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IMPACT OF COVID-19 ON CONTRACT BINDING FORCE

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Abstract

The contract is considered the law of the contracting parties, and it is unacceptable to terminate or modify it, but it can be modified when all parties agree. However, exceptional circumstances that can occur make implementation of the obligation so hard and close to impossible in an emergency or force majeure. By taking the binding force of the contract and COVID-19 pandemic, the actual conditions related to this pandemic can make the application of the binding force more flexible, which violates the general principle of the authority of the will. To limit and minimize the spread of the pandemic, the state takes into consideration important preventive measures. Implementing the commitment as regards the debtor contractor has become impossible due to the pandemic, or cumbersome due to the activation of the critical circumstances principle. This needs creating legal texts that are more suitable for the current situation.

Keywords

Contract principle, Covid-19, Binding force, Force majeure, Impossibility of implementation, Preventive measures.

Introduction

The Jurisprudence (philosophy or science law) defines a contract, as an agreement between two or more parties to produce a legal effect. It requires the obligation to implement its clauses as the most effective tools to realize and regulate legal acts between individuals and societies. In addition, it ensures the rights and duties between the contracting parties by defining the right and imposing the obligation.

Legally, the person's will is inherently free, and can be restricted only by his absolute will. The will is considered the basis of legal behavior, and defines its effects. This principle is known as the authority of the will.

The principle of authority of the will includes different types of contracts; this needs its execution without affecting the freedom of the contracting parties. However, even when both

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contractors take the necessary precautions to implement the contract according to a defined agreement, and it is impossible to predict all scenarios and future circumstances. In addition, to complete the contract, the previous conditions can be changed completely or partially as in exceptional conditions, especially in continuous contracts where, the element of time plays an important role.

If the principle stipulates that the contract is the code of the contracting parties, then no one has the right to independently cancel or amend the contract or absolve him/herself of his/her obligations unilaterally. Even more, the judge does not have the right to interfere in amending or canceling the contract without the consent of the contracting parties.

However, in some cases, the legislator takes into account the circumstances that may arise after concluding the contract and before its implementation; such circumstances, which are beyond the control of the debtor, may lead to an imbalance in the contractual relationship, hence making the implementation of the contract burdensome, if not impossible, to the debtor. An example of such circumstances is what the world is experiencing currently due to the spread of covid-19.

In conjunction with the health crisis that affects the world in general and Algeria in particular, and the accompanying preventive measures that had a great effect on the economic, social, and financial sectors, all the activities stopped in order to avoid contact among citizens and limit the spread of the Corona virus. Since the preservation of the soul is prior to preserving money, the state has taken a set of measures which is eventually had an effect on the contractual relations in general. This requires maintaining the foundations and rules to describe the pandemic in order to face the new circumstances. As the contract field in this crisis is expected causing the emergence of new disputes that need study by the judiciary.

The present study investigates tow important points:

First, for which extent it is possible to implement the contract concluded between two or more parties satisfying the pillars and conditions stipulated legally in light of the pandemic? Second, under these exceptional circumstances, with the repercussions of Covid-19, does the force majeure of the contract support or not?

To answer these questions, the research plan is suggested as follow:

First, an introduction about the purpose is given. Then, the study is subdivided to different sections. Section one concerns the legal nature of the coronavirus by highlighting the most important exceptions related to the principle of contract implementation. Also, by considering the force majeure and the theory of emergency conditions.

Section two of the study focus on the Principle of the Binding Force (POF) during the Pandemic. It addresses the force of the contract and the impossibility of its implementation due to the pandemic, and the repercussions of its spread on the debtor's obligations. In addition, the preventive measures that prevented the implementation of the contract are considered.

Finally, obtained results of the present study with suggested perspectives are provided. These perspectives concern the possibility of solving problems resulting from the inability to implement the contract.

