

# The Court of First Instance specialized in commercial cases And its competencies to consider administrative contract disputes in Iraq

<sup>1</sup> Issa Turki Khalaf AL-Jburi

## **Abstract.**

*The court of initiation, in general, is the holder of the general qualitative and value competence, whether in civil or commercial matters, but as a result of the expansion of the state's intervention in most areas, economic openness and activity in the commercial market movement and foreign investment, and for the issuance of the Iraqi Investment Law No. (13) of 2006 and the private investment law in Oil Liquidation No. (64) for the year 2007 and for the purpose of encouraging attracting foreign investors to work in Iraq within a workable environment in which the foreign party is assured of the existence of a specialized judiciary that works on resolving disputes arising from administrative contracts in which a foreign party is involved. All of this led to the creation of a specialized judiciary independent of The civil judiciary has jurisdiction over disputes related to administrative contracts.*

*That is why the Court of First Instance to review commercial cases was formed according to the statement issued by the Supreme Judicial Council No. (36\_Q\_A) dated 01/11/2010.*

*Among the terms of reference assigned to this court is the specific jurisdiction in examining government contracting lawsuits (the subject of our discussion), as a court of the first instance has been designated to examine the disputes related to contracting contracts called (the court of the first instance competent to examine contracting contract disputes). This court was formed with a statement issued by the Supreme Judicial Council on 01/23/2012, but this court was canceled with a subsequent statement and its competencies were transferred to the court of the first instance competent to hear commercial cases according to the statement issued by the Supreme Judicial Council dated 26/11/2014 and previously referred to.*

*According to the foregoing, the jurisdiction of the Court of First Instance, which is competent to consider commercial cases, is to consider commercial lawsuits in which one of the parties is a foreigner, and lawsuits for government contracting contracts (administrative contracts), and lawsuits for investment contracts, companies, and trademarks.*

*And that our research will be limited to research in the jurisdiction of this court, which is related to looking into disputes related to administrative contracts only.*

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## **Introduction**

First: The research topic:

The idea of a legal state means that state authorities are subject to the law in all of its activities All of its actions and actions emanating from it are based on the principle of legitimacy, as management is considered to be so The state authority, like other authorities, must respect legal rules. The window when establishing an administrative contract with thousands of individuals, companies, and public bodies Others are for the purpose of organizing, facilitating, or establishing a public facility, including instructions for implementing contracts Governmental No. (1) of 2014, and when a dispute arises out of the administrative contract, it is separated Most countries adopting a dual court system have been entrusted with settling disputes . Administrative before the administrative judiciary, but the ethnic legislator took parallel

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<sup>1</sup> Aliraqia University - College of Law and Political Science, [Issaturke1967@gmail.com](mailto:Issaturke1967@gmail.com)

means to appeal in Such as disputes arising from administrative contracts and making them within the jurisdiction of the Court of First Instance . It specializes in commercial cases, meaning that the Administrative Court is not competent to hear them .

This lawsuit is through a cancellation lawsuit because one of the conditions of this lawsuit is that it does not exist Appeals methods, that is, the absence of a parallel legal claim that can be used, lead to the case Parallel is the same result of the cancellation lawsuit, and the most important feature of our world today is The growing tendency towards specialization in all areas of life, which prompted the ethnic legislator to Create specialized courts to deal with a specific type of court case that will be taken care of Judges specialize in a specific field consistent with the nature of the cases that concern them Courts took specific specialization, and established the Court of First Instance specialized in cases Businesses to consider cases in disputes arising from government contracts.

### **Second: The importance of research:**

- The establishment of the Court of First Instance specialized in commercial cases to consider
- In disputes arising from administrative contracts to which the administration is a party, they are important Great for the contracting authorities with the administration, whether ethnic or foreign, to look
- Disputes arising from these contracts by a competent court are one of the formations
- The Supreme Judicial Council, which represents the judicial authority in the country.

### **Third: The research methodology**

- We will rely in our study on the applied analytical approach, as we will adopt On the analysis of legal texts related to the court in the instructions for the implementation of contracts The law of lifting and related laws and their applications from decisions and court rulings
- The appeals addressed to it and the results of those appeals.

