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# The Concept of the Content of the Contract and its Effect: A comparative study with French legislation

Hussein Abdelzahra Ahmed Mazban, Dr. Helan Adnan Ahmed

College of Law and Political Science, Iraqi University
Email: hussein.abd.ahmed@aliraqia.edu.iq

## Abstracts

The research dealt with the concept of the content of the contract and the impact of a comparative study with French legislation through the definition of the content of the contract in Iraqi law and in French law and then identify the penalty resulting from the breach of the content of the contract in terms of the penalty resulting from the failure of the condition of legality and the penalty resulting from the failure of contractual terms.

**Keywords**: contract, content of contract, default of contractual terms.

## Introduction

The content of the contract occupies a very important place among the conditions for the validity of the contract in French law, and that importance is what made it take the place of the subject and the reason for this after they were among the basic principles on which the general theory of the contract is based in French law, most French jurisprudence indicates that "the French legislator does not hesitate to delete the principles and ideas that have gained the force of custom and established a long time ago, and the important thing is that when he deleted a certain idea and came with another, he was careful not to be The latter is completely alien to him" ( ), but legal jurisprudence differed about the fate of the subject and the reason and whether they disappeared completely or not, especially since there are texts that still refer from time to time to the element of the reason, although it is not explicitly mentioned within the conditions of the validity of the contract, and it is clear that the legal rule whenever it no longer suits its environment and does not respond to the requirements and challenges of its time must be amended or even deleted if necessary, and there is no justification for its continuation, which prompted it to do so in France, until the law witnessed Civil modification unprecedented since 1804.

On February 10, 2016, Decree No. 131/2016 amending the Code of Contracts and General Provisions of Obligations and Evidence was issued in France, published in the Official Journal of the French Republic, No. 35, of February 11, 2016.

The draft laws issued before that are the actual sources from which the amendment decree 2016/131 derived most of its provisions, in addition to the relevant European and international sources, and this amendment included many manifestations of renewal and modernity that touched some traditional concepts established in the French civil code more than two centuries ago, which some jurists considered a revolution in the field of French contract and obligations law.

Importance of research

This topic occupies the importance of choosing the title of this research, as this title has great scientific and practical importance, as it addresses the ambiguity surrounding the position of French and Iraqi law towards the concept of the content of the contract and the resulting effect, and this importance is based in particular on the following:

1- The subject of (the content of the contract) is one of the most important topics of contemporary civil law, as this topic constituted - in fact - one of the most prominent and famous topics that brought about judicial interpretations and caused a great deal of diversity in jurisprudential opinions on it, which reflects the extent of legislative, jurisprudential and judicial interest in researching its theories and fields, to the extent that it has not achieved jurisprudential or judicial stability within a specific and fixed framework for its topics so far, as it is a subject that changes and is renewed from one era to another.

2- The subject of the content of the contract has not been studied in depth at the level of law faculties in Iraqi universities, and therefore the subject needs to be studied within the framework of the Iraqi Civil Code and within the framework of French law itself, hence the discussion of the subject in accordance with this law is of great importance, given its close link to practical reality.

Objectives of the research

This research seeks to achieve several objectives as follows:

1- Identify the meaning of the term (contract content) in terms of technical concepts and legal connotations, compare it with other terms, and weigh the best and most accurate in its meaning over the subject of research.

2- A statement of the effects of the content of the contract on the one hand, and the characteristics that distinguish it from other legal situations on the other hand.

3- Finally, the statement of the relative importance of the content of the contract, which was taken - according to some modern French jurisprudence - from the two pillars of subject matter and reason, and the impact of the introduction of that idea on the enforceability of the contract.

Research problems

The problem of research is the concept of the content of the contract and the resulting effect, and in light of the pursuit of the aforementioned objectives, this study faced a number of challenges that can be summarized as follows:

- The diversity and difference of jurisprudential opinions that dealt with the subject, as this diversity needs criticism and balance between different jurisprudential opinions, and evaluation and analysis of different judicial rulings issued on their subjects, to reach a single theoretical framework related to practical reality.

