



The Extent of Criminalization of the Unauthorized Use of Credit Cards under Algerian Law

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Abstract

This study focused on criminalizing the unauthorized use of credit cards according to the general principles in criminal law, where the principle of legality is a cornerstone. The judge cannot criminalize actions or impose penalties that are not expressly stated in the law. The problem, therefore, begins with the absence of specific legal text. The judiciary faced significant difficulties in finding the appropriate adaptation for cases of assault on credit cards based on general rules. This study concludes that the provisions of criminal law related to financial crimes do not provide sufficient protection for the interests associated with the use of these cards. Legislative intervention is necessary to fill this legal gap.

Keywords: *Credit card; Unauthorized use; Financial crimes; Cardholder.*

L'étendue de la criminalisation de l'utilisation non autorisée des cartes de crédit en droit algérien

Résumé

Cette étude s'est concentrée sur la criminalisation de l'utilisation non autorisée des cartes de crédit selon les principes généraux du droit pénal, dont le principe de légalité est la pierre angulaire. Le juge ne peut criminaliser des actes ou imposer des sanctions qui ne sont pas expressément prévus par la loi. Le problème commence donc par l'absence de texte juridique spécifique. Le pouvoir

judiciaire a rencontré des difficultés importantes pour trouver l'adaptation appropriée aux cas d'agression sur les cartes de crédit sur la base des règles générales. Cette étude conclut que les dispositions du droit pénal relatives aux crimes financiers n'offrent pas une protection suffisante aux intérêts liés à l'utilisation de ces cartes. Une intervention législative est nécessaire pour combler cette lacune juridique.

Mots clés : *Carte de crédit ; Utilisation non autorisée ; Crimes financiers ; Titulaire de la carte.*



Introduction

Modern technology is one of the most prominent features of the contemporary era, as societies today are measured by the extent of advancement in modern means of information exchange. It has become necessary for individuals to possess adequate knowledge to use these means, given the informational wealth and various advantages and services they provide at all levels.

The spread of such tools – including computers and the internet – has led to the flourishing of electronic commerce, which relies heavily on these technologies. This, in turn, has brought about the emergence of electronic money represented in plastic cards that enable individuals to borrow, deposit in banks, withdraw from ATMs, or use them to obtain goods and services from merchants.

Thus, these cards – including credit cards – perform major functions within electronic commerce. However, they can also be considered a double-edged sword. Despite their many advantages and diverse functions, their emergence has contributed to the spread of crime in various forms and has influenced the development of criminal methods and means, leading to the rise of new types of crimes that the law has not yet criminalized. Crimes in this field evolve rapidly due to the vast facilities that technology provides for both organized and individual criminal activities, often beyond the reach of punishment, while legislation and laws remain slow and unable to keep up with ongoing scientific and technological advancements.

Since “there is no crime and no punishment except by virtue of a legal text,” many crimes resulting from

technological use remain outside legislative coverage, such as hacking or illegal access to computer systems and networks, the transmission and distribution of computer viruses intended to damage data, as well as defamation, fraud, forgery, and the misuse of electronic credit cards.

Therefore, among the acts that should be criminalized within electronic commerce is the use of electronic credit cards, which may be misused by their legitimate holder, the merchant, or others. A similar situation occurred initially with checks, but the criminal legislator explicitly criminalized their misuse. However, there is no specific legal provision criminalizing the unauthorized use of credit cards under Algerian law. The problem thus arises from the absence of such a provision, based on the legal principle that "there is no crime or punishment without a law." Consequently, jurisprudence and the judiciary faced significant difficulties in finding the proper legal characterization for cases of unauthorized use of credit cards based on the provisions of the Penal Code.

In Algerian legislation, the legislator did not define the card nor regulate its rules, despite its increasing use in recent years. Nevertheless, Law No. 05-02 of 06/02/2005, amending and supplementing Ordinance 75-59 of 26/09/1975 constituting the Commercial Code, addressed certain payment methods in Chapter IV, specifically dedicating Chapter III to payment and withdrawal cards in Articles 543 bis 23 and 543 bis 24. Article 543 bis 23, in its first paragraph, provided a definition of the credit card, but did not establish penal provisions for its misuse. The traditional legal rules are insufficient to confront crimes and assaults targeting these cards, given their electronic nature.