### **Fourth: The research problem**

It raised the formation of the Court of First Instance specialized in commercial cases Some legal problems in terms of formation, jurisdiction and decisions issued by them

The methods of appeal are based on its decision, as each of them constitutes a problem that needs to be solved, which we will address in Our research topic.

### **Search Plan : -**

We will discuss the subject of the research in four sections, as follows: -

The first topic: The legal basis for forming the court of first instance specialized in commercial cases -

And in order to explain the legal basis for the formation of the Court of First Instance specialized in commercial cases

We will address it in two requirements: -

The first requirement: the postponement of the legal organization for the settlement of disputes. Administrative contracts in Iraq

The second requirement: the formation of the court of first instance specialized in commercial cases. -

The second topic: The jurisdiction of the court of first instance, which is specialized in the commercial case. -

We will address this topic in the form of two requirements.

The first requirement: the concept of the administrative contract and the contracting methods.

The second requirement: the qualitative competence, the start-up specialized in commercial cases. -

The third topic: litigation litigation before the court and its rulings -

The first requirement: the method of settling disputes administrative contracts according to the provisions of the instructions for implementation -

. Government contracts No. 1 of 2014

The second requirement: appeal before the court. -

The fourth topic: Judicial applications, the court of first instance specialized in commercial cases. -

The first requirement: The Court of First Instance for Commercial Cases. -

The second requirement: the Court of Cassation and the Federal Court of Excellence. -

### **The first topic.**

#### **The legal basis for establishing the Court of First Instance specialized in commercial cases**

**Adopting the high-level project, the idea of establishing a neighborhood, you are a specialist, with a specific type of look.**

**From to the lawsuits of my sponsor in its composition, the allocation of judges in a specific field is consistent with the nature To the lawsuits of the court, and its jurisdiction is confined to me to consider issues It is not specific, taking the qualitative allocation in its precise meaning, so the court of first instance was established.**

**The specialists in the commercial cases that specialize in looking into the disputes arising from the contracts Admin<sup>2</sup>.**

**Who is the most eloquent statement of the legal basis for the formation of the Court of First Instance Al-Tijaria Commercial does not have any statement from the last legal organization in the country to settle contracts disputes The Administrative Department, to reach the aforementioned court, so we will discuss this matter with two requirements.**

**The first demand is that we deal with the late legal organization to settle contract disputes. Administrative, the second is where we deal with the legal basis of the court.**

#### **The first requirement**

**The legal organization of the settlement of administrative contracts disputes in Iraq has passed**

**Most of the people who go to the countries that adopt the dual court system go to Ikeeal, the mission of Al-Fusail. In administrative disputes disputes to administrative courts, not civil courts, as is the case The situation in France, Egypt and Lebanon<sup>3</sup>**

**I am not aware of the fact that the faction in administrative disputes disputes is subject to jurisdiction Field courts, represented by the Court of First Instance, are applied in accordance with Article 3 of the Law of Organization. (Judicial No. 160 of the year 1979)<sup>4</sup>**

This text states the jurisdiction of the judiciary applies to all of them Natural and moral persons, public and private except those excluded from them by special provision In other words, the highest level was one of the countries of the unified

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<sup>2</sup> d. Ahmed Khalili Hosseen to Dakhil, Ahmed Mosheir and Haib: The Financial Services Court . Noun House for Printing, Publishing and Distribution, 2013

<sup>3</sup> - Ali Sa'id Imran: The Legal Organization for the Settlement of Administrative Contracts Disputes in Iraq, Search published on law fedrs .com.

<sup>4</sup> - d. Mahmoud Khili al-Jubayuri: Administrative Judiciary and the Constitutional Action, i / 1 . Memory for Publishing and Distribution, 2018.

judiciary until the year 1989 when they came. Second Amendment Law No. 106 of 1989 to the Council of International Law No. 65 for a year 1979.<sup>5</sup>

To whom I would speak an administrative case, it was money that I owed to enter.