- The lack of study of the subject from the perspective of the legal system, and within the framework of the Iraqi Civil Code, which was limited to presenting the subject in some public books, in addition to the scarcity of specialized sources that dealt with the subject.

**Research Methodology**

The research study focused on the analytical approach in various topics - wherever the researcher found the way - on the method of evaluation, criticism and preference to serve the analyzes and conclusions reached within the framework of different legal texts, different jurisprudential opinions and judicial rulings issued.

This study is also based on the comparative approach to show the position of the Iraqi and French legislator on the idea of the content of the contract in order to benefit from the experiences of other countries and then compare them with each other in order to extract the rules and provisions that relate to the subject.

The first topic: the concept of the content of the contract

The concept of the contract in Iraqi law differs from the French concept created by the decree amending the French Civil Code for the year 2016, and it does not exceed the agreement of two or more wills to cause a legal effect on the contract, that is, the problem changes from one case to another, and that the difference may be in the Iraqi legislation by taking an objective direction according to the Iraqi Civil Code, the contract is a consensus of two wills with regard to the impact of this correspondence on the contracting party, but with regard to French legislation, the trend Latin prevails, because in his view the contract is a voluntary agreement that creates personal obligations between the contracting parties. In order to study the concept of the content of the contract, we will divide this section into two requirements, the first of which is devoted to the definition of the content of the contract in Iraqi law, and the second requirement deals with the definition of the content of the contract in French law, as follows:

- The first requirement: the definition of the content of the contract in Iraqi law

- Second requirement: definition of the content of the contract in French law

The first requirement: the definition of the content of the contract in Iraqi law

There is no legal system for the content of the content of the contract in the Iraqi legislation as in the new French legislation according to the amendment that occurred to the Civil Code in 2016, as the Iraqi Civil Code No. 40 of 1951 took the idea of the content of the contract, which was derived from Islamic jurisprudence while maintaining the corner of the subject of the contract and merging it under it, and therefore the content of the contract in its source sense in the sales contract, for example, means owning the eye for a fee. The Iraqi Civil Code referred

to the content of the contract in Article 131, first paragraph, where the article stipulated that the contract may be associated with a condition that confirms or suits it or be ongoing by custom and custom, and therefore, that the contract is accompanied by a condition that confirms or suits it or be ongoing by custom and custom, as the Iraqi legislator dealt with the legal provisions related to the contract The content of the contract in various texts and notes each condition that has been agreed upon represents the content of the contract ( ), as in Article 571 of the Civil Code, which states: "1- The buyer is obligated to pay the agreed upon in accordance with the conditions determined by the contract and he is the one who bears the expenses of fulfillment" and the content of the implied contract has been stated in Article 150: "1- The contract must be executed in accordance with what it contains and in a manner consistent with what is required by good faith. 2- The contract is not limited to binding the contracting party to what is stated therein, but also deals with what is one of its requirements in accordance with law, custom and justice according to the nature of the obligation." Iraqi law still adopts the element of reason as an independent element in the contract, in addition to the elements of consent and object, but nevertheless it includes the legal basis on which the establishment of the element of the content of the contract can be based, similar to the French Civil Code, which is represented in the Iraqi Civil Code, with the idea of stipulating the contract that the Iraqi legislator derived from Islamic jurisprudence while retaining the element of the subject matter of the contract and its integration with its provisions. The Optional Protocol to the Convention on the Elimination

Some jurists believe that the legal explicitly states that the determination of the content of the contract is based on the personal tendency of explicit expression and the conditions contained therein or what it contains, in addition to the objective orientation of the essence contained therein, and it seems clear that the Iraqi civil legislation contained the content of the contract as explicit clauses included in the contract or those that can be known implicitly based on what is decided by the texts of the legislation, and what brings the custom in force, what justice requires and what is indicated by the nature of the obligation, and did not Any law determines the content of the contract.

