

A COMPARATIVE STUDY OF THE PRINCIPLES OF CIVIL LIABILITY OF PHARMACISTS IN IRAQI AND UNITED STATES LAW

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Abstract

In the United States, the civil liability of pharmacists is based on a variety of legal principles. These principles include the Civil Liability Act, Contract Law, and Pharmaceutical Regulatory Regulations. Pharmacists, as health professionals, are obligated to comply with professional laws and ethics, and may face legal consequences if they violate these duties. The American legal system defines the civil liability of pharmacists based on three main concepts: fault, strict liability, and breach of contract. If pharmacists fail to comply with standards, courts can order them to pay compensation. In Iraq, the civil liability of pharmacists is defined within the framework of the Iraqi Civil Code, the Civil Liability Act, and the Medical and Pharmaceutical System Regulations. Pharmacists in Iraq also have similar legal and ethical duties and are subject to legal prosecution if they violate these duties. The civil liability of Iraqi pharmacists is based on fault, strict liability, and breach of contract. Compliance with standards is essential for pharmacists, and if they fail to do so, they may face financial and administrative penalties.

Keywords: US law, Iraqi law, pharmacist, civil liability.

Introduction

In healthcare systems, pharmacists play a vital role as guardians of public health. Medication errors—whether in the dispensing process, the quality of the pharmaceutical product, or the provision of improper counseling—can lead to irreparable consequences for patients. This underscores the importance of examining the legal liability of pharmacists in various jurisdictions, particularly in Iraq and the United States. Iraqi law, rooted in Islamic jurisprudence, and U.S. law, founded on common law principles, offer differing perspectives on the civil liability of pharmacists. This paper aims to analyze and compare the principles, legal frameworks, and judicial practices governing pharmacists' liability in both legal systems.⁴

1. Sources of Civil Liability for Pharmacists

1.1. Fault-Based Liability

A) Fault-Based ⁵Liability in U.S. Law

The civil liability of pharmacists in the United States is primarily grounded in the doctrine of

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⁴ Tort Law

⁴ Contract Law

⁵ Negligence

fault. To establish civil liability on the basis of fault, four fundamental elements must be proven, as derived from American ¹tort law. Fault-based liability under U.S. law rests on four essential elements, and pharmacists may be held liable for damages when they breach professional standards. U.S. case law demonstrates that courts tend to favor patient protection in instances of medication errors. According to American judicial practice, in order to establish a pharmacist's negligence, it must be shown that the pharmacist failed to adhere to the standard of care expected of a reasonably competent pharmacist under similar circumstances². This standard includes the thorough review of prescriptions, identification of potential drug interactions, provision of necessary warnings to patients, and prevention of medication errors. Moreover, if a pharmacist breaches the duty of care in any of these respects, they may be held legally liable for resulting harm.³ That is, if the pharmacist deviates from accepted professional standards—such as prescribing an incorrect dosage, failing to consider the patient's allergies, or neglecting to advise on potential side effects—they are deemed to have committed a fault. Furthermore, if the patient can prove that the pharmacist's negligence directly caused the harm suffered, a causal relationship (causation) must be established to hold the pharmacist liable⁴. It must be demonstrated whether the harm would have occurred in the absence of the pharmacist's negligence—that is, whether actual causation exists⁵. It must also be shown whether the harm was a foreseeable consequence of the pharmacist's conduct—that is, whether legal ⁶causation (proximate cause) is present. Under U.S. law, the patient must demonstrate a tangible harm—whether financial, physical, or psychological—such as additional medical expenses, pain and suffering, or emotional distress⁷. The patient must also prove losses such as lost income in order for civil liability based on fault to be attributed to the pharmacist. Under U.S. law, pharmacists may defend themselves by invoking: a) **Comparative fault⁸ or proportional liability⁹**. This means that if the patient contributed to the harm—such as by ignoring medical instructions—the pharmacist may be absolved from liability or required to pay reduced damages. Furthermore, if the pharmacist properly informed the patient of the risks associated with the medication and the patient knowingly accepted those risks, the pharmacist may not be held liable. In U.S. law, this is referred to as **informed consent¹⁰**. This is known as *informed consent*, and if the harm results from other factors—such as the patient's pre-existing medical conditions—the pharmacist will not be considered at fault. (Johnson, 2014).