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The importance of this topic lies in shedding light on a crucial issue – the unauthorized use of credit cards from the perspective of criminal law – through analyzing how these uses can be legally characterized under various existing crimes and the extent to which general provisions apply to crimes resulting from such misuse. This is particularly significant because credit cards have introduced new forms of crimes against the financial assets of individuals and financial institutions.

Thus, the central problem can be formulated as follows: To what extent can the unlawful acts committed using credit cards be included among the crimes stipulated in the Penal Code? Or does this issue require the creation of specific penal provisions to criminalize certain forms of assault on these rights and interests?

To address this topic, the analytical method was adopted, by analyzing all the legal frameworks and legislative and regulatory texts governing the foundations of unauthorized credit card use and the various related crimes, and by determining the extent to which general criminal law rules can be applied to the new cases involving the unauthorized use of electronic credit cards.

Accordingly, the study will be divided into two main sections as follows:

- **Chapter One:** Forms of unauthorized use of credit cards under Algerian law.
- **Chapter Two:** Criminalization of the unauthorized use of credit cards under Algerian law.
- **Chapter One: Forms of Unauthorized Use of Credit Cards under Algerian Law**

Certain actions by the parties involved in the credit card contract may constitute offenses in the eyes of criminal law. The bad-faith cardholder may commit financial assaults against the issuing bank or the merchant by using the card beyond the allowed credit limit, using it after its cancellation, or despite its invalidity. Likewise, a merchant may act in bad faith by accepting an expired or canceled card, or by honoring a counterfeit card without verifying its authenticity.

Therefore, it is necessary to examine these assaults carefully in order to ensure adequate protection, especially since such acts may involve serious crimes of a special nature that differ from traditional ones – they involve new types of offenders, modern concepts, and distinct criminal behavior.

Accordingly, we will examine the forms of these assaults and assess whether traditional legal provisions are sufficient to protect credit cards from such acts.

1. Unauthorized Use of the Card among the Parties to the Card Contract

It is commonly believed that the unauthorized use of credit cards occurs only by third parties seeking to unlawfully appropriate another's property. However, within this framework, even the contracting parties themselves may misuse the card. The following will discuss unauthorized use by the cardholder (Part I) and by the merchant (Part II).

1.1. Unauthorized Use of the Credit Card by the Cardholder

The cardholder is the person to whom the card was issued, whether principal or supplementary. The



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assumption here is that the card was issued by the authorized issuer and used by the holder during its validity period, within the permitted credit limit, and for the purpose for which it was created, according to the contract concluded between him and the issuer. Such use is lawful. However, the holder may misuse it either during or after its validity period, or even after its cancellation by the issuing bank, or when falsely claiming that it was lost or stolen.

1.1.1. Use of the card during its validity period:

The credit card is issued by its official source (the bank) in the name of the holder. Although it was lawfully created, the holder may abuse it by committing fraudulent acts against the issuer or the merchant. This misuse appears in two forms:

- Obtaining goods or services exceeding the agreed-upon credit limit, with bad faith or criminal intent.
- Making cash withdrawals exceeding the agreed-upon withdrawal ceiling.

Jurisprudence and courts have differed regarding how to classify crimes arising from these acts: some considered them *breach of trust*, others *fraud*, and some *theft*.

(1) Unauthorized Use of the Credit Card and the Crime of Breach of Trust:

Some jurists consider that the cardholder is criminally liable for *breach of trust* when using the credit card beyond its credit limit, on the basis that the bank issued the card conditional upon the existence of sufficient funds in the holder's account at the time of withdrawal or purchase. If the balance is exhausted during use, the holder breaches the

contract and betrays the bank's trust, thus committing *breach of trust*.

However, this view has been criticized, as the cardholder assumes the financial risk of overuse, and the bank's recourse remains civil – to demand repayment and withdraw the card after terminating the contract.

Other jurists reject applying *breach of trust* to such acts, since this crime, under Article 376 of the Algerian Penal Code, requires that the received funds be obtained through a contract of trust (deposit, agency, etc.), which is not the case in credit card transactions.