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1 -The Legal Nature Of Covid-19

Generally, the contract is the law of the contractors, so it is unacceptable to violate or amend it except by the agreement of its parties or by the reasons decided by the law. In fact, each rule has an exception. In cases, where specific incidents can be appeared, generally are not expected and implementation of the contractual commitment become so hard or impossible. All the legislations in the world that include these exceptions in their texts to protect the parties involved in the contractual relationship by considering two mechanisms. These mechanisms are the theory of emergency conditions and the principle of force majeure. They allow studying the cases where, the contractual commitment implementation becomes difficult. Consequently, when all countries of the world took the necessary precautions and preventive measures in order to stop the spread of Covid 19, it became essential to give a legal description of this pandemic. In the present research work, two important points are considered. The first one deals with the possibility of implementing the theory of emergency conditions. The second one investigates whether the principle of force majeure is applicable in this case.

1-1 The possibility of implementing the theory of force majeure

The force majeure cannot be expected or anticipated, especially when it is difficult to predict. In this section of the study, we outline the definition of force majeure and its associated conditions.

1-1-1 The force majeure concept

The rules of civil and contractual responsibility aim to protect individuals and provide the protection of the relationships that relate them, whatever the sources of these relationships through the realization of the commitment principle. In case where there is harm, the wrong party must adhere to paying a compensation fee according to Article 119 of the Algerian Civil Code, by obliging the person causing the non-respect of the commitment of the contract to pay a compensation fee to the affected party.

However, sometimes some exceptional incidents can be happen in which it is impossible to implement this contract due to unexpected events and phenomena such as earthquakes, volcanoes, floods, wars etc. In such cases, the damage cannot be avoided where, the concept of the force majeure that makes the implements of the contract impossible for the debtor. The force majeure is the incident that arises without the will or the intervention of the contractor, and which the contractor is unable to expect or fight. Such force renders honoring the contractor’s commitment impossible. The consequence of this force majeure is the annulment of the contract and the expiration of the debtor's commitment by the force of law (Muhammad Ghanim, 2010, p. 20).

In the same context, the Algerian legislator stipulates in Article 121 of the Civil Code that: “In contracts binding of two parties, if the obligation is canceled due to the impossibility of implementing it, the corresponding obligations also expire and the contract is terminated by the force of law.” Consequently, in the case of the force majeure (the major force), the debtor is exempt from his commitment, and the contract is annulled by the force of law. In this regard, it is observed to decrease the force majeure on the contract and the interference of the

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legislator by taking the contractors' place, and annulling the contract all together. This particularly affects the general principle of the authority of the will of the two parties of the contract. However, with the conditions of the force majeure being met. It means not foreseeing the incident and not being able to meet it, and the debtor become unable to implement its commitment. In addition, the corresponding obligations of both parties will be dropped, and the contract will be annulled by the force of law.

According to the French civil law, no a specific definition of the force majeure is provided. However, it discusses its impacts in Article 1147. Furthermore, Article 1148 of the same law stipulates the effects of the force majeure, that there is no place for compensation if the debtor is prohibited by the force or if there is a sudden accident from giving or doing what he committed to do.

The same can be discussed about the Egyptian legislator, as it does not define the force majeure; rather, it only shows its effects tin Article 215 of the Civil Code which stipulates the debtor's commitment to compensation in the case of no fulfillment of his commitment unless there is a foreign cause that renders its implementation impossible. Here, it means 'foreign reason' is the force majeure.

What is observed from these legal texts is that they are unprecedented in limiting the will of both parties, infringing the force majeure of the contract, implementing the commitment related to it, reducing the will of both parties, and infringing the principle of the authority of the will. According to the World Health Organization (WHO), some important recommendations are considered by the majority of countries around the world including Algeria. These recommendations concern precautionary measures to limit the spread of the epidemic. In fact, the WHO classified covid19 as a global pandemic by imposing a general lockdown and reducing all economic and commercial activities and closing airports. This rendered implementing the commitments corresponding of the two parties of the contract impossible in general. Because the force majeure, it is observed that the binding force of the contract has become inefficient where, its implementation become impossible.

1-1-2 The force majeure conditions

Also it is better to add a small paragraph here

Example: The force majeure comprises four important characteristics, which are unpredictability, impossibility to pay…….