Among the landmark cases addressing pharmacist negligence in U.S. law are the following:

- In *McKee v. American Home Products Corp.*, the court affirmed that pharmacists hold responsibility for identifying and correcting medication errors.
- In *Lasley v. Shrake's Country Club Pharmacy*, the pharmacist was held liable for failing to provide adequate warnings regarding the drug's side effects (Davarnia, 2006).

¹ Tort Law Restatement (Third) of Torts

² Reasonable Pharmacist Standard

³ Breach of Duty

⁴ Causation

⁵ Actual Causation

⁶ Proximate Cause

⁷ Pain and Suffering

⁸ Contributory Negligence

⁹ Comparative Negligence

¹⁰ Informed Consent

B) Fault-Based Liability (al-Mas'ūliyya al-Taqā'irīyya) under Iraqi Law

Under Iraqi law, the civil liability of pharmacists is precisely regulated by both civil legislation and Islamic jurisprudence. According to the Iraqi Civil Code (Law No. 40 of 1951) and the Pharmacy and Pharmaceuticals Law (Law No. 8 of 2016), pharmacists bear civil liability in the event of harm caused to patients. This liability is based on three essential elements: (1) damage, (2) a harmful act, and (3) a causal link between the pharmacist's conduct and the resulting harm. Iraqi law obligates pharmacists to adhere to professional standards, which include the thorough review of the physician's prescription, consideration of drug interactions, comprehensive patient counseling, and compliance with best practices in dispensing medications. ...**proper storage conditions for medications**. If a pharmacist fails to fulfill these duties—such as by incorrectly dispensing medication, neglecting to consider drug interactions, or failing to provide essential information to the patient—they may incur civil liability (Al-Sam, 1976). In addition, the pharmacist must be knowledgeable about potential side effects and must inform patients of possible risks. Failure to meet these obligations may result in civil liability. Upon proof of fault, the pharmacist is obligated to compensate the patient for both material and moral damages and may also be subject to disciplinary actions such as written warnings, suspension of licensure, or revocation of the right to practice. Through such regulations, Iraqi law aims to safeguard patients' rights while also supporting the integrity of the pharmacy profession.

1.2. Strict Liability

A) Strict Liability¹ under U.S. Law

Strict civil liability is one of the key doctrines in the law of torts within the common law system, wherein proof of fault is not required to establish liability. This paper, drawing upon authoritative legal sources—including the *Restatement (Third) of Torts* and various decisions of U.S. federal and state courts—examines the principles, conditions, and applications of strict liability under American law.

According to the findings presented herein, strict liability in the U.S. is primarily applied in three domains: (1) ultrahazardous activities, (2) the manufacture of defective products, and (3) the keeping of dangerous animals. This legal doctrine was first articulated in the landmark case of *Rylands v. Fletcher* (1868) and has since been recognized within the American legal system as an exception to the fault-based principle of tort liability.

The foundation of this doctrine lies in public policy considerations and the fair distribution of risk. Under this theory, liability is established solely based on the causal connection between the defendant's act and the resulting harm, without the need to prove fault or intent to cause damage (Smith & Thompson, 2015).

Under U.S. law, specific conditions must be met for strict liability to apply, including the existence of a product defect, the release of the defective product from the manufacturer's control, the absence of substantial alterations to the product, and its foreseeable use by the consumer. In certain states, such as California, if the plaintiff shares some degree of fault, the amount of damages may be reduced. Additionally, if the plaintiff knowingly accepted the risks involved, the defendant may be absolved of liability. Moreover, U.S. law recognizes several defenses that can eliminate strict liability, such as **acts of God** (unforeseeable natural events) or **governmental orders**. In the context of pharmacists, strict liability may arise when a prescribed

¹ Strict Liability

medication is defective. In such cases, pharmacists may be held liable for damages without the need to prove fault. While such liability primarily targets drug manufacturers, pharmacists may also be held responsible if they dispense dangerous drugs without providing adequate warnings. The *Restatement (Third) of Torts: Products Liability* explicitly affirms that providers of pharmaceutical services may also bear liability for defective medications (Grass, 2016).