Administrative Contracts Disputes Laws within the jurisdiction of the Administrative Judicial Courts Text of Article (7 / Second / D (I mentioned that I am), the Court of Administrative Judicial Court of Nazareth In the shouting of orders and administrative meetings that are issued from employees and bodies in circles Al-Dawliyah), and accordingly, the disputes of the Administrative Colonel will lead us to separate us from specialists Administrative Court. In 2004, the Legislative Emir, issued by the local authority

**(No. 99 of the year 2004<sup>6</sup>.**

**In the district, 12 minors came to me, at the formation of an administrative court Specialists are looking at some administrative contracts disputes, and the ruler does not indicate how high it is.**

**The formation of the court, and the court issued an opinion on the legal issues against the abolition of the security contractor Return the received bidding requirements in exchange for fulfillment or taking any necessary opinions.**

**Consistent with the Commander of the Vernacular Contracts, until instructions for the implementation of the Government Contracts were issued 1 for the year 2008.<sup>7</sup>**

**Article (10) ended, including the formation of an administrative court.**

**The Ministry of Planning remained a member of the Minister of Planning headed by a judge appointed by the Supreme Judicial Council.**

**The membership of the Director General of May and the Ministry of Planning and a representative of the union of high-level contractors and the last**

**The consortium of noncommercial persons is an experienced one, and is concerned with looking at the concerns of my population.**

**Bidding is based on the current status of the Bidding Committee within (7) days from the date of issuance of the Minister's Quality Assurance.**

**The hijackers or the head of the contracting authority in the irregular regions and governorates of Qalim Governorate, Court decisions are subject to appeal, as well as to the Specialized Court of Cassation within 30 days of the date of the court's decision.<sup>8</sup>**

**This court was abolished by Law No. 18 of 2013 and assigned its duties to me.**

**Ordinary jurisdiction, that is, the jurisdiction of the Court of First Instance in the disputes it handles.**

**The aforementioned administrative court, where you established the Department of Public Relations and Legal Affairs in The Supreme Judicial Council of the Ministry of Planning and the Planning Ministry, with its multi-**

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<sup>5</sup> - d. Mahir Saleh Ali Allawi: Principles of the Administrative Law, a Comparative Study, the Library Legal.

<sup>6</sup> - Judge Medhat al-Mahmoud: The Civil Status Law No. 92 for a year. 1969 and its practical applications, Part Two, Provisions and Appeals Methods, . Baghdad, 2000

<sup>7</sup> - Judge Medhat al-Mahmoud: The Civil Status Law No. 92 for a year. 1969 and its practical applications, Part Two, Provisions and Appeals Methods, . Baghdad, 2000

<sup>8</sup> .- - Dr. Naguib Khili, Ahmed Al-Jibouri, Administrative Law, Yadkar's library, for sale and publish. . Legal books, without edition, 2018.

volume books (452 / p / o) 2013 (including the cancellation of the Administrative Court formed by virtue of 11/12 42013 in Article 10 / p / a of the instructions for implementing government contracts No. 1 for the year 2008 The equivalent shall be sufficient for the claims arising from the contracting contracts for which internationalism is a party.

It is from the jurisdiction of the specialized court of Bidida, according to the contracting contracts, in accordance with the statement 1/14/2008 issued by the Supreme Judicial Council on Then we transfer the jurisdiction of the pre-trial court to specialists in looking into contracts. Contracting to the Court of First Instance concerned with commercial cases.

### The second requirement.

Formation of the Court of First Instance specialized in commercial cases The legal basis for the specialized court of Al Baydaa in commercial cases is to consider in Disputes arising from the administrative contracts that are formulated by the official contractual bodies represented The Presidency of the Republic, the Council of Ministers, the Council of Representatives, and the Supreme Judicial and Security Council

Vernacular for the Council of Ministers, ministries and entities not associated with the Ministry and the provinces and governorates Change the irregularity of the region with the Iraqi and non-Iraqi bodies to implement the general contracting.

Projects, consulting contracts, non-consulting services contracts and commodity supply contracts

The services provided are the investment, current and operational budgets.<sup>9</sup>

For a statement To the one who came / 11 / (Supreme Judicial Council, No. 154 / District / A), in the 11/26 \ 2014.

First: Build upon me, decided by the Supreme Judicial Council with its sixth session.

And the reference to Rali number number (53 / s / a) in Al-Ma'aqaida on 11/24/2014

4/24/2014 A transfer report for the pre-trial courts of the court, considering what they called

Contracting to the Court of First Instance concerned with commercial cases.

Second: This statement will be executed on 11/24/2012

Thus, the mentioned statement is the legal basis for the competent court of Bidida.

