when discussing the element of fault, acknowledge that the state of necessity negates fault on the part of the person who acted under such circumstances—just as force majeure does.
2. The second opinion rejects this possibility. It argues that the impossibility faced in a state of necessity is moral rather than absolute. A person in such a situation can only avoid forbidden within certain limits, and not entirely.

[2] Article 107, Paragraph 2: (... However, if exceptional general events occur that were unforeseeable and result in the contractual obligation—though not impossible to perform—becoming excessively burdensome for the debtor to the extent of threatening a substantial loss, the judge may, according to the circumstances and after considering the interests of both parties, reduce the burdensome obligation to a reasonable level. Any agreement to the contrary shall be deemed null and void.)

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It is worth noting here that the law provides for specific rules in cases of necessity concerning liability and compensation—even when the situation is caused by a foreign (external) factor.

This is reflected in Article 130 of the Algerian Civil Code, which states: (Whoever causes forbidden to another in order to avoid greater imminent forbidden to himself or to others shall only be liable for the compensation that the judge deems appropriate.)

1.3. Conditions of Force Majeure.

For force majeure to be established in a way that exempts one from liability, three conditions must be met, which we will detail as follows:

1.3.1. The Inability to Prevent the Event.

What is meant by the inability to prevent the event is that it must be impossible for the custodian (or responsible party) to resist or overcome the incident. The impossibility referred to here is absolute, whether it be physical or even moral.

Regarding the inclusion of this condition in Algerian legislation, the legislator did not explicitly mention it in Article 138, which may be an oversight, considering that this condition is among the fundamental elements upon which force majeure is based.

As for the standard used to determine whether the event was preventable by the custodian, it is an objective standard. This means the custodian's personal abilities or circumstances are not taken into account. Rather, the assessment is based on what a reasonable person would have been able to do under the same external conditions as

the custodian. Therefore, the custodian must prove that it was not possible for him to act in any other manner than he did.(M. M. E. l-D. I. Selim, 2007, p. 532)

1.3.2. The Inability to Foresee the Event.

This condition is fulfilled when the cause of the event catches the custodian by surprise, leaving him with no opportunity to take preventive measures. Therefore, if the event is of a kind that commonly occurs or if there were warning signs indicating its likely occurrence in the future, the element of unforeseeability is negated. In such cases, the custodian would be considered negligent, and the incident would no longer qualify as force majeure—thus, liability remains. (Y. A. Al-Mouafi, p. 192)

As for the standard used to assess unforeseeability, some scholars link this condition to the rarity of the event, such as earthquakes and volcanic eruptions. However, this view is not universally applicable, as it does not constitute a fixed rule. An event is considered unforeseeable when there is no specific reason or evidence suggesting that it was likely to occur.(S. S. Montasser, 1977, p. 57)

1.3.3. Externality of the Cause of the Event.

Before discussing the meaning of this condition, it is important to first highlight the historical roots behind its emergence.

The requirement of externality originated from the legal position of the injured party in relation to damage caused by an object. Initially, the injured party had to prove that the damage resulted from a defect in the object. Therefore, in order for the custodian to be exempted from liability, he had

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to prove the absence of any defect in the object—a view supported by proponents of the objective theory of liability.

This remained the case until liability was redefined by French jurisprudence. In 1921, the Civil Chamber of the French Court of Cassation ruled against relying solely on the defect in the object. This led to a division within the French judiciary over the appropriate standard for determining whether the event could be considered external to the custodian.

The famous Jand'heur ruling, issued on February 13, 1930, finally settled the matter. It completely rejected the relevance of an inherent defect in the object, declaring that such a defect is an internal cause and has no bearing on liability. Thus, for example, an incident caused by brake failure is not considered a foreign or external cause—it is an internal one.
Subsequently, the requirement of externality was extended from the object to the person. For instance, if someone suddenly suffers from a medical condition such as epilepsy and causes an accident, this too is not regarded as an external cause.

But the matter did not end there. The notion of externality was later extended again—this time to the roadway itself. This development was based on a proposal by the jurist Starck, who, in an article published in the Quarterly Journal of Civil Law in 1966, wrote:
A defect in the road on which a vehicle travels, such as a pothole, should not be considered a foreign cause. This is analogous to a defect in railway tracks, which does not constitute a foreign cause that exempts the railway company from liability for damages caused by a train derailment. (Fadli Idris ,pp. 176–177)

Based on this article, in his view, the operation of a vehicle requires the presence of three elements: the vehicle, the driver, and the road. Any defect relating to one of these elements is no longer considered external to the custodian, and thus the event cannot be classified as force majeure, which is required to exempt one from liability.