Therefore, jurisprudence has defined the content of the contract as the set of provisions contained in the contract, which are the provisions expressly or implicitly contained in the terms of the contract, the provisions required by the custom in force at the place of the contract and the legal rules, whether legislative or customary, mandatory or interpretative, unless otherwise agreed upon by the requirements of the contract and the things it defined. Some as a set of contractual conditions, express and implicit, that the judge deduces from the law, custom, professional principles and rules of justice, and according to the nature of the obligation to conclude the contract and its legal effects. The Optional Protocol to the Convention on the Elimination

Second requirement: definition of the content of the contract in French law

Part of French jurisprudence in French civil law defines the content of a contract as the object of the obligation, as stated in another jurisprudential definition as the object of the obligation arising from the contract as well as the contractual terms, in accordance with the preliminary draft amendment to the Code of Obligations and Prescription in French law known as the Catala Project of 2005, article 1108 stipulates . The conditions for the validity of the contract, which are divided into four conditions: consent, maturity, and the location that forms the essence of the

mortgage, in addition to the reason that justifies the mortgage. Article 1125 states: "The obligation is unjustified because there is no real reason when it is from the beginning corresponding to the agreed upon fictitious or trivial", the agreed consideration contained in the aforementioned article implicitly refers to the content of the contract, in addition to Article 1169 of the same project, which stipulates: "A contract for consideration shall be void from the time of its creation if the consideration agreed in favour of the obligated party is fictitious or insignificant." Here, the legislator implicitly recognized the content of the contract in the aforementioned articles, while retaining the object and reason as conditions for the validity of the contract.

As for the French Code of Contracts and Obligations in force for the year 2016, the third paragraph of article 1128 thereof indicated that for the contract to be effective, the content must be legitimate and certain, and it contains a reference to a new clause for the contract in the French Civil Code, noting that the French legislator did not define this new concept, but referred to it in article 1162, which states that: "The contract must not be contrary to public order, neither through its terms nor through its objective, whether the parties know about it or not." The French legislator left the definition to jurisprudence and the judiciary, and according to the text of Article 1162, neither the subject nor the motive are two conditions of the contract, and therefore no longer enter into the concept of public order and this is self-evident to delete them from the elements of the contract and replace them with the content of the contract In addition, the article of public morals related to the matter did not specify the general meaning of many of the The texts are contrary to this article ( ) 6 of the French Civil Code, which stipulates both concepts, if the content of the contract is one of the new ideas in the French Civil Code, where neither legislation nor jurisprudence has witnessed this idea before, it is clear from the text of Article 1162 that there are two clear things: first, that the French Civil Code describes the content of the contract with the terms and purpose of the contract, and secondly, that the legitimacy of the content of the contract represents a restriction on the principle of contractual freedom. There is another limitation, although the legislator Article 1162 does not require that the parties to the contract be aware of its purpose, as silence or failure to provide information about the contract to the other contracting party is permitted, but part of French jurisprudence does not require that the parties be aware of its purpose . He pointed out that a contracting party that refused to provide information was considered in bad faith, but its silence was justified in two cases:

First: The other Contracting Party shall be informed of this

Second: The other Contracting Party ignores such information

If these two cases are present, the Contracting Party shall not be obliged to notify the other Party of them.

In other cases, the French legislator has obliged the contracting party pursuant to article 1112.1, which provides that: "When one of the parties knows information so that its importance is decisive for the consent of the other, it must inform it of it as long as the other party is lawfully ignorant of this information or trusts the other contracting party".

The information must also be of decisive importance, which is true if it is directly and necessarily related to the content of the contract or to the situation of the parties and any exemption or

reduction of this obligation is void, and the French legislator has not allowed the parties to the contract to set limits or restrict this obligation, and they are not entitled to exclude it and failure to do so leads to the invalidity of the contract. A section of French jurisprudence went so far as to say: (The contractor who violates the obligation to inform is in bad faith, and the effect of bad faith on him in my case is excluded, the other contractor is aware of the content of the obligation to inform or ignores it)( ) .