Commercial claims to look into contracts contracts that the International is a party to it, and if any

The formation of this court is based on my proposals. President of the court. We were offended by Baghdad / Rusafa.

Federalism and Assadat according to the provisions of Article (22) of the law of judicial organization and in terms of the provisions of

Section Seven of the Prince (12) for the year 2004 to specialize in commercial cases, whether they are

I neutralize a lot of things, not change the awareness of the people, what happened in the statement of the Supreme Judicial Council, Raqem.

136 / Q / A, which led to the specialization of the counterpart in cases 1/11/2006

The above contracting.

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<sup>9</sup> - - Civil Procedure Law No. 83 of 1969, as amended.

- The existence of two courts, with the establishment of specialized experts, in the commercial district of Baghdad, which is a court

Al-Baida Al-Mokhtissia, Al-Tijaria Commercial, Baghdad and Al-Baida Court The specialists in the commercial cases of Rusafa, as well as in the provinces of Basra The survivor is going to the neighboring governorates, so the two governorates come to you.

Courts in disputes arising from their administrative contracts.

### The second topic

#### Competence of the Court of First Instance for Commercial Cases

Specialization, in the sense of the year, is the appointment of the judicial body that is legally permissible by law.

The faction in disputes and the rules of jurisdiction are those that define the disputes that enter in.

The state of Kei to court<sup>10</sup>

And with the Baida Court, which specializes in commercial cases, it is recommended Looking at the disputes arising from the international contracts in which the international community is a party.

From the statement of the concept of the administrative contractor and the methods of contracting before me to enter into specialties

The court, so we will discuss this matter according to two demands, the first is the concept of mental Dari and contracting methods, the second is the court's jurisdiction.

### The first requirement

#### The concept of the administrative contract and the contracting methods

Registration of the circuit, such as contracting with thousands of companies, companies, or individuals.

The last vernacular morale of Sayyid Hajji, the various devices in international and in different areas.

The fields and whatever they are related to provide the goods and services for these to the departments or implement the projects.

Governmental. The Colonel Dari according to the rulings of the Administrative Court in France is the same.

To the repentant who threw the circuit with the intention of bribing, organizing, or running facilities for years and showing his intention

The circuit to introduce the provisions of the common law.

The contract contains three elements:

The circuit must be a party to the contract.

1. The circuit should be used with methods and privileges that are common to common law.

.2 That the contract relates to a public facility in terms of its establishment, organization, or management.

3-The most important administrative contracts are the contract of concession, the comrades' collegiality, and the procurement doctrine.

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<sup>10</sup> . Judicial Organization Law No. 160 of 1979

And they are called the administrative contracts of the shareholders, which define the project as a special legal system.

They are, and there are contracts other than their names, and they are administrative contracts that are not specific from before me.

The project has characteristics that are self-evident, such as management beliefs with Ba'athist students.

School<sup>11</sup>.

And when the public interest was dictating the daring of the circuit's dictates, it is better and stronger than

The centers of the contractor are also prohibited. They required the imposition of restrictions on the freedom of the house in the contracts.<sup>12</sup>

In the choice of whom to contract with ((4)), this is why the circuit is obligated to follow one of the contracting methods.<sup>13</sup>

That the instructions for implementing government contracts are stipulated for the number 1 year.

Kai T: colloquial tender, limited tender, colloquial tender by qualification The technician, Al Manadisya, with two phases, the first is a general vocation, and the second is a direct call to those who are present.

Technically acceptable bids for direct invitations, single bidding, direct contracting.

Direct purchase from discreet manufacturers, procurement committees.

### **The second requirement**

#### **Specific jurisdiction The Court of First Instance specialized in commercial cases.**

The qualitative specialty of the district is intended to refer to these rules that define Asina The district, its degrees, and the competence of the whole, ending with the vision of one or more types of cases, and this is considered Specialization from the legal system, Ali in accordance with Article 78 of the Civil Lifting Law

No. 83 for the year 1969, the equivalent, and it follows to you that the court cannot go beyond The rules of this jurisdiction and the case are being heard by Leis, who is her specialist, and the court will decide who

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<sup>11</sup> -. Second Amendment Law No. 106 of 1989 to the Council of International Law No. 65  
. For the year 1979

<sup>12</sup> - We invite the Supreme Judicial Council to the counterpart in the case, and they called the administrative contracts -

In a hurry and distress, complete the elevations, in a fundamental way, so that these contracts are pending. In addition to the general annexes in terms of their establishment, progress and organization.