Since then, the concept of externality has been defined to mean that the cause of the damage must not be attributable to the act of the custodian nor to the object itself.

Accordingly, in order for the custodian to be exempted from liability, they must prove that the damage resulted from a foreign cause over which they had no control.

Based on the foregoing, whenever these conditions are met, we are in the presence of force majeure or what is known as a fortuitous event, which is subject to a set of legal rules that will be addressed in the following section. (M. S. Al-Saadi, p. 119)

2. Special Rules Governing Force Majeure.

In this section, we will address both the burden of proof for force majeure and the discretionary authority to assess its existence under the first subsection. The second subsection will be dedicated to the legal effects resulting from force majeure.

2.1. Burden of Proof and Discretionary Power in Assessing Force Majeure.

2.1.1. Burden of Proof for Force Majeure:

To establish liability on the part of the responsible party or custodian, the injured party bears the burden of proving the occurrence of fault, the existence of damage, and the

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causal link between the two. Therefore, the only way for the defendant to escape liability is to invoke force majeure.

In such a case, it is incumbent upon the defendant to rebut the causal connection by proving that the damage would not have occurred had it not been for an external cause beyond their control.

2.1.2. Discretionary Power to Assess Force Majeure:

The assessment of whether an event qualifies as force majeure falls exclusively within the discretionary power of the trial judge. This determination is not subject to higher judicial review, provided that the judgment is based on serious and logical reasoning. (A. A. Suleiman, p. 103)

2.2. Effects of Force Majeure Force.

majeure may be the sole cause behind the occurrence of damage; however, this does not exclude the possibility of it combining with another contributing cause. Accordingly, this subsection will address the legal ruling on force majeure in two scenarios:

2.2.1. The Case of Exclusivity.

This refers to the situation where force majeure is the sole cause of the damage, without being accompanied by any act involving the object under the custodian's control. An example of this would be a sudden storm that uproots a tree, which then falls and strikes a car, resulting in injury to the victim. In such a case, the causal link is negated, and consequently, the custodian bears no liability.(H. A. Al-Thanoon, 2006, p. 299)

2.2.2. The Case of Contributory Cause

This scenario is the opposite of exclusivity, as force majeure contributes alongside the act of the object under the custodian's control in causing the damage.

In such a case, the custodian is required to pay full compensation, since the act is considered a contributing cause to the damage, whereas force majeure is deemed merely incidental.

Furthermore, even if force majeure is the main contributing cause in this scenario—i.e., in the case of joint causation—it is not taken into account, as there is no liable party to bear the compensation for damage resulting from an act of nature, and nature itself cannot bear the compensation for damage resulting from an act of nature, and nature itself cannot bear responsibility. (E. Al-Dinassouri, p. 291)

This viewpoint remained dominant and widely accepted in judicial jurisprudence for a long time. However, matters changed in 1951 following a significant ruling by the French Court of Cassation in the case of the ship Lamoricière. As a result of this case, new legal doctrines emerged advocating for reduced liability when force majeure is a contributing factor in the incident, without entirely excluding the involvement of the object's act.

The facts of this case are summarized as follows: the aforementioned ship sank in the Mediterranean Sea in 1942, resulting in the death of more than 300 people. The shipping company that owned the vessel was considered its custodian, in accordance with Article 1384, paragraph one of the French Civil Code. Consequently, it was held liable for

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the damages caused by the ship due to the poor quality of the coal, which affected the families of the victims. [3]

Despite the fact that the court attributed the incident to a storm that met the characteristics of force majeure, it did not grant full exemption to the custodian. Instead, it upheld the decision of the trial judge, who found that the incident was due to force majeure for four-fifths and to the act of the object for the remaining one-fifth.

Consequently, the court ruled that the company was liable for compensation only to the extent of one-fifth.

However, this approach has not escaped criticism. Legal scholars have criticized it for two main reasons[4]:

First, the absence of a precise standard by which the extent of the causal link can be determined, leading to arbitrary judgments.