B) Guarantee-Based Liability (Mas'ūliyya al-*ḥ*amān) under Iraqi Law

In Iraqi law, the concept of guarantee-based liability is rooted in Islamic jurisprudence and is referred to as *ḥ*amān. This form of liability arises without the need to prove fault and is based on a specific legal relationship between the individual and the property or activity in question. Article 206 of the Iraqi Civil Code addresses liability for the destruction of another's property within this framework, while Articles 217 and 221 deal respectively with liability for animals and for buildings and installations.

To establish guarantee-based liability, it is sufficient to prove that harm—whether financial or bodily—occurred, and that there is a direct link between the act of the liable party and the damage. However, there is no requirement to establish fault; rather, the existence of a specific guarantee relationship, whether contractual or statutory, is the determining factor (Al-Dulaimi, 2018).

Guarantee-based liability under Iraqi law possesses distinctive features. Compared to fault-based liability, it encompasses a broader scope and allows for fewer exemptions. Additionally, in comparison with...

...strict liability, guarantee-based liability has a stronger foundation in Islamic jurisprudence and displays greater flexibility within its doctrinal rules. In certain specific cases—such as the distribution of counterfeit medications or failure to comply with health regulations—the pharmacist's liability is considered absolute, without the need to prove fault.

Article 216 of the Iraqi Civil Code further reinforces this by assigning responsibility to any person entrusted with preserving another's property and holding them liable (*ḥ*āmin) in the event of negligence (Al-Hasnawi, 2020).

1.3. Contractual Liability¹

A) Contractual Liability of Pharmacists under U.S. Law

In the legal system of the United States, contractual liability occupies a significant position within the realm of private law. The common law system provides a balanced framework between the rights and obligations of the promisor and the promisee, offering a variety of remedies for damages resulting from breach of contract. Contract law in the U.S. is a hybrid of common law principles and statutory regulations, applied across various types of contracts, including public, commercial, and consumer agreements.

A breach of contract occurs when one party fails to perform its obligations, performs them incompletely, or delays performance. To establish contractual liability under such circumstances, the following elements must be proven: the existence of a valid contract, the presence of a binding obligation, the occurrence of a breach, and the resulting damages (Danzon, 1991).

In this legal system, the relationship between a physician and a patient is often treated as a specialized service contract, governed by general contract law as well as specific medical regulations. Medical contracts are characterized by certain unique conditions, including the requirement of informed patient consent, adherence to professional standards, and the duty to

¹ Breach of Contract

provide an appropriate standard of care. Physicians are also contractually obligated to maintain confidentiality, disclose essential information, and ensure appropriate follow-up care—all of which are considered part of their contractual duties under U.S. law (Mehr News Agency, 2014). If a pharmacist, under the terms of a contract (such as an agreement with a patient or a medical institution), undertakes to provide specific services but fails to fulfill those obligations, they may be held liable for breach of contract.

B) Contractual Liability (*al-Mas'ūliyya al-'Aqdiyya*) under Iraqi Law

Under Iraqi law, Article 61 of the Civil Code explicitly defines contractual liability. It states that if a valid contract exists, and one party fails to perform its obligations, causing harm to the other party, contractual liability arises. In the context of treatment contracts, such agreements are classified as *contracts for the lease of services* under Article 854 of the Iraqi Civil Code. Physicians are obligated to provide services in accordance with professional standards. Breaches of contract may include, for example, abandonment of treatment without justification, disclosure of confidential patient information, failure to meet professional standards, and the lack of obtaining informed consent (Safai, 2012).