The idea of the content of the contract is a novelty in the French Civil Code, and it is not a product of this law. There are laws in other countries that preceded it by enshrined it, but did not specify the details. Its definitions to clarify it further, as they began to explain it, and why it was not defined appropriately. The difficulty of drawing up a definition is what restricts its content, so the French legislation followed this approach and refrained from giving a fixed definition, leaving the matter to jurists .

Content language: included the pot and the like thing: contained and included ( ), is the content, and the act in which it is included, and included by the father contained, if the term content means containment, the content of the contract in terms of language means the content of the contract and known that the content of the contract is only the object.

French jurisprudence has defined the content of a contract as "a set of obligations that enable the parties to the contract to achieve the objective of the contract and in the light of which the result to be achieved and the extent of the means used to achieve that result are determined", which the French jurisprudence stated that it linked the objective of the contract to its content, since the objective of the contract is not achieved unless the obligations imposed on each of the parties are performed, and various means can also be used to achieve this goal.

Another aspect of French jurisprudence went to define the content of the contract as "compatibility of public order and morals and the prevention of any breach of basic contractual obligations and their implementation in a manner that achieves the goal and reason for their existence through a single legal concept is the content of the contract" The definition has linked the content of the contract to legality, which means that the contract does not violate public order and morals, which is a restriction on contractual freedom as it is mandatory rules that should not be departed from and be predetermined by the law, even if not specified by law The judge determined them, because the legality of the content of the contract affects the contract by achieving the principle of contractual justice and contractual balance on the one hand and achieving the interest that the parties aim to achieve on the other .

It has also been defined as the object of the obligation and it is suitable to be an answer to the question posed by the jurist oudot, which consists of two parts, the first of which is what the debtor is obligated to the creditor? What is the content of the obligation? He replies that the debtor is obliged to give, do an act or refrain from acting, and there is a view that it is the object of the obligation arising from the contract as well as the contractual terms, which should be legitimate and certain.

The second topic: the penalty resulting from the breach of the content of the contract

Breach of the content of the contract is the penalty for breach of contractual obligations because the contract is the law of the contractors, must respect its content and not breach it, and must be held accountable the party who violated the terms of the contract, and must be compensation due to non-fulfillment or delay in the fulfillment of the obligation, because the contract has binding force for the parties, and through the above we will divide this section into two requirements :

The first requirement: the penalty resulting from the failure of the condition of legality

The comparative laws are in fact devoid of the idea of the condition of legality explicitly, and the illegality is considered represented in several aspects, including the violation of public order, and according to these also requires the legality of the place, and the illegal place - according to Article 130 of the Iraqi Civil Code that the invalidity of the contract if its place is prohibited by law or contrary to public order or contrary to public order or public morals, as it says in the text of the article "The object of the obligation must be not prohibited by law nor contrary to public order and Morals, otherwise the contract is invalid" and the Iraqi legislator was not satisfied with that, but an addition in Article 132 of the invalidity of the contract, when the reason does not exist or was not legitimate that it was contrary to public order or morals, as the article stipulates that:

"1- The contract shall be null and void if the contractors are committed without a reason or for a reason prohibited by law or contrary to public order or morals.

2- Every obligation shall be presumed to have a legitimate cause, even if such reason is not stated in the contract, unless evidence to the contrary is provided."

As for the French legislator, where what is stated in the sense of article 1133 () of the French Civil Code before the amendment is the reason that is prohibited by law and violates public order and morals, and according to this article, this condition differs from the condition of legality of the subject, for example, if a person undertakes to another to commit a crime in exchange for a sum of money taken from him, the obligation of the other person to pay a sum of money is a legitimate subject, but its reason is illegitimate, which is the obligation of the first person to commit the crime, and this obligation is void because of the lack of The legality of the reason, not because of the illegality of the subject, the requirement of legitimacy in the reason does not replace the requirement of legitimacy in the matter, because there is a duty that may be replaced by things that are forbidden to deal with, and the reason is legitimate. For example, the sale of drugs is generally forbidden, but it is permissible to sell them for medical purposes.