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<sup>13</sup> - The call of regulatory bodies in international institutions to ensure that the ministry is followed - The entities not related to the Ministry and the methods of contracting in the proper form are agreed.

It is stipulated in the instructions for implementing government contracts No. 1 for the year 2014 Our guarantee for the realization of public good, commitment to the principle of legitimacy, and the establishment of a principle of sovereignty Law.

List of sources and references-

Receiving themselves and Liu Baidoun without the payment of the opponents (1), <sup>14</sup>and it is permissible to pay him any period of time from the last.

To claim and accept to pay in both the distress and discrimination stages (4/2). Article 3/209

M lifters.

The qualitative jurisdiction of the Court of First Instance, which is specialized in commercial cases, is Hugh Peer consideration of disputes arising from the contractual contracts concluded by the contracting authorities.

Al-Mashriyam al-Mishari Raliha with Article (1 / First / A) of the instructions for implementing government contracts <sup>15</sup> .for the year 2014 with the ethnic and non-ethnic entities to implement the contracting contracts.

2012 (That the jurisdiction of a court / Wajaha in the approval of the International Shura Council) No. 59

The administrative court does not include the decisions issued by the contract's implementation.

Restrictions that may lead to negative or negative discretion in the jurisdiction of the courts of first instance Specialists in commercial suits and other court courts are another. In the court of court

Al-Mokhtissia, in Commercial Suits, Rachel Radabaara, to the Rali Law Court of Bayyan.

The competent court qualitatively, with a review of the lawsuit, according to the text of Article 79 of the law.

Civil lifting.

### **The third topic**

#### **Litigation procedures and rulings before the court**

**For a statement, the litigating opinions, in front of the El Baydaa El Mokhssia Court, in commercial litigation and judgments.**

Which are confiscated in disputes arising from contracting contracts for which management is the end of each other.

So, there must be no settlement to these disputes, the disputes referred to in my instructions Implementation of Governmental Contracts 1 for the year 2014 before resorting to the court for Husayim Al-Naza,

Our Sunnah and for this reason the investigator does not meet two requirements. The first demand is that we deal with settlement methods.

Disputes in accordance with the provisions of the instructions for the implementation of government contracts, No. 1 for the year 2014 The second request and we are considering the appeal before the court.

**The first requirement Methods of settling administrative contracts disputes according to the provisions of the instructions for implementing government contracts No. (1)For the year 2014**

Both parties to the conflict may represent the contracting parties and the contracting parties before resorting to a court.

The competent specialists in the commercial cases settling the disputes after signing the contract by conciliation(Diyya) from during the formation of a joint commission between the two parties to the conflict, and a report shall be prepared in that agreement.

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<sup>14</sup> - . Abi Yehid Rahman Al-Ayyam, Sheer Qiyan Qanan Al-Ma Al-Rifa'iyat Al-Ahdiyya Al-Raqiyya, 92 of the year 1161, first part. Al-Ani Press, 1st edition, Baghdad, 1969

<sup>15</sup> - Ali Sa'd al-Aran: The Legal Organization of Settlement of Administrative Contracts Disputes, previous source, p. 98.

Between the terminal and be approved by the chief contracting officer (1). <sup>16</sup>Text of Article (8) Instructions for implementation. Contracts No. 1 of 2014, when I do not reach an amicable agreement, resorting to one of the methods stipulated by the Aqedah, which is arbitration, and it is illiterate to be a national or international arbitration, or the status of the dispute to me.

The court of competent pedagogy in the commercial cases of Hasim Mazwah Al-Azaa Al-Azi.

Article 7 of the instructions for implementing government contracts No. 1 of 2014 Bidders or their agents may submit a written report to the Central Committee of the contracting authority.

Problem according to Fajira (first) from Article 7, the mentioned above, within 7 days.

Date of notification of the state book, when making a solemn and authentic pledge from accountants

In order to pay the value of the resulting damages to the contracting authority of the contracting authority, the delay is due to the signing of the contract by the contractor Kidney or unjustified, and the Central Committee makes its recommendations within 14 days.

The date of the bidding of the hardest land to her hands and raise it to me as the head of the contracting authority or whoever gives it to him.