The nature of pharmaceutical contracts in Iraqi law is regarded as a *contract for work* (as per Article 864 of the Iraqi Civil Code), whereby the pharmacist is obligated to provide high-quality medications and accurate pharmaceutical consultation. Examples of contractual breaches include dispensing incorrect or expired medications, failing to provide adequate usage instructions, disregarding potential drug interactions, or violating the physician's prescription. Notably, in Case No. 456/2017, a pharmacist was ordered to pay compensation for dispensing the wrong medication. Similarly, Case No. 112/2019 concerned the failure to issue necessary warnings to the patient (Al-Mousawi & Al-Zubaidy, 2019).

Thus, if a pharmacist has entered into a contract—whether with a patient or a medical center—and refuses to fulfill their agreed-upon obligations, they may be subject to legal action for breach of contract.

2. Legal Duties of Pharmacists and Grounds for Liability

2.1. Adherence to Professional Standards

A) Accurate Dispensing and Prescription Review under U.S. Law

Pharmacists in the United States appear to operate under a multilayered regulatory framework that encompasses professional standards as well as civil and criminal liability. Within the U.S. healthcare system, pharmacists are considered a vital link in the chain of patient care. The legal oversight of pharmacists is embedded in federal regulations, including the **Federal Food, Drug, and Cosmetic Act (FDCA)**, which governs the safety, efficacy, and labeling of pharmaceuticals and cosmetics¹. including the **Federal Food², Drug, and Cosmetic Act (FDCA)**, the **Controlled Substances Act**, and the regulations issued by the **U.S. Food and Drug Administration (FDA)**³. At the state level, regulation includes the **State Boards of Pharmacy**⁴, **licensure laws**, and the **guidelines issued by the Drug Enforcement Administration**⁵ (DEA). Under U.S. law, pharmacists are obligated to conduct clinical reviews of prescriptions⁶, identify and prevent drug

¹ FD&C Act

² Controlled Substances Act

³ FDA

⁴ Licensure

⁵ DEA

interactions, monitor the storage and handling of medications, and document and report adverse drug reactions. In addition to these responsibilities, pharmacists also have specialized duties such as providing medication counseling to patients, supervising the use of controlled substances, participating in team-based¹ therapeutic care, and implementing vaccination programs² for patients (Williams & Brown, 2018). The responsibility for verifying the accuracy of a physician's prescription, ensuring the correct dosage, and identifying potential drug interactions falls squarely on the pharmacist under U.S. law. For example, in the case of *Jones v. Walgreens Co.*, the pharmacist was held liable for dispensing an incorrect dosage of medication to a child.

B) Accurate Dispensing and Prescription Review under Iraqi Law

Under Iraqi law, the civil liability of a pharmacist toward patients is grounded in the general principles of tort liability as established in the Civil Code, as well as in specialized regulations pertaining to the medical and pharmaceutical fields. This liability encompasses the careful review of prescriptions, verification of drug accuracy and appropriate dosage, and identification of potential drug interactions. The pharmacist is required to thoroughly examine prescriptions, detect any possible errors, and take corrective measures when necessary. These duties include identifying mistakes made by the prescribing physician, such as...

...errors in the name of the drug, its dosage, or drug interactions, verifying the authenticity of the prescription, and ensuring that all required information is complete. The Iraqi Civil Code—particularly Articles 202 to 210—governs civil liability arising from fault. Within this framework, a pharmacist's responsibility toward patients is considered a professional duty, and failure to fulfill it may result in both compensation for damages and disciplinary sanctions. Pharmacists must carefully examine prescriptions to safeguard patients' health. Iraqi law in this regard combines general rules of tort liability with specific medical and pharmaceutical regulations (Al-Jubouri & Al-Hiti, 2017).

2.2. Providing Counseling

A) Patient Counseling and Warnings³ under U.S. Law

In the United States, the civil liability of physicians, pharmacists, and other healthcare providers toward patients is primarily governed by general tort law principles as well as specific federal and state regulations. These laws emphasize the physician-patient relationship, medical counseling, informed consent, and standards of care.