- **Unpredictability**

The events that qualify as force majeure must be unforeseeable by the person who is obligated to fulfill the contract. An event that is anticipated does not constitute force majeure; it must be unforeseen by reasonable standards. If it is foreseeable, it does not qualify as force majeure. The determination of whether an event qualifies as force majeure falls within the discretionary authority of the judge. The judge must realistically establish the causation of the event; otherwise, his ruling may be subject to veto due to the lack of causation.

It results, if one of the contractors enters the contract knowing that some events that could affect the future implementation of the contract or which will make it impossible. Then he cannot refer to the force majeure to justify the annulment of the contract later.

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- **Impossibility to pay**

For the event to be a force majeure and for the contractor to be exempt from the responsibility, the event in question must be impossible to avoid or resist. It means it is not within the debtor's power to prevent its occurrence or receive its consequences. This impossibility is required to be absolute, so it is not an impossibility concerning the debtor alone, but rather an impossibility concerning any party in the position of a debtor (Al-Sanhouri, 2004, p. 737). However, if the commitment is onerous, then an emergency condition can be occurred and not force majeure.

To realize the force majeure as a justification, it is impossible to avoid or resist by the debtor who invokes it to dissolve his contractual obligation. This requires two conditions (Safi, 2007, p. 332). The first is his inability to receive the existence of the event constituting the force majeure, while the second is his inability after the emergence of this incident to avoid its consequences.

- The debtor does not have involvement to activate the force majeure

Article 119 of the Algerian Civil Code stipulates that: "In contracts binding two parties, if one of the contracting parties does not fulfill his obligation, the other contracting party may, after notifying the debtor, demand the implementation of the contract or its termination with compensation in both cases if the situation so requires...". Therefore, if the event preventing the implementation of the commitment is not foreign to the contracting party, and he had an intervention to not implementing the contract, it is not considered as force majeure. In this case, emphasizing on implementing the contract and affirming the principle of its force majeure is necessary.

1-2 Possibility of implementing the theory of emergency circumstances

1-2-1 Concept of the theory of emergency circumstances

The theory of urgent circumstances emerged in France during World War I, where the administrative judiciary applied it for the first time in the rule of the State Council issued on June 30, 1619, in a well-known case in which the gas company of Bordeaux city in France refused to supply the gas material at a certain price. However, the price quickly increased due to the impact of the war, so the State Council decided after raising the dispute before it, to amend the contract appropriately, in accordance with the theory of urgent circumstances, and a new price was therefore established (Al -Sanhouri, 2004, p. 521).

As contracted, often the theory of emergency circumstances is applied in cases, where the obligation is burdensome for one or both parties in the contract. Additionally, one of conditions of its implementation is that exceptional incidents are general and cannot be expected and that these incidents make the implementation of the obligation burdensome rather than impossible (Al-Sanhouri, 2004, p. 714). The Algerian legislator stipulated it in Article 107, Paragraph 3 of the Algerian Civil Code (Civil Code 07-05, 2007), If general exceptional incidents occur that could not have been expected and their occurrence results in the implementation of the contractual obligation, and even if it does not become impossible, it becomes burdensome for the debtor such that it might cause him a heavy loss, the judge may, depending on the circumstances and after taking into consideration the interest of both parties,

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reduce the burdensome obligation to a reasonable extent, and any agreement to the contrary shall be void."

What can be concluded from the text of Article 107 in Paragraph 3, is that although the rule says that the contract is the law of the contractors. However, in exceptional circumstances and under necessary conditions, the judge can deviate from his original task, which is supposed to be not exceed the interpretation of the contract, to its amendment (Bakr, 1978, p 241). After a balance between the interests of the contractors, it is important to minimize the commitment to a reasonable limit according to the requirements of justice. The applicable asset is the principle of the authority of the will that prevents any foreign part from interfering with the contract.

Thus, the Algerian legislator recognized the emergency circumstances as a restriction relative to the binding force of the contract according to the text of Article 107. Furthermore, the judge has the authority to amend the contract and return the obligations to their normal state to protect the weak party in the contractual relationship. In addition, the judge has the legal authority under which he can intervene in contracts and obligations between the parties in the contract in the event of exceptional circumstances. This intervention shows the flexibility of judging during his decision.

Concerning the French legislator, he stipulated the theory of emergency circumstances following Article 1134, paragraph 3 presented in the French Civil Code, after analyzing the principle given as follow "the contract is the law of the contracting parties" in its first paragraph.