Second, the foundation of civil liability cannot lie in the causal relationship alone, as causality is merely an essential element in establishing liability. It is what determines the party that bears the burden of compensation by linking the act to the damage.

Accordingly, if the damage is attributable to a fault that is not considered force majeure, then liability remains. On the other hand, if the opposite is true, there is no liability—even if other factors have contributed alongside the force majeure.

[3] Abdelhamid Othman Mohamed, Causation in Liability for Things – An Analytical and Comparative Study, p. 60. 2. Reflected damage refers to harm that affects third parties indirectly, such as injury or death sustained by a decedent which consequently causes harm to their heirs.

[4] Reflected damage refers to harm that affects third parties indirectly, such as injury or death sustained by a decedent which consequently causes harm to their heirs.

Conclusion:

Through our treatment of the topic of force majeure and fortuitous events in Algerian civil law, we have attempted to clarify the nature of the relationship between the two concepts, despite the conflicting doctrinal views regarding their unity. It appears that the Algerian legislator was influenced by this divergence, as both expressions are used interchangeably in the Civil Code. However, upon examining Article 138 of the Algerian Civil Code—which is merely a translation of the original French text—it becomes evident that the two terms are essentially two sides of the same coin. The legislator's use of both expressions may stem from a translation error. This is further confirmed by the second paragraph of the same article, which uses the term exceptional circumstance, a term that is inaccurate and imprecise. The more appropriate term is fortuitous event , as found in Article 127 of the Civil Code. This is because the term exceptional circumstance may cause confusion with hardship , two distinct legal concepts: the former renders the performance of the obligation impossible, while the latter renders it burdensome, as previously explained. In conclusion, we suggest that the legislator reconsider the wording of Article 138 of the Civil Code in a manner consistent with Article 127, which serves as the foundational reference for forms of foreign cause (casus). This includes avoiding repetition in listing these forms, as they are already enumerated therein.

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References

Abd Arazak Al-Sanhouri, *Al-Wasit in the Explanation of Civil Law – Sources of Obligation*, Vol. 1.

Abdel-Hakim Foudah, *Effects of Hardship and Force Majeure on Legal Acts*, Alexandria, Manshat Al-Maaref.

Ali Ali Suleiman, *Various Legal Perspectives*, University Publications Office, Algeria.

Ezzedine Al-Dinassouri, 2004, *Civil Liability in Light of Jurisprudence and Case Law*, Vol. 1, 7th ed, Alexandria, Manshat Al-Maaref.

Fadli Idris,*Liability for Inanimate Objects in Algerian Civil Law*, University Publications Office.

Hassan Ali Al-Thanoon, 2006, *Al-Mabsout in Civil Law – Causal Link*, Vol 3, 1st ed, Amman, Dar Wael Publishing.

-Khaled Ali Suleiman Bani Ahmad, 2006, "The Difference Between Force Majeure and Hardship – A Comparative Study Between Islamic Jurisprudence and Positive Law", *Jordanian Journal of Islamic Studies*, Issue 2.

Mohamed Labib Shenab, 2009, *Liability for Things – A Comparative Study*, 2nd ed, Alexandria, Al-Wafaa Legal Library.

Mohamed Mohy El-Din Ibrahim Selim, 2007, *The Theory of Hardship Between Civil Law and Islamic Jurisprudence – A Comparative Study*, Dar Al-Matbouat Al-Jami'iyya.

Mohamed Sabri Al-Saadi, 2003, *Sources of Obligation – The General Theory of Obligation in Algerian Civil Law*, Dar Al-Kitab.

République Algérienne Démocratique et Populaire. (1975). Ordonnance n° 75-58 du 26 septembre 1975 portant Code civil, modifiée et complétée par la loi n° 07-05 du 13 mai 2007, J.O.R.A., 30 septembre 1975, n° 78, p. 990 et suiv. / 13 mai 2007.

Soheir Sayed Montasser, 1977, *Defining the Concept of Custody in Liability for Things, PhD Dissertation*, Faculty of Law, Ain Shams University.

Suleiman Markus, *Civil Liability in the Civil Codes of Arab Countries*.

Yehia Ahmad Al-Mouafi, *Liability for Things in Light of Jurisprudence and Case Law*, Alexandria, Manshat Al-Maaref.