The recommendation is within 7 days of the date on which the recommendation will be deposited in my office, and it will take place at home.

In the subject, a rejection of the objection was made at the end of this period.

### **The second requirement**

#### **Appeal in court**

For both parties to the conflict, the contracting entity or the contracting parties and their agents are represented in the dispute.

In the contracting contract, there is a right for a civil case to be filed by the civil court before the competent court of first instance.

In commercial cases, he submits two petitions to the court and is instructed to register and pay the fees.

Legal, and after determining the dates of the high-level papers, and the reporting paper, in two versions, I will deliver them to me.

I am required to inform him from before me who is reporting and the other is returned to the court to keep me A reference to a lawsuit (1). <sup>17</sup>The court shall take into consideration a practical work and residence of the person whose notification is requested.

I will issue the paper version of the report, provided that the period is not less between the date of his notification and the specific day.

For no more than three days.

On the specific day of the raise, the court is obliged to check the completion of the notifications.

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<sup>16</sup> -Naguib Khili Khmayyid al-Jibouri, Administrative Law, previous source, p. 98

<sup>17</sup> -Abiad, Yahya Rahman al-Iyalam, Sher Qiari Qanun, The Pain of Civilians, Previous Source, p. 84

Characteristics of opponents (1). <sup>18</sup>If the plaintiff is prepared, and the plaintiff is not present, he will inform him.

So, the high-level pain is done in my absence, and if the two parties are preparing their wish to inform them or notify the plaintiff She leaves you for a lawsuit, why do you not return within the last ten days, otherwise you will be invalidated?

The court will hear their statements and view the documents, written evidence and the rest of the evidence.

The other party provides their arguments in the lawsuit.

If you are prepared to file a lawsuit to issue the ruling, the court will decide the end of the pain and raise its ruling in me.

The same day, or to be determined, by the end of the day, no later than 15 days, from the date of the conclusion of the conclusion Elevation.

#### The fourth topic

#### Judicial applications of the Court of First Instance specialized in commercial and appeal cases

#### With her decisions

The Court of First Instance of the Special Courts has been issued with numerous commercial cases.

The various judicial cases around the conflicts arising from the administrative contracts that make up The International Chambers are both parties to it, and as such, the Refugee Courts and the Federal Discrimination Courts have been administered.

Many times, from the time of the appeal, after the appeals, the trial court of El Baida Al Madaia Al Thalia commercial court Anchor was born. This researcher requires that we deal with two requirements. The first is to discuss it with the values of El-Baida El-Khasia Court for Commercial Claims, and the second demand is that we deal with it in the RT The Court of Retirement and the Federal Court of Cassation.

#### The first requirement The Court of First Instance concerned with commercial cases decided

The Court of First Instance of the Commercial Courts has issued commercial judgments Different aspects of disputes arising from administrative contracts, and before the competent court of Bidida

The contracting contracts claims before its specialist moves to the aforementioned court and from whom

The decisions are: -

#### First: Vievi Meii annoyed, he would love the client, Mei Meiin Al Mgiavia And claim compensation.

The Court of First Instance, competent for commercial cases, that it will remain for me to enter into a contract with the claimant.

(Aliyya, dated August 8, 2010, which includes the establishment of 22 residential units Logical Baghdad in green, and after receiving the site from his tribes and proceeding with the implementation of the colonel

The claimant has arbitrary measures in violation of the terms of the contractor, which ends up withdrawing the work without Good cause, bad damage, \$ 20 million, and a student from the court.

Calling on the defendant and obliging him to pay the said amount.

And after attending and attending to the statements of the parties to the lawsuit, and to me

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<sup>18</sup> -Ahmed Khali Hossein to Dakhil, Ahmed Mesheer and Waheeb: Court of Financial Services, previous source, p.48.

Accuracy and contemplation, and the court found that the facts are the facts of my case and their evidence is correct.

It will remain that the contract number 9 contract tender between the first party and the Minister of Foreign Affairs / Add For his two jobs, and between the second and second delegated director of (Salar) Construction and Tourism Company For food additions to its two functions, the meeting on 11/8/2010 for implementation of 22 residential units.