The contract that is subject to the application of the theory of emergency circumstances is a contract whose implementation deadline is delayed ~~relaxed~~ in time (CARBONNIER, 1972, p217) as its obligations are determined based on the economic circumstances during the time of contracting. However, these circumstances can be changed or modified during the implementation of that contract due to unexpected factors such as wars, economic crises that make the contract burdensome for one party for the benefit of the other party (Filali, 2010, p. 371).

1-2-2 Conditions of the theory of emergency circumstances

The legislator has overlooked the nature of the emergency in question and the contracts concerned with them. For the nature of the emergency, there is no doubt that it includes all events, whatever their nature, economic, social, political, or natural. The emergency may also be an administrative or fiscal law ...

Concerning contracts, it seems that the legislator did not restrict the region of the theory of emergency circumstances to a specific type, but rather contented itself with the existence of a time interval at the time of concluding the contract and at the time of its implementation, and for the emergency event to occur during this period. The contract may then be temporary, or it may be immediate unless its implementation is completed once it is concluded (Filali, 2010, p. 373).

- **The** circumstance **must be general**

The circumstance must include a large number of people of a region or a state. What is meant by the generality of the emergency circumstance is that its impact extends to all people

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or to a specific group with the same nature of dealing, meaning that the contractor has shared being a victim of the accident that occurred with others from the public.

Generally, epidemics such as Coronavirus in particular respond to this condition in that it is general, as it forced a lockdown for everybody where, people cannot practice their economic and commercial activities. Then, it is not possible to implement the respective obligations between the contracting parties.

- **The circumstance must be exceptional**

The condition of exceptionality means that the event constituting the emergency circumstance is rare and unusual in occurrence. Its deviation is from what people are accustomed to according to the normal course of things. The description of exceptionality in the emergency event must not be linked to one of the parties to the contract alone, but rather exceptional according to an objective standard where it is rare to occur according to what is usual of the affairs of people's lives, such as wars, earthquakes, and fires... (Saltah, 2007, p. 240)

This is what is observed by the researchers after the spread of coronavirus which responds to these exceptional circumstances. This pandemic could isolate entire countries from the rest of the world and negatively affect the contracts of individuals and companies. This predicts the emergence of new tendencies and cases, which will be presented to courts that are related to the implementation of commitment.

Requiring exceptionality in an emergency event is an attempt by the legislator to narrow the scope of the judge's intervention to amend the contract, and hence acknowledging the original principle, which is the principle of the authority of the will, which protects the contract from any interference from anyone foreign to both parties of the contract (Dermash, 2014, p. 259).

- **The obligation becomes burdensome for the debtor**

This condition causes a significant loss to one party from both sides of the contract, and does not make the implementation of the obligation impossible, as is the case in the force majeure where the obligation expires (Al-Bakri, n.d., p. 530). It means the emergency incident is not required to lead to the impossibility of implementing the commitment, because this leads to the disappearance of the opposite obligations and the annulment of the contract by the force of the law. In this case, there is no area to apply the theory of emergency conditions; rather, we are in the case of a force majeure (Dramash, 2014, p. 263).

This condition is based on the objective standard to apply the theory of emergency circumstances.

Lack of expectation is measured relative to the ordinary man, and in the case of exhaustion, regardless of the state of ease or hardship of the debtor and the estimation of loss on which the judge bases his estimation of the huge loss due to the emergency circumstance (Dermash, 2014, p. 263).

According to the previous text, the theory of the force majeure and the principle of emergency circumstance are among the most important exceptions and restrictions contained

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on the principle of the authority of will and the binding force of the contract. If all of the compared legislations authorized the judge or legislator to intervene to restore the contractual balance between the parties, as required by the values of justice and the law, and given the description of the Corona pandemic as a force majeure that waives all corresponding obligations due to the pandemic, as it is an easy presumption to prove.

It is observed that the application of the specifications of the force majeure on the Corona pandemic became concrete fact where, the debtor can easily consider and prove it. In fact, according to the Director General of the WHO, the pandemic is considered as a global epidemic, and the description of a pandemic is a nomination that is more appropriate.