Before the amendment, the French Civil Code stipulated the invalidity of a contract whose cause is illegal in Article 1133, and the traditional theory of reason has been criticized a lot, sometimes by saying that it is incorrect, and at other times that it is not useful, but some of its supporters responded to these criticisms in an attempt to defend and refute these criticisms, and the result of this controversy between supporters and opponents of this theory was the emergence of the modern causal theory.

After the amendment, article 1128 of the French Civil Code considered the content of the contract to be a new pillar of the contract and required two conditions for its validity: the first is the legality that the content of the contract is legitimate and the second is certain, so that the

French legislator has organized a penalty in the event of failure of one of these two conditions . Under article 1162 , which states that the contract does not contravene public order in its terms and purposes, whether or not the contracting parties are aware of them, and article 1178 , which adds the penalty resulting from the failure of the condition of legality of the content to nullify the contract because in such a case it lacks one of its elements.

Through the foregoing penalty resulting from the failure of the condition of legality, the basis of which was public order and public order according to the general concept is the legal tool for social control and the consolidation of the rule of law and as a limit to the principle of the authority of the tool, and therefore the term has become attractive and captivates legislators and legal experts, and due to the flexibility and ambiguity of the idea of public order, everyone has sought it without: containing and defining it accurately or defining it comprehensively and exclusively ( ) as the idea of public order and public morals () Of the issues enshrined and applied in legal rules, whether they belong to the branches of public law or branches of private law, there is no doubt that the applications of public order and public morals in law are broad and cannot be limited by the nature of their concept. The idea of public order is closely linked to society, as it stems from a set of rules that express the values and higher foundations inherent in the conscience of the group, according to the definitions we mentioned above, which makes it a safety valve for the identity of society and the preservation of its constants. A review of the various foundations on which legal systems, ancient and modern, are based, reveals a very important fact, which is that individuals need a set of rules that regulate their behavior within them, and have the power to command and forbid, accompanied by a penalty imposed on those who violate Its provisions. ( )

The rules of public order are characterized by the difficulty of determining them accurately and comprehensively, the idea is variable and flexible, but this did not prevent the identification of this idea, it is the sum of the foundations on which society and its material entity are based, so that the survival and continuation of this entity is not imagined if it is not achieved, and its rules aim to achieve a political, social or economic interest related to the system of society, which is above the interest of the individual, and individuals may not agree to violate it, public interests precede private interests, and if they deviate from this system by special agreement, this was The agreement is invalid, and it is agreed in most legislations that the idea of public order is a set of rules that the state does not tolerate deviations from its provisions, whether it is a national legal relationship or of an international nature. ( ) .

It can be said that what is noticeable on the rules of public order is that the legislator adopted the changing concept due to the expansion of the rules of public order after they protected the freedom of the contract while making it links, this is an indicator of the dynamics of public order in the contractual field and a tool for regulating the contract, and then the function of public order changed from the protector of contractual freedom to the restrictive of it, as the public order works to monitor the contract under peremptory rules, and as a result the rules related to the latter are constantly increasing, This allows the judge to extend his broad discretion to determine public order.

Thus, if the obligations and contracts are pending on a condition contrary to public order and morals, they shall be null and void.

Second requirement: penalty for failure of contractual terms

In this regard, Article 177 of the Iraqi Civil Code stipulates that: "1. In contracts binding on the two parties, if one of the contracting parties does not fulfill what he is obligated to do in the contract, the other contracting party may, after the warning, request rescission with compensation, if necessary. However, the court may give the debtor a term and may reject the application for rescission if what the debtor has not fulfilled is small in relation to the obligation in its entirety."