Presidential, with a total amount (29 million and 500 thousand dollars), and with a period of completion of its duration, seven months, beginning From the date of the commencement on 5/8/2010, and ends on 1/3/2011 for the terms of the colonel and the viewpoint of the delay of the plaintiff and its delay in the completion of the work agreed upon him, then the conduct of the work will be withdrawn from him, according to Kateb and the Foreign Ministry in Al-Qamri / al-Qimri / al-Muqarni / al-Muqadriyah / al-Muqadriyah / al-Muqadriyah / al-Muqadriyah / al-Muqadriyyah \ 2011.

The court concluded that the claimant's claim for compensation for what he incurred was real and what he had missed.

Anyone who leaves will give opinions, the work will be withdrawn, not because they have a legal basis, so it is called When the worker withdraws the development, he provides a legal basis, and the law is issued according to the general conditions.

With regard to obligations, civil engineering works, so the court decided to reject and deport the plaintiff's case.

Judicial expenses, attorney fees for the MCC, and the ruling is dedicated Laws of Articles 412,185, 203 and 161 of the Civil Procedure Code and Articles 21

22 and 140 of the evidentiary law is an urban judgment, necessary for resentment and discrimination, and understandable.

7/5/2017 Secondly, it relates to the contracting of the contract not to disbursement of the contracting contract from the completed works And executed.

The Court of First Instance of Al-Baida Al-Mudawiaa has been issued in the cases of contracts for contractors in Baghdad.

55 \ B \ Contracting \ 2014 on 21/8/2014 (Al-Khasis Al-Maidy Al-Maidar Al-Marqam)

Delegated to Al-Mahjia Company for General Contracting Ltd. who claimed that he will stay and contract The date of the plaintiff Ali (M) (Hassib Al-Aqeed Al-Marqam No. 5/2013) on 01/22/2013

Rehabilitation of the two conference buildings, and after the claimant has commenced the contracting work,

I have to become the monthly advance of the completed works, and I have to inform the court about an image.

The priorities of the colonel, the documents of the two parties, and the hearing to be paid by the attorney of the court and the Mayor of Kiel Judicial arbitration that the claimant who comes to the plaintiff is not upgrading to the legal reasons that necessitated the termination of the contract, so the plaintiff's call is subject to rejection and the lack of a decision to annul the decision and the lack of reasons to annul the contract and the court decided to dismiss the case for the defendant and charge him the expenses and fees attorney in accordance with the defendant's attorney 161. , 166, of the Civil Procedure Code, a verdict that is subject to appeal and excellence, and I understand publicly on 08/21/2014.

### The second requirement

#### Court of Appeals and Federal Cassation Court applications

The litigants in the lawsuit of prima faculty are entitled to appeal in the way of insulting us before the court of insult In its case, a second class court of law, where it is possible to bring to trial the first instance which confiscates the ruling.

Pleaders are in it, or the court will hear the litigants' defenses and their requests, and take the necessary opinions.

The necessary and the confiscation of its rulings on me, according to the law. Illiterate, support the primitive rule or It is canceled or amended , i.e. the judicial court issued from the preliminary court

The specialists in the commercial cases are subject to appeal, including appeals and dismissal, i.e. the opponent may Appeals in the way of dissatisfaction are based on the provisions of the article 185) of the Civil Procedure Code

No. (83) for the year 1969, equivalent to (15) days of second calamity.

From the degrees of courts, Yahya resorted to harm to the ruling.

The first is teleology or amendment), and that appeals against opposition methods are the truth, and it is the plaintiff's right Or what the third and third person demands for justice and equality between opponents and protectionThe Right to Defense ‘<sup>19</sup>In addition, litigants have the right to challenge the discrimination of my wife, the Federal Court of Cassation within me.

Judgments from those who annoy you or have court rulings For the reasons stated in the text of Article 203 of the Civil Lift Law Whereas, appeals for discrimination raise the litigants to the Court of Cassation, the body The Supreme Judicial Law, according to Article 12 of the Regulation Law, Annual Law 160.

1979 Judicial oversight of all courts, and the designation came in harmony with nature.

Its work is so that it distinguishes between the sins from the judgments and between the correct ones.