In addition, following the same organization, the pandemic means the global spread of a new disease and never known before. By the end of the year of its spread, no an effective vaccination has been found yet. Some of civil law explainers proved that the epidemics can be classified as force majeure family. Impossibility to implement the contract is caused by the lack of expectation and the inability of the debtor to respond and that the debtor. In addition, the debtor has no hand in it as the opposite rights fall, and the force of law cancels the contract.

In France at the Court of Appeal in Colmar, the court considered the absence of one of the litigants to appear before the court, due to exceptional and insurmountable circumstances. These circumstances bear the nature of force majeure due to the spread of the virus. In fact, the opponent was unable to attend because his contamination by COVID-19 and could be under quarantine during a specific period of time. Then, the court concluded that these circumstances represent force majeure, and it is proved that it is not possible to guarantee that the risk of infection would disappear (Colmar, 20/01098, 2020). In addition, a new decision was issued by the Egyptian Court of Cassation deeming the Corona pandemic as force majeure, and that the period from March 17 to June 27, 2020 is a force majeure. Furthermore, Coronavirus effects stopped the validity of the procedural deadlines related to appealing judgments. It means that they will not be counted among the deadlines for cassation appeals in effect during that period (Resolution 1295, 2020). It is observed that the Algerian legislator has not decided on this issue yet, which takes us to the aforementioned comparative laws related to this matter.

2 - The outcome of the binding force for the contract at the time of the pandemic

The contract is considered as a law for its parties involved in it and for other parties. As it is known, the contract is the law of contractors and, therefore, the power of the will that created the opposite obligations must be implemented. Also, perpetuating the principle of the binding force of the contract prevents its sanctity and its prohibition; otherwise, it results in a

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penalty for violating this rule. It is noticed that with the emergence of Covid 19, the rules were turned for the owners of contracts in which time was an essential element. In this section, the intersection of the binding force of the contract taking into account Corona pandemic situation is discussed. Then the measures taken to stop its spread are addressed. In the first part, we tackle the binding force of the contract and from where the contract derives this force. In the second part, we deal with the intersection taking place and the disappearance of the binding force of the contract and the Covid 19.

2- 1 Binding Force principle of the Contract

Civil legislation has organized the principle of the binding force of contracts by using specific provisions and extracted from public law, particularly the civil law governing contractual relationships. In this context, the Algerian legislature established this principle given by the following known expression: "The contract is the law of the contractors" (Belhadj, 2004, p. 203). Article 106 of the Algerian Civil Code mentions that: "The contract is the law of the contractors; it cannot be overturned or amended except by mutual agreement of both parties or for reasons stipulated by law."

The importance of this rule is clearly demonstrated by the explanation of Article 106, where the Algerian legislator placed it at the top of the third section entitled “Effects of the Contract” of the second chapter “The Contract” of the second book “Obligations and Contracts.”

The principle of the binding force of the contract is strongly related to the principle of the authority of the will and the rules branching on it: contractual freedom, the binding force of the contract, and the relative effect of the contract (Al -Sanhouri, 2004, p. 7). The principle of the binding force of the contract covered the majority of contractual relations where, it becomes one of the most important consequences of the belief that the will is the basis of the binding force of the contract. The impact of the contract represented in the rights and obligations remains dependent on the contractual relationship, as long as the contract is confirmed by its pillars and conditions and not contrary to the public order and morals. It consequently arranges its effects and acquires its binding strength for its parties who exchanged the expression of contentment without giving others the right to benefit from it. It excludes the cases mentioned in the way of the exception, especially the case of stipulation in the interest of others, according to the text of Article 116 of the Algerian Civil Code.

By considering the principle of the authority of the will as the basis of contractual obligation does not mean that it restricts the contracting parties only. However, this will is considered the law of contract, which obliges everyone, including the judge, who must respect the content of the contract as it is and apply it to its two parties. Therefore, free will is what creates the contract, determines its content, and gives it binding force as a main effect that requires implementation (Qadada, 1994, p. 18).