(2) Unauthorized Use of the Credit Card and the Crime of Fraud:

Fraud is defined as the unlawful acquisition of another's movable property through deception with the intent to appropriate it. It is criminalized under Article 372 of the Algerian Penal Code.

Would the cardholder's withdrawal or payment beyond the authorized limit constitute fraud? Most jurists say no – since there is no deceit or use of a false name or capacity. The cardholder uses his own authentic card correctly, and the merchant's payment system responds automatically. Any violation concerns only contractual obligations, not criminal fraud. The merchant, moreover, is obliged to verify the credit limit and must bear liability if he fails to do so.

Some French courts, however, such as the *Douai Court* (March 10, 1976), classified such actions as *fraud*, reasoning that the holder deceives the bank by creating a false guarantee of available funds, thus engaging in deceitful behavior.



(3) Unauthorized Use of the Credit Card and the Crime of Theft:

Article 350 of the Algerian Penal Code states: “*Whoever appropriates something not belonging to him is considered a thief.*”

Would the holder’s withdrawal of funds exceeding his balance constitute theft?

Some jurists argue yes – since the withdrawal of money exceeding one’s actual balance occurs without the bank’s consent, the act involves appropriation without permission. They compare the ATM to a machine like a minor or a madman who lacks will – meaning the delivery of funds is not truly voluntary.

However, this analogy is rejected. The ATM acts on behalf of the bank under a programmed system. The holder’s use of the card, even beyond the balance, does not amount to *theft* because the act involves voluntary delivery by the bank’s system – thus negating the element of appropriation. The machine is merely an intermediary; no “taking” by force or fraud occurs.

It is therefore impossible to classify the cardholder’s act of using a valid card to withdraw or pay beyond the available balance as *theft*, *fraud*, or *breach of trust*, because the material and moral elements of these crimes are not met, and analogy (*qiyas*) is prohibited in criminal law.

Hence, it is necessary for the criminal legislator to intervene to fill this legal gap by specifically criminalizing such conduct and determining applicable penalties – as was done with checks – in order to protect credit card transactions and ensure security in banking dealings.

1.1.2. The Unauthorized Use of Expired or Canceled Credit Cards

The credit card is the property of the issuing institution and is given to the client for a specific renewable period. The holder must comply with the contractual conditions agreed upon. However, the holder may use it after its expiration date or after the issuer has canceled it. Here arises the question of whether the holder can be held criminally liable in both cases:

1.2.1. Use of an Expired Credit Card:

One of the formal conditions of a credit card is the inclusion of its expiration date. The cardholder is required to return it to the issuing bank immediately after the expiration of its validity period. This is a contractual obligation that usually appears in the agreement, and also a legal obligation since the credit card contract is considered one of trust-based contracts (contracts of deposit), which oblige the holder to return it at the specified date – in this case, the expiration date. Therefore, if the holder keeps the card beyond this date, they are criminally liable. Here, we must distinguish between two cases :

- **Use of the expired card for payment:**

If the cardholder resorts to fraudulent methods to persuade the merchant to accept an expired card, they commit the crime of fraud. Egyptian jurisprudence has stated that “falsehood reaches the level of fraudulent means when accompanied by external or material acts that induce belief in its truth.” Such external acts include forgery or collusion between the holder and the merchant to accept payment with an expired card to the detriment of the issuing



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bank. The merchant may use a date on the invoice preceding the card's expiration, which constitutes fraudulent behavior but not forgery, since forgery requires material alteration in an official or private document through insertion, deletion, or addition, in a document not issued by the offender. Thus, in this case, the merchant is not guilty of forgery but of fraud, and the holder's use of the card constitutes an act of execution of the crime. The holder's criminal responsibility also arises even if the bank did not notify them of the expiration before they used the card to pay for purchases.

- **Use of the expired card for cash withdrawal:**

Here, we distinguish between two cases:

- **First:** If the holder uses the expired card unintentionally, believing it is still valid, their criminal liability is mitigated since proving good or bad faith is difficult.
- **Second:** If the holder knowingly uses the expired card for cash withdrawal despite being aware of its invalidity—such as when they signed a notification from the bank about the expiration—then, if used without fraudulent means, the act constitutes the crime of breach of trust; but if fraudulent material acts were committed, it constitutes fraud.