The law did not specify the degree of gravity that a breach of obligation should be, leaving it to the discretion of the judge of the competent court.

Article 131 of the Iraqi Civil Code also stipulates the provision of illegal contractual conditions that violate the law, public order or morals and are associated with the contract.

In fact, the creditor may not apply to the court for avoidance of the contract for the debtor's breach of his contractual obligations unless three conditions are met :

- The first condition: that the creditor sends a warning to the debtor of the need for implementation, and in this case, the judge is not obliged to answer the request for annulment, and he may order the annulment of the contract with compensation to the creditor for the damage he suffered, if he finds out from the circumstances of the case that the debtor deliberately did not perform or neglected to do so clearly and clearly, and he may order that the contract remain in place and reject the annulment request if what the debtor did not perform does not constitute a small part of his total obligation, in which case The judge may grant the debtor a new period for the performance of the remaining obligation in his debt.

- The second condition: the non-performance should not be due to an external cause in any form, and the debtor's responsibility for non-performance shall terminate, his obligation and the corresponding obligation shall terminate, and the contract shall be terminated automatically .

- The third condition: in order to respond to the request for annulment, the applicant for annulment must be ready and able to perform his obligation, and if he too has not performed his obligation yet or circumstances occur after the conclusion of the contract that make it impossible for him to perform the request for annulment .

There are two conflicting criteria for accountability, the first being subjective and depends on the creditor's intention as to the usefulness of the unfulfilled obligation. . The second criterion is objective and depends on looking at what the debtor's obligation has not been performed in terms of quantity or quality, and some believe that if the amount of what is not performed reaches such a degree of importance that leads to the loss of the expected benefit of the contract, the judge has the right to rule on rescission, while others consider it necessary to distinguish between essential or primary obligations, the existence of which is necessary for the existence of the contract, and secondary obligations, which are not, where non-fulfillment of primary obligations leads to to the answer to the request for annulment ( ).

The Iraqi legislator settled the matter through the text of the first paragraph of article 177, adopting the objective criterion in its first part when it allowed the judge to reject the request for avoidance if it was found that the amount of the debtor's unperforming obligation was small in relation to the obligation as a whole, such as if the buyer did not pay a small part of the price or the seller did not deliver a small part of the goods.

On the other hand, we find that the French legislator determined the penalty resulting from the contractual conditions through arbitrary conditions, where under the last amendment to the French debtor law, the legislator differentiated between two types of sanctions imposed on contractual terms, the first is the penalty imposed on arbitrary conditions, according to Article ( ) 1171 of the new Civil Code, which stated that every condition that causes a serious imbalance in the contract of compliance between the rights and obligations of the parties is not related to the assessment of the serious imbalance The second is the penalty for the contractual conditions for not achieving the purpose for which they were set, under Article 1170, which came unwritten, any condition that deprives a substantial obligation of the debtor of its essence or content, and therefore this type of condition strips a substantial obligation of the debtor's obligations of its essence or content through exemption from contractual liability resulting from a breach of his essential obligations arising from the contract.

We find that part of the French jurisprudence believes that the failure of contractual conditions is based on arbitrariness, as it can appear in many contracts, but it is the wide scope for its statement is usually in consumer contracts and takes many formulas that can be resorted to by the producer or professional, such as the condition that mitigates his responsibility or exempts him from them towards the consumer or the condition that violates the principle of equality in rights and obligations between the parties, so one of the parties gets a right more than the other or It imposes on him a greater amount of obligations than the other .

We conclude that the justified breach of rescission is the debtor's breach of his obligation in whole or in part, deliberately or negligently, with the exclusion of the foreign cause or the breach of the essential obligations associated with the debtor's obligations of its essence or content.