Pharmacists are required to inform patients about potential side effects and proper methods of medication use. Failure to provide such information may give rise to liability. For example, in *Riff v. Morgan Pharmacy*, the court ruled that a pharmacist has a duty to warn patients about the dangers of prescription medications.

Within the American legal system, the civil liability of healthcare providers for counseling and advising patients is largely regulated by tort law and state-specific legislation⁴. Patients may bring claims against physicians or pharmacists before civil courts or medical oversight boards in cases of negligence. On the other hand, healthcare providers can mitigate their liability by complying with care standards and obtaining informed consent.

⁶ Clinical Review

¹ Team-Based Care

² Drug Interactions

³ Duty to Warn

⁴ Tort Law

B) Patient Counseling and Warnings (*Wājib al-Irshād wa al-Taʿdhīr*) under Iraqi Law

In the Iraqi legal system, transparent communication with patients regarding treatment risks, the provision of specialized counseling, and obtaining informed consent constitute fundamental elements of the physician-patient relationship. Failure to adhere to these principles can result in legal consequences for both physicians and healthcare institutions.

Pharmacists are likewise obligated to inform patients of the potential side effects of medications and to provide instructions on their proper use. Neglecting to issue such warnings may lead to civil liability. For example, if a pharmacist fails to warn a patient about possible adverse effects of a medication, and the patient suffers harm as a result, the pharmacist may be held legally responsible.

In litigation concerning pharmaceutical errors, Iraqi courts typically rely on expert medical opinions to determine fault. However, pharmacists may avoid liability by demonstrating that they took all necessary actions and complied with professional standards (Al-Khoei, 1976).

The liability of physicians under Iraqi law is primarily grounded in the **Iraqi Civil Code (Law No. 40 of 1951)**, particularly the provisions concerning tort and guarantee-based liability, as well as the **Iraqi Penal Code (Law No. 111 of 1969)** in cases where medical error results in serious injury or death. Additional legal frameworks include **Ministry of Health guidelines** and **professional medical regulations**, such as the **Medical Ethics Law**.

Under Iraqi law, both physicians and pharmacists are required to provide accurate and comprehensive information regarding the patient's condition, available treatment options, potential risks, and side effects. They must also obtain the patient's *informed consent* (*al-riʿā al-mustanīr*), meaning that the patient must make a treatment decision with full knowledge of the benefits and drawbacks. Failure to do so may result in legal responsibility for compensating the harm caused (Al-Saadi & Al-Tamimi, 2011).

2.3. Monitoring and Oversight

A) Oversight of Dangerous Drugs under U.S. Law

Pharmacists are required to prevent the misuse of controlled substances, such as opioids¹. Failure to do so may result in legal prosecution. For instance, in *United States v. Leal*, a pharmacist was convicted for the unlawful sale of Oxycodone (Rizo & Seamon, 2013).

The **U.S. Food and Drug Administration**² (FDA) is responsible for the approval and oversight of all prescription and over-the-counter medications, the classification of drugs based on their potential for abuse, and the regulation of their manufacturing, distribution, and labeling. Additionally, the **Drug Enforcement Administration**³ (DEA) is tasked with...

...is tasked with regulating substances listed under the Controlled Substances Schedule⁴, issuing licenses to physicians and pharmacists for the prescription of such medications, and overseeing the entire supply chain—from production to end-user consumption (Grass, 2016).

Additionally, under U.S. law, a classification system for dangerous drugs has been established to regulate and monitor⁵ their distribution. Controlled substances are divided into five schedules (Schedule I through V), and pharmacists are legally obligated to comply with this classification

¹ DEA

² FDA

³ DEA

⁴ Controlled Substances Act

⁵ CSA

when dispensing medications to patients or customers. The classification is summarized in the following table (Williams & Brown, 2018):

Medical Use	Abuse Potential	Examples	Drug Group
None	Very high	Heroin, LSD	1
With severe restrictions	High	Oxycodone, Methadone	2
By prescription	Moderate	Codeine, Steroids	3
By prescription	Low	Xanax, Valium	4
By prescription	Very low	Codeine cough syrup	5

Under U.S. law, pharmacists are required to verify the authenticity of prescriptions and the identity of the prescribing physician, consult the **Prescription Monitoring Program (PMP)** before dispensing controlled substances, and ensure secure storage under specified conditions. Patients, on their part, must present valid identification to receive such medications, are subject to restrictions on prescription refills, and are legally prohibited from transferring medications to others. This regulatory system is continuously updated to address emerging challenges related to drug misuse while maintaining legal access to essential medications.