1.1.3.. Use of a Canceled Credit Card:

Using a credit card despite its cancellation is a fraudulent means of deceiving the merchant into believing that credit still exists. However, French jurisprudence considered the use of a canceled card without available funds as an

attempted theft. This view has been criticized on the basis that a card can be canceled for reasons other than insufficient funds. Therefore, the misuse of a credit card should be criminalized under special provisions, since traditional criminal law provisions do not explicitly address this form of informational fraud through card use.

1.1.4. The Unauthorized Use of a Credit Card After Claiming It Was Lost or Stolen

It may happen that the cardholder notifies the issuing bank that the card was lost or stolen and later uses it for withdrawal or payment before the bank cancels it electronically. Often, collusion occurs between the holder and the merchant, where they agree to submit inflated invoices to the bank, and then the holder claims that the card was lost or stolen and denies having purchased anything. Who, then, bears criminal responsibility?

In this case, both the holder and the merchant are guilty of fraud for having used fraudulent means to make the bank pay the merchant for goods, according to Article 372 of the Algerian Penal Code.

The holder alone may also commit this crime without collusion, by completing all formal procedures of reporting the card as lost or stolen to the issuing bank and authorities, while still keeping it and continuing to use it for payment with merchants using manual imprinters (to avoid detection by electronic machines). Since fraud in manual transactions is only discovered later when reconciling merchant and cardholder records, the holder's act constitutes fraud by deceiving the bank into paying for purchases through false claims and supporting documents – sufficient to establish the crime of fraud.



The rationale is that once the holder has reported the card as lost or stolen, they cease to be the legitimate holder. They are thus considered a third party, and any subsequent use after such notification is viewed as an act of a non-legitimate person.

1.2. The Unauthorized Use of a Credit Card by the Merchant

Few studies have examined the possibility of crimes committed by merchants using credit cards, assuming merchants are more likely to be victims of fraud by cardholders or counterfeiters. However, merchants can also commit offenses when allowing others to use a card they know to be stolen or counterfeit or by tampering with the electronic verification devices to facilitate fraudulent transactions.

In such cases, the merchant is considered an accomplice in fraud under Article 43 of the Algerian Penal Code, which states: "Anyone who did not directly participate in the crime but assisted in any way or aided the perpetrator(s) in the preparatory, facilitating, or executory acts thereof, knowing so, is considered an accomplice."

Despite technological safeguards by card issuers against theft or counterfeiting, some individuals still manage to commit such offenses. The merchant is liable only if they knowingly collaborate in these acts. Thus, if a merchant knowingly accepts a stolen or counterfeit card, they are an accomplice and criminally liable.

French courts have ruled that a merchant who knowingly accepts payments using stolen or lost cards and submits related invoices to the bank commits the crime of fraud.

Merchants may also forge customers' signatures, issue false invoices, and present them to banks for reimbursement, thereby committing forgery to obtain funds unjustly. Similarly, a merchant who issues backdated invoices signed by a thief while aware that the card was stolen is also guilty of fraud, as held by the Lyon Court on July 2, 1988.

French jurisprudence also held that a merchant using their own card to generate fictitious purchases and thereby credit their account commits fraud against the issuing bank by obtaining an undeserved loan through deception. However, this ruling was criticized since mere falsehood, even when yielding money, does not alone constitute fraud.

The merchant is also liable if they knowingly accept an expired or canceled card for payment after receiving notice of its invalidity from the bank. If the merchant accepts such a card, they bear full responsibility for the resulting financial settlements, while the cardholder incurs no criminal liability.

If, however, the merchant examines the presented card and has no reason to suspect invalidity – for instance, the card shows no expiration date, or the bank has not yet notified them of cancellation – then the cardholder who knowingly uses such an invalid card for payment commits fraud. This view is upheld by Egyptian and Jordanian scholars. Although Algerian law has no explicit provision criminalizing this conduct, Article 372 of the Penal Code on fraud applies:

“Any person who obtains another's property using false pretenses shall be punished with imprisonment of one to five years and a fine of 500 to 20,000 DZD. Attempt is punishable by the same penalty.”