One of the most important consequences of the principle of the authority of will is that the effects produced by the will of the contracting parties cannot be affected by amendment, change, or veto. This finds its justification in the philosophical foundations on which this principle was based, and the amplification that accompanied it in sanctifying the will as the basic and only element that governs the contract and dominates the stages of its life from its

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inception through its implementation until its expiration (Al-Fayed, 2005, p. 21). Accordingly, it is will alone that determines the effects resulting from the legal relationships and ties emerging between individuals.

In addition to the previous explanation, and although any external interference in the will of the contractors such as legislative or judicial, would ruin the comprehension inherent in the conflicting interests. Every contract concluded freely necessarily infers that it is in accordance with justice and the public interest "because all that is contractual is fair" (Rollan, 2005, p.05). By intervention of the precautionary side, following the Corona pandemic, the contractual balance based on consent and equal interests is spoiled, which predicts the emergence of disputes before the judiciary in various contractual fields due to the pandemic.

It is observed that the French Court of Cassation is still loyal to this principle. In a decision issued by its Civil Chamber, it stated its adherence to this principle by not violating the contract and not having the judge's right to intervene to amend it, even if that was under the pretext of protecting the contractual balance between the two parties. The decision of the French Court of Cassation issued on March 18th 2009 stated: "Since the lease contract does not include any clause between the methods of implementing the contract and how to pay the rent based on that, the Court of Appeal has violated the provisions of Article 1134 of the law." However, the French civil legislation recognizes the principle of intervention in emergency circumstances to amend the contract (Fillali, 2010, p. 291).

Hence, the real will is the foundation of the contractual relationship, and it is not possible to submit to the obligations arising from it unless the contractor is free to choose, not forced. Therefore, it is concluded that the mandatory is a characteristic linked to the contractual relationship whenever it is valid and free of the defects of the will. The mandatory plays the role of the law between the contractors and even for others, and it can only be dissolved by the will of the parties or according to the requirements of the law in exceptional circumstances decides. Here, we can refer to the situation in which the world lives today, resulting from the global epidemic, COVID-19, and the fate of the contracts concluded at this time. It is noted that the pandemic limited the contractual transactions despite the presence of the binding force and the difficulty of its implementation for both parties and others. Therefore, we find the discrepancy between the rule binding on the principle of the contract under the law of the contracting parties and the impossibility of implementation due to the pandemic, which requires responding to the requirements of the current situation.

The Algerian legislator implemented the binding force of the contract presented in Articles 106 and 107, paragraph number one of the Civil Code. Through these two articles, we find that the binding force of the contract is like the law for its parties and the judge together, so it can only be violated according to a new agreement for the contractors or according to the conditions that the law decides. The deprivation of the contractor of vetoing or amending the contract by his individual will as a general principle also applies to the judge, so he may not prejudice the content of the contractual relationship, even if its conditions are unfair from his point of view, as he is obligated like the contractors to respect the requirements of the contract as the provisions of the law are completely required. Accordingly, the mandatory in the implementation of the contractual relationship is to fulfill the commitment concluded between the two parties to the contract while adhering to good faith (Filali, 2010, p. 289).

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The existence of the principle of good faith in the field of contracting greatly reflects the influence of ethics or some of its rules on the law, and adherence to this principle is dealt with as a well-established principle in the theory of the contract, as it has a significant impact on the implementation of the contract and its strength. The text of Article 107 of the Algerian Civil Code mentions that: "The contract must be implemented by what it contains and in good faith..."

In the same context, we observe that the contract loses its binding force and is cancelled by the force of law in exceptional cases in which the obligation is impossible to implement. The last explanation is clearly discussed in the text of Article 121 of the Algerian Civil Code, where the contract becomes cancelled by force of law. Moreover, the obligations corresponding to it are cancelled by force majeure, which is impossible for one of the contracting parties to implement, as is the case in the sales contract. If the seller cannot implement the obligation after concluding the contract due to the destruction of the sold item due to a foreign cause, then the obligation is terminated. The sales contract is annulled, and the buyer's obligation to pay the price is dropped (Fadeli, 2006, p. 154).