B) Compliance with Drug Storage and Distribution Regulations under Iraqi Law

In Iraqi law, the storage and distribution of pharmaceuticals by pharmacies and pharmacists are governed by the Ministry of Health and relevant regulatory authorities through specific laws and regulations. These regulations address technical standards, storage conditions, controlled distribution, and pharmacists' responsibilities.

According to the Iraqi Pharmacy and Pharmaceutical Law (Law No. 8 of 2016), pharmacists are required to store medications under appropriate conditions, and the distribution of expired or defective drugs is considered a criminal offense (Al-Mousawi & Al-Zubaidy, 2019).

The pharmaceutical law obligates pharmacies to adhere to specific principles for the storage of medications in order to preserve their quality and effectiveness. Temperature-sensitive drugs, such as vaccines and certain antibiotics, must be kept in dedicated refrigerators or freezers with controlled temperatures. Light-sensitive medications must be stored in opaque packaging away from direct light exposure.

Iraqi law also mandates the physical separation of regular medications from controlled substances. Controlled drugs—including narcotics and psychotropic substances—must be stored in locked cabinets and kept out of public access. Pharmacies are required to monitor expiration dates and remove expired or spoiled medications from circulation.

Furthermore, the law mandates that certain controlled medications be stored in secure containers with electronic locks. Accurate records of the entry and dispensing of these substances must be maintained in a designated ledger. Pharmacists are obligated to report any violations or shortages to the Ministry of Health and relevant oversight agencies (Al-Dulaimi, 2018).

3. Possible Defenses for Pharmacists

A) Under U.S. Law

Pharmacists in the United States may be exempt from liability under the following circumstances:

1. **Comparative fault by the patient**¹ – when the patient fails to follow the pharmacist's instructions.
2. **Informed consent**² – when the patient was aware of the medication's risks and voluntarily accepted them.
3. **Lack of causation** – when the harm was not directly caused by the pharmacist's conduct (Williams & Brown, 2018).

B) Under Iraqi Law

Pharmacists may also be exempt from liability under the following defenses:

1. **Patient fault** (*al-khaṭa al-mushtarak*) – when the patient failed to adhere to the pharmacist's instructions.
2. **Informed consent** (*al-riḍā al-mustanīr*) – when the patient knowingly accepted the risks associated with the medication.
3. **Force majeure** (*al-quwwa al-qāhira*) – when the harm results from unforeseeable events such as natural disasters (Al-Mousawi & Al-Zubaidy, 2019).

Conclusion

In the healthcare sector, pharmacists play a vital role in safeguarding patients' health and safety. Errors or negligence by pharmacists—such as dispensing incorrect medications, supplying expired drugs, or failing to provide proper counseling—can have serious physical, psychological, and financial consequences for patients.

This reality highlights the importance of analyzing the civil liability of pharmacists across different legal systems. Iraqi law, influenced by Islamic jurisprudence, and U.S. law, based on the common law tradition, adopt differing approaches to this issue. While the Iraqi Civil Code addresses civil liability in general terms, it lacks detailed provisions specific to pharmacists. As a result, patients in Iraq often face challenges in collecting evidence and accessing qualified medical experts.

...in accessing medical experts. Additionally, certain jurisprudential rules—such as the principle of non-liability (*barā'at min al-āmān*)—can sometimes limit pharmacists' liability. Establishing a causal relationship under Iraqi law is particularly challenging, especially given patients' limited access to specialized information.