In summary, if a cardholder uses a canceled or expired card to fulfill obligations to an accredited merchant, they are



criminally liable for fraud against the merchant, as held by French jurisprudence, provided that the merchant has not been informed by the issuing bank of the cancellation or expiration. The holder is also liable for fraud if they falsely claim loss or theft of the card, either in collusion with a merchant to inflate invoices or independently after notifying the bank, using manual machines that conceal fraud until later. The merchant, in turn, is criminally liable if they knowingly accept expired or canceled cards or cooperate with an unauthorized user, becoming liable for forgery or use of forged documents.

1.2.1. Unauthorized Use of the Credit Card by Third Parties

“Third party” refers to anyone who is not the card’s legitimate holder – someone who finds, steals, or forges the card’s data and uses it for payment or withdrawal as if they were the rightful owner. Such acts constitute offenses against both the card and the financial rights it represents.

1.2.2.. Use of a Stolen or Lost Credit Card

Using a stolen or lost card to withdraw cash is extremely difficult – even impossible – without the corresponding PIN code, known only to the cardholder. Thus, mere possession of the card is insufficient for withdrawal.

- **Use of a stolen or lost card for withdrawal:**

Withdrawing money using a stolen or lost card requires knowledge of its PIN. Entering an incorrect PIN three times results in the card being retained by the ATM. In such cases, offenders obtain the PIN through theft or fraud. Most criminal law scholars classify unauthorized use of stolen or

lost cards to withdraw cash as fraud, not theft, since the ATM dispenses money voluntarily – negating the element of theft. However, offenders may still be charged separately for theft of the card or its PIN. Thus, they commit two distinct crimes – theft and fraud – and are punished according to the graver offense. Fraud arises because the offender assumes a false identity – that of the legitimate cardholder.

- **Use of a stolen or lost card for payment:**

If the third party uses the stolen or lost card to pay for goods or services, they commit fraud by employing deceitful maneuvers to create a false appearance of authorization. They may also commit the offense of misappropriation if they obtained the card under a fiduciary agreement (as a deposit or trust) and used it for an unauthorized purpose – constituting breach of trust.

If the unlawful possessor gives the stolen card to another person to use, they commit theft (for misappropriating another’s movable property) and complicity in fraud by providing the means for the offense. The second user, if merely possessing the card, is guilty of concealing stolen property; if they use it, they are guilty of fraud or attempted fraud.

1.2.3. Forgery of Credit Cards by Third Parties

A credit card may be lost or stolen, after which a third party alters its data to use it for withdrawals or purchases. Some scholars classify such acts as forgery – the alteration of truth. Changing the data on the card’s magnetic stripe constitutes forgery, typically by copying or overwriting encoded information.



- **Use of a forged credit card:**

The use of a forged card is an offense distinct from forgery itself, as provided in Article 221 of the Algerian Penal Code and subsequent articles. Using a forged credit card means presenting it for payment knowing it has been altered. Two cases arise:

1. **Use by the forger:**

If the person who forged the card also uses it for purchases, they commit three crimes – forgery, use of a forged document, and fraud.

2. **Use by another person:**

If someone other than the forger uses the forged card, they are guilty of using a forged document independently of the forgery itself, whether or not the forger is identified.

2. Criminalization of the Unauthorized Use of Credit Cards under Algerian Law

Due to the difficulty of applying traditional penal provisions to cases of unauthorized credit card use – and the resulting scholarly criticism when courts have done so – it has become necessary to criminalize such conduct either as an independent offense or as a form of cyber fraud.

2.1. Adequacy of Traditional Legal Provisions in Addressing Unauthorized Use of Electronic Credit Cards

A credit card is movable property belonging to another, making it the subject of property crimes since it embodies value for its owner. It may thus be the object of theft, fraud,

misappropriation, or breach of trust (as discussed previously).

The question then arises: **Are traditional penal provisions sufficient to ensure protection?** In other words, can the principle of legality and its implications apply to crimes involving electronic credit cards?

