

The Complex Changes Under the Coronavirus

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A pandemic has cast its shadow on the changes that have devastated the world into a new environment of dealings and the world will not yet be 19-like in various spheres of life.

Is Corina a change in the contract's imprest? Does it have a force to be affected by the course of contracts?

The World Health Organization declared that Corona virus is a global cross-border pandemic, after this declaration, the other countries moved one to find solutions to this pandemic, and perhaps the most part of the countries took one position, which is imposing a state of emergency in general, accompanied by this measure that exposed the interests of life to stop. This pandemic has had a significant impact on contractors and contract compliance.

The laws agree that contracts concluded by free will, and their conditions met, shall have effect in normal circumstances and shall be required for entry into force, based on the principle of respect for contracts and stability of transactions, but may be interrupted by the contract, and open the door to amendment when an order is found to be contrary to the lack of will or to the defect of a contract clause. Or the circumstances surrounding the contract change, so that it is exceptional and severely damaging a contract.

Definition of force Cairo

A picture of the foreign cause that denies the causal relationship between the plaintiff's act and the injunctive injury to the plaintiff.

The contract is subject to general rules and principles, including emergency, contractual balance, mutual obligations, force majeure, theory of emergency circumstances, etc. the legislature takes into account the interests of the parties and does not accept any harm done to one party without another. The Yemeni draft of the Civil Code was confirmed in article 647 "If the obligor cannot enforce the right in kind after it is possible to be judged by the judge for compensation unless it is established that the impossibility of execution arose for an alien reason beyond his control and is also awarded compensation if the obligor fails to fulfill his obligation and the injured the injured person". It is in the interest of both parties to return the obligation which is reasonably burdensome".

Thus, in the binding contracts of both sides, if there is a force majeure that makes the implementation of the obligation impossible, the corresponding commitment to it will be terminated and the seat will be self-degenerated.

Force requirements Cairo:

1. The accident cannot be expected
2. The impossibility of the accident
3. The incident did not occur because of the debtor or its default.

From a legal perspective, Corona was considered a foreign cause beyond the will of the two, Article 306 spoke. From Yemeni civil law on foreign cause “if a person proves that the harm has been caused by a foreign cause that has no hand in it as a sudden accident, force majeure, error of injury or error of others, he or she is not obliged to compensate for such harm unless there is a provision or agreement that states otherwise that is”.

Suddenly, without expecting them, it is very much like wars and natural disasters if this virus is not greater, which means that the execution of the decade has stopped. It may even be impossible to implement.

The reason why the complex relationship cannot be implemented is that the virus in all circumstances is causing the parties to strain the contract, which is unexpected, and what is known as force majeure.

Some of the monuments:

1. The other party's damages due to the virus may not be claimed, as the failure to fulfill this obligation is due to the virus.
2. If the obligation is subject to the other party, the judge may return the obligation to the reasonable order provided for in article 211: The contract is binding on the contractors, and may not be subject to review or amended except by agreement of the parties or for reasons determined by the legitimate law. However, if there are general exceptional incidents such as wars and disasters that were not anticipated and which have the effect of implementing the contractual obligation, if not impossible, become too onerous for the debtor to threaten it with a grave loss that it cannot continue in the contract. This does not mean higher and lower prices, the judge may, depending on the circumstances, respond in terms of poverty or wealth, etc. after balancing the interests of both parties, return the reasonably burdensome commitment.

We say that there are cases of a complex relationship that can bring about an amendment of the contract items, because the cost of transport of goods may be more than it was, and the value of production may increase more than it was contracted. We found that the Yemeni legislator authorized the judge, at the request of one of the adversaries, to reduce the contract to the extent acceptable, as the other party could execute the contract.

Judicial principles

Appeal No. 1755 of the 66th Judicial year, Civil Chambers, 2008/05/201.

Synopsis

The incident is considered a force majeure. Condition. He could never expect him and cannot push him. One of his policemen has lagged behind. Its effect. No Cairo power.

The French Court of Cassation decided on the 29th of December 2009 on the occasion of a case concerning the “Chikongonia” epidemic that appeared in January 2006, considering that the “no-expectation” clause justifying the termination of the contract was not fulfilled since the agreement was concluded in August 2006, months after the epidemic appeared.

The first is that the first of the two countries to be able to make a decision on the issue of the war.

In the previous narrative, it was revealed that 1. There are contracts in which implementation has become impossible, and we are therefore about to be a force majeure.

There are contracts in which the obligation has become onerous and therefore non in respect of emergency circumstances.

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