Moreover, the absence of comprehensive legal provisions specifically addressing pharmacists' liability—particularly in cases of systemic errors—further complicates patients' ability to seek redress.

In the United States, civil liability claims related to pharmaceutical errors are often complex and time-consuming. This can be particularly burdensome for patients with limited financial resources. Differences in state laws introduce additional complexities and lead to inconsistencies in judicial decisions. Furthermore, the application of strict liability in certain cases contributes to rising insurance costs for pharmacists and pharmacies.

U.S. law allows patients to assert their rights through **class action lawsuits**, especially in cases involving defective pharmaceutical products, which grants patients greater collective power—a feature not present in the Iraqi legal system. In Iraq, pharmacists' liability is based on the fault

¹ Contributory Negligence

² Informed Consent

theory influenced by Islamic jurisprudence, requiring proof of negligence. In contrast, the U.S. legal framework—through a combination of fault-based and strict liability doctrines—offers broader avenues for patients to obtain legal remedy.

Policy Recommendations

For the Iraqi Legislator:

1. Enact specific legal provisions regarding pharmacists' liability within the Civil Code or health regulations.
2. Establish specialized medical commissions to evaluate pharmacist-related errors.
3. Strengthen professional education and require the consistent use of informed consent practices.

For the U.S. Legislator:

1. Simplify litigation procedures to reduce the cost of legal action for patients.
2. Harmonize state laws to create a unified legal framework and reduce discrepancies in judgments.
3. Enhance oversight of the pharmaceutical supply chain to minimize systemic errors.

References

1. Al-Dulaimi, N. K. (2018). **The rights and obligations of pharmacists in Iraqi civil law: A focus on professional liability.** *Iraqi Academic Journal of Law*, 7(4), 120-145.
2. Al-Hasnawi, A. H. (2020). **Civil liability of pharmacists and pharmaceutical institutions in Iraqi legislation: A comparative study.** *Journal of Legal and Political Sciences*, 12(3), 45-67.
3. Al-Jubouri, M. S., & Al-Hiti, A. R. (2017). **Compensation for damages resulting from pharmaceutical errors: A comparative analysis between Iraqi and French law.** *Baghdad Journal of Legal Sciences*, 9(2), 75-98.
4. Al-Khoei, S. A. (1976). *Foundations of Civil Liability in Islamic Jurisprudence.* Najaf Printing House.
5. Al-Mousawi, S. K., & Al-Zubaidy, M. A. (2019). **Legal responsibility of pharmacists for medication errors in Iraqi law: An analytical study.** **Al-Nahrain Journal of Law and Political Sciences*, 21*(2), 89-112.
6. Al-Saadi, R. H., & Al-Tamimi, F. A. (2021). **The extent of civil liability of pharmacies in cases of pharmaceutical negligence under Iraqi law.** *Journal of Jurisprudence and Legal Studies*, 15(1), 33-58.
7. Al-Sam, M. B. (1976). **Medical and Criminal Liability: Between Theory and Practice.** *Al-Muhandis Publishing.*
8. Danzon, P. M. (1991). **Liability for Medical Malpractice.** *Journal of Economic Perspectives*, 5(3), 51-69.
9. Davarnia, R. (2006). **Civil liability of judges in Italy, France, the United States, and Iran.** *Journal of Faculty of Law and Political Science, University of Tehran*, 74(0), 1-20.
10. Grass, J. C. (2016). **The Medicine Shoppe v. Loretta Lynch, et al.: Pharmacists and Prescribing Physicians Are Equally Liable.** *The Health Lawyer*, 28(3), 28-37.
11. Johnson, R. T. (2014). **Pharmacists' civil liability in dispensing errors: Legal frameworks and patient rights in the U.S.** *American Journal of Pharmacy Law*, 12(3), 89-102.

12. Mehr News Agency. (2014, August 4). **Pharmacists' professional fee: Ensuring patient rights in pharmacies.** *Mehr News*. Retrieved from <https://mehrnews.com>.
13. Rizo, M., & Seamon, M. (2013). **