2.1.1. Application of the Principle of Legality to Credit Card Crimes

The principle of legality dictates that no act is a crime unless defined by law, and no punishment may be imposed except as prescribed by law. This is affirmed by Article 1 of the Algerian Penal Code: “No offense, penalty, or security measure shall exist without law.”

Therefore, credit card crimes must be defined and penalized by specific legislation. In the absence of such laws in Algeria, scholars attempt to apply general penal provisions to such cases while respecting legality.

The Algerian legislator has not explicitly criminalized misuse of electronic credit cards, though it has addressed “means of payment” in Articles 66 and 69 of the Law on Money and Credit.

- Article 66 states: “Banking operations include receiving public funds, granting loans, and making means of payment available to clients and managing such means.”
- Article 69 states: “Means of payment include all instruments enabling the transfer of funds, regardless of the instrument or technique used.”

From these articles, we see that the legislator did not define or limit payment instruments precisely, nor did it explicitly include electronic cards.



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Cases of offenses involving credit cards are thus brought before the courts without specific legal provisions, leaving many aspects unclear. Their regulation is scattered across civil, commercial, and criminal laws, leading to differing interpretations of the legal protection credit cards deserve – depending on whether they are treated as contractual, commercial, or criminal matters.

Hence, the principle of legality in the context of credit cards must ultimately derive from explicit criminal provisions that define and penalize unauthorized acts.

In banking operations with their clients, regardless of the nature of these contracts, the issuance of credit cards in all their types and systems is included among banking operations. The legal relationships arising from their issuance are governed by contracts concluded between the issuing bank and the client, between the bank and the merchant, and the purchase contract concluded between the client (cardholder) and the merchant.

According to these relationships, the principle of legality derives from civil law through the contract concluded between the parties to the card, and from commercial law through the bank's transactions. However, Algerian criminal law has not established specific rules criminalizing various dealings with this card, which explains the divergence of opinions concerning the application of traditional penal code provisions to crimes involving electronic credit cards. Consequently, there is an absence of precise legal classification for the different criminal acts related to the card.

2.1.2. The Extent of Application of the Basis of Criminal Liability to Electronic Credit Card Crimes

Criminal liability is governed by rules that determine its foundation. The first condition of criminal liability is the existence of a legal provision that criminalizes the act and stipulates an appropriate penalty for it. Then comes freedom of choice: the perpetrator has two options—either to avoid committing the criminal act and thus avoid criminal responsibility and punishment, or to bear responsibility for his act. Therefore, free will is the second basis of criminal liability, provided that the will is free and not coerced. Minors, the insane, and the mentally incompetent are exempt from criminal liability. Then comes the criminal behavior (the material act) that constitutes the commission of the offense, and finally the criminal intent, meaning the presence of bad faith, which completes criminal liability.

By applying these foundations to electronic credit card crimes, we find that, legally, the traditional provisions of the Penal Code contain only general rules criminalizing the unlawful use of electronic credit cards. Thus, the application of the legal text remains tied to the specific description of the criminal act, leading to differing opinions, as mentioned earlier. As for the second basis of criminal liability – will – it is clear that whoever misuses a credit card by attacking it in any manner, such as attempting to forge it, withdrawing funds exceeding the agreed financial limit, or other similar acts constituting an assault in the eyes of the law, has directed his will toward such conduct. Conversely, we cannot presume good faith in such acts, even though will is an internal matter and the law does not punish internal intentions. However, in these cases, the internal will is followed by an external will manifested in tangible behavior



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punishable by law, which forms the third basis for establishing criminal liability for the criminal act.

Therefore, once the unlawful act is committed, the perpetrator bears responsibility, and criminal liability is realized through the imposition of punishment in accordance with the traditional provisions of the Penal Code, while also applying civil liability rules to compensate the victim for damages resulting from such unlawful use, thereby remedying the harm caused by the material act.

2.2. The Need for Special Rules to Criminalize the Unlawful Use of Electronic Credit Cards

Given the many difficulties that hinder the application of traditional penal provisions to cases of unlawful use of electronic credit cards, which has led to various criticisms among criminal law scholars when some countries' courts applied such provisions to these crimes, there arose the need to criminalize such unlawful use of credit cards through specific legal provisions that account for their electronic nature—either by defining it as a distinct crime in itself or as a form of cyber fraud, as explained below:

2.2.1. Criminalization as an Independent Offense

The penal codes of some countries have included special provisions regarding the unlawful use of credit cards. In the United States, Section 1029(a) of Title 18 of the 1984 Federal Law criminalizes the abusive use of instruments that allow access to bank accounts and through which one can obtain money, goods, services, or anything of value, or that can be used to transfer funds. These instruments include credit cards, and the same section criminalizes the unauthorized

use of such instruments, including stolen, lost, expired, or canceled cards. It also criminalizes the trafficking, use, imitation, or forgery of such cards with knowledge thereof, as well as the possession of devices used for that purpose. This approach was adopted by the Canadian legislator in Article 342 of the Penal Code.

The French legislator also addressed this matter in Law No. 91-1382 of December 30, 1991, concerning the security of checks and payment cards. Article 67-2 provides that: "Shall be punished by imprisonment from one to seven years and a fine of 3,600 to 500,000 francs, or by one of these two penalties: ... 2- Anyone who uses or attempts to use a counterfeit or forged card, knowing it to be so. 3- Anyone who accepts payment by a payment card knowing that the card is counterfeit or forged." This provision is a special text that must be applied because it restricts the general text relating to forgery in documents.

As for Arab legislation, the Moroccan legislator has provided a specific provision criminalizing the forgery or use of a forged payment card, following the French approach through Article 331 of the Moroccan Commercial Code. Similarly, the Omani Penal Code of 1974 was amended by Royal Decree No. 72/2001, introducing new articles—Articles 276 bis 3 and 276 bis 4—criminalizing assaults on payment or withdrawal cards, whether by the holder or by others, with penalties reaching imprisonment.

2.2.2. Criminalization as a Form of Cyber Fraud

The Algerian legislator has shown interest in combating crimes related to information and communication technologies by enacting several legal texts, including Law No. 2000-03 defining the general rules relating to postal and



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telecommunications services, Law No. 04-15 of November 10, 2004 amending and supplementing the Penal Code, and Law No. 09-04 of August 5, 2009 establishing special rules for the prevention and fight against crimes related to information and communication technologies, which also created a National Authority for the Prevention and Fight against Crimes Related to Information and Communication Technologies—an independent administrative body under the Minister of Justice.

As for cybercrimes under Algerian law, they are those crimes that infringe on information systems. The legislator dedicated to them a new section in the Penal Code—Section Seven bis (Articles 394 bis to 394 bis 7)—which include offenses such as: fraudulent access to or remaining in an automated data processing system, sabotage of data processing systems, compromising the integrity of data, making technical tools available to others that may lead to committing offenses against data processing systems, dealing in data obtained from such offenses, participating in a group or prior agreement to commit such offenses, and criminalizing attempts to commit these crimes.

We note that the Algerian legislator has not expressly defined cyber fraud, which requires influencing the results of automated processing with the intent of illicit gain through electronic fraudulent means. This constitutes a shortcoming on the part of the Algerian legislator, who is criticized for enumerating crimes related to information systems without addressing the products of these systems—of which the credit card is one.

Conclusion

In conclusion, this study shows that the general provisions criminalizing the unlawful use of credit cards under Algerian law are insufficient to deter various crimes due to their specific nature. This requires the Algerian legislator to remedy the situation by enacting special legislation tailored to this specificity.

Accordingly, we propose the following recommendations:

- The necessity of adopting a specific law regulating the use of electronic credit cards that addresses their risks and criminalizes all forms of assault upon them.
- The necessity for banks and commercial companies that deal with credit cards to be vigilant against all methods of fraud, deception, and forgery in their unlawful use, and to train employees on the latest developments in this field.

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- Ordinance No. 66/156 of 18 Safar 1386 AH, corresponding to June 8, 1966, containing the Penal Code, Official Gazette No. 49, dated June 11, 1966, as amended and supplemented.
- Ordinance No. 03/11 of 27 Jumada al-Thani 1424 AH, corresponding to June 26, 2003, containing the Monetary and Credit Law, Official Gazette No. 16.