The correct and wrong error ‘<sup>20</sup>Among those decisions are the judiciary:

Decision of the Federal Resafa Court of Appeal for the First Resumption Board 1197 \ S 2014 on 28 \ Kh \ 2015, by the appointment of the delegated director

Al-Mahjia Company for General Contracting Limited / Addition of his two functions against the evening

The appeals were appealed by the decision of the Court of First Instance, which is competent to file claims for contracts.

55 / S / Mqawalat / 2014 (referred to in the first branch / second In addition to his two jobs, according to the aforementioned ruling, he was appealed to him and appealed to his historical regulations.

2/9/2014, and his appeal to this court will be recorded by the number 1197 / s / 2014, and signed To appeal and to appeal within the legal article, and to include the legal article and to include the reasons for losing the decision The court accepts the form and issuance of a distinguished, discretionary ruling to annul the ruling issued by the Court of First Instance for contracting contracts 8/21/2014 and the number 55 \ b \ Contracting \ 2014, totally canceling and the verdict canceling the contract number Kh / 2013 on 22/1/2013 required to appeal ( M) To start to appeal to the delegated director of Al-Mahjah General Contracting Ltd. \ Add an amount (two billion three hundred and two million dinars) for his job on the cost of the work performed in the contract.

### Conclusion.

After the completion of the research in the Al-Baida'a Al-Mukhtasia Court in Commercial Cases And its specialist in looking at disputes. Administrative contracts in the country. We reached a group. From the conclusions and proposals as follows: -

#### First: Conclusions:

1. The education court that deals with commercial cases deals with emerging disputes.

An administrative contract to which a state administration is a party.

2. The legal basis for Al-Bayda Court for Specialized Commercial Cases 154 / s / a of the Supreme Judicial Council on 11/26/2014

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<sup>19</sup> -Maher Saleh Ali Al-Alawi: Principles of Administrative Law, a Comparative Study, previous source, p. 57

<sup>20</sup> -Judge Medhat Al-Mahmoud: Civil Women Law, previous source, p. 45

**3 - There are ways to settle administrative contract disputes in accordance with the provisions of instructions for implementing contracts**

**Governmental Raqeem (1) for the year 2014 before resorting to the Bedaya Special Court**

**Commercial claims, as both parties to the contract are permitted to settle disputes**

**During the formation of a joint fair commission between the two parties to the conflict, the minutes of this agreement shall be prepared between The two parties are endorsed by a chief contractor, and when I do not reach an agreement I want to resort to one of the methods stipulated by the colonel, which is arbitration.**

**Either it is a national or international arbitration.**

**.4 - Bidders or their agents may object to a written objection to the Central Committee. In terms of contracts formulated in accordance with the provisions of the first clause of Article 7 of the instructions for implementation Government contracts Raqeem (1) for the year 2014, and within 7 days of the reporting date With the current book, all formal and official pledges, certified and authentic, from any accountant to pay Al-Najmiya Al-Najmiah for the validity of the contractual contracts for the late signing of the contract.**

**Kidney or unjustified, and the Central Committee issues its recommendations within 14 days.**

**From the date of the bidding of the most difficult person to her and raising it to me, the head of the contracting authority, or who**

**Make it recommend the recommendation within 7 days of the date on which the recommendation was deposited on**

**His office, and the failure to decide on the matter is a refusal to object to this period.**

**5- Litigation procedures in front of the court, to be submitted to the court, to a court case By the parties to the dispute represented by the contracting authority and its contractor or their agents..**

**6- Decisions issued by the court are subject to appeal by tribal litigants Domestication and discrimination.**

**Second: The proposals:**

**1- We choose to amend the International Council of State Law No. 65 of the year 1979 equivalent**

**And make disputes related to administrative administrative contracts from the jurisdiction of the judiciary**

**The administrator is not within the jurisdiction of the ordinary judiciary.**

**2- We are obligated by the legislator to stipulate that I wish to complain before the contracting authorities before me.**

**A lawsuit to claim the court before the court, during a specific period of time, to the disputes of the contracts.**

**Administrative without resorting to the judiciary and how long it takes to issue judicial rulings Unnecessary time and destiny for her.**

**3-We invite the Supreme Judicial Council to form the El-Baydaa Specialized Courts Court in- Each governorate is an ethnic governorate to be considered in disputes arising from contracts**

**Administrative within the spatial specialization therein, which provides good and low costs**

**I want to refer to my claim when I resort to the courts in other than the governorates that I enter.**

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