2-2 Impossibility of implementing the contract under Covid 19 constraint

There is no doubt that due to the current circumstances of many countries around the world are going through and the epidemiological state that the WHO has classified as a pandemic. All the countries, including Algeria, were suffering to take some measures such as imposing quarantine, closing most of the commercial and economic activities, reducing judicial work to the minimum, and stopping internal and external flights ...

While the contractual obligations govern the law of trade and the traders, the impact of the pandemic was negative and consisted in a loss of rights guaranteed by the contract for both parties. In other words, all the measures taken reduced the implementation of the contractual commitment, and thus reduced the strength of the commitment to the possibility of its implementation or not. The implementation of the contractual relationship may be objected to reasons that the debtor has no hand in, which leads to the impossibility of its implementation by the force of law, which, in this case, is urgent and cannot be expected or resisted. These cases apply to all people and not only the debtor contractor, and include all the obligations arranged by the contract (Philali, 2010, p. 359). It is the case of the non-enforcement of the binding force of the contract as a result of reasons outside the scope of the parties as is the current situation. This situation is called the dissolution due to the inability to implement or annulment (Belhadj, 2004, p.318). Accordingly, this contractual relationship and the binding force associated with it automatically terminate with the absence of contractual responsibility on the debtor, after proving this outside reason that has emerged from the contract, so that he is not obliged to implement it (Sanhouri, 2004, p. 596).

It would be noted that the expiration of the binding force of the contract includes both immediate contracts and time contracts. In an immediate contract, expiration occurs by the immediate implementation of the obligations arising from it, even if they are deferred, as is the case in the sales contract. These obligations are immediately implemented upon the date of fulfillment, all at once or in stages (Al-Sanhouri, 2004, p. 575). As for the situation in the

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time contract, it is linked to the element of time, as its binding force expires with the expiration of time if it is specific.

We have previously shown that, legally, the description of the pandemic is considered as force majeure. Because the collapse of the economic balance in various fields and the imposition of quarantine, which led to the fall of the opposite obligations and, necessarily to the breaking of the contract with the force of the law because of the impossibility of its implementation after all the measures that were taken to prevent the virus. With the proliferation of contracts where, the time plays a crucial element, especially the contracts that were made before the appearance of the virus, and the commitment to them during the quarantine period became difficult to implement if not impossible due to several reasons, including the inability of the debtor to fulfill his commitment as he suffers from the virus, which makes it imperative for him to abide by the quarantine procedures, or damage to the goods or their expiration, as well as the suspension of flights and flight contracts due to closing the borders ... The renter debtor of the leased property who lost his work because of the pandemic is not obliged to pay the rent, considering that the state imposed the closure of the shop. Therefore, the judge must take these cases into account by giving a period of time to pay the rent or compensate the tenant for the damages he suffered due to the closure. As for the merchant who contracted to buy a commodity and paid for it and was only waiting for the delivery, after the measures taken due to the coronavirus came into effect by imposing a quarantine and the complete closure of all activities, and movement between states...What is the place of implementation of the commitment here? In this case, the obligations fall, and the contract will be annulled. An example of this is the case of the total expiration of the goods due to the procedures for quarantine in some states considered as an epicenter of COVID-19.

Conclusion:

The present study demonstrates the impact of the COVID-19 pandemic on contracts in general, contractual obligations, and the fate of the principle of the binding force of contracts in particular, especially during the pandemic. The study proved that, the general principle is “the contract is the law of the contracting parties” and it is considered the beating heart of the binding force of contracts, so it cannot be revoked, modified, or canceled except by agreement of the parties. However, the principle of obligation may be affected by emergency and exceptional situations that reduce the strength of its implementation.

We have shown that COVID-19, as a global pandemic, represents an exceptional circumstance that was far from expected. It forced all countries to impose measures to prevent the spread of this virus. The obtained results of the study are given as follows:

- The force majeure is considered an exceptional event if its conditions are met.
- The emergency circumstance is an exception to the obligation force of the contract with its conditions.
- It is observed that there is some flexibility regarding the disappearance of the principle of the binding force of the contract due to these circumstances after the COVID-19 pandemic.
- The impossibility of implementing contracts
- All countries have taken precautionary measures, with the issuance of several presidential decrees, and total closure under the penalty of punishment.

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