Based on the foregoing, if the seller does not perform his basic obligations in the delivery of the goods and the documents related to them and the transfer of ownership thereof, and if the buyer does not pay the price and receive the goods, neither of them may demand the other to perform his obligations when announcing the termination of the contract, but this does not prevent some of the terms of the contract remaining in force for the parties despite the declaration of its termination, such as the conditions related to the settlement of disputes that may arise between the contracting parties, such as the condition related to referring the dispute to arbitration and the clause specifying the jurisdiction of The reason for the above provision lies in the fact that the said conditions differ from the legal and economic obligations arising under the contract, so that separating those conditions from the contract or adding them to it does not prejudice its essence .

The right to recover the avoidance of the contract is in fact retroactive, as the rescinded contract is considered to have ceased to exist, which requires the contracting parties to return to the

condition in which they were before the contract, and each of them returns what they received to the other .

**Conclusion:**

First: Conclusions:

Although the French legislator has explicitly accepted the content of the contract, unlike the Iraqi legislator, the French legislator, such as the Iraqi legislator, retained the elements of the subject and the reason implicitly and adopted them together in different terms and did not waste their impact, but retained their functions without change as the idea of the content of the contract carries the same concept as the concept of subject matter and reason, and perhaps a concept that was not shrouded in ambiguity as the concept of the content of the contract, and perhaps it is a subject that did not divide the opinion of jurists in it as the opinion of jurists was divided in the issue of determining it, although modern French jurisprudence Before the content of the contract as a condition for the validity of the contract, they differed about the position of the reason in the theory of the contract after the emergence of the idea of the content of the contract, the opinions of jurists differed about the position of the French legislator of the subject and the reason, and they were divided into three directions, between those who believe that the reason and the subject has been deleted and replaced by the content of the contract, and between those who believe that the subject and the reason were not divided, but rather implicitly referred to, and between those who see the merging of the subject and the reason in the content of the contract, and we have concluded that the French legislator from our point of view The reason was not wasted, but changed its position in the theory of the contract, after he proceeded to change the place of the reason, and replace it with the content of the contract It occupied a place among the pillars of the contract, and became a necessary condition for the validity of the contract, and its presence in the theory of the contract and its continuation is self-evident, and if it is no longer a pillar of the contract, it is the one that moves the will towards contracting, and is associated with it and depends on it, and therefore it is a logical necessity, as it is not reasonable for the correct will to go to contract without a special reason, and that The contracting party shall conclude a contract only on condition that the intended purpose is achieved, even if the purpose is fully known to the other party.

Second: Proposals:

After presenting the developments of the French Civil Code in light of the 2016 decree, which is rightly considered a revolution in the world of contracts and civil obligations, in addition to the fact that the French Civil Code is one of the most important historical sources of the Iraqi Civil Code of 1951, as it quoted the provisions contained in it through the Egyptian Civil Code of 1948, and because the conditions have changed and the circumstances have changed, and because the law has a life span - as the law book indicates - because its age is the age of the problem or relationship that it seeks to address or The Iraqi Civil Code needs to be reconsidered to keep pace with recent developments and address the negatives that appeared during the period of entry into force of those provisions since 1951 until now, specifically that the Iraqi law did not include a special legal regulation on the content of the contract in detail that we witnessed in

the French Civil Code under the 2016 amendment, but the Iraqi legislator dealt with the legal provisions related to the content of the contract implicitly, and therefore we hope that the Iraqi legislator will do the following:

1- Amend the text of Article 150 to read as follows: 1. The contract must be executed in accordance with its agreed content or in a manner consistent with the requirements of good faith in contractual relations - The contract is not limited to binding the contractor with its agreed content, but extends to include the implicit content of the contract in accordance with law, custom and justice according to the nature of the obligation.

2- Article 873, paragraph 2, includes an application of the idea of the content of the contract, but the idea is not adequate, and therefore we propose to amend it according to the following text:

(The employer may refrain from receiving the work if the contractor has violated the content agreed upon between the two parties, or in accordance with the content required by the principles of art in this type of work and in accordance with the nature of the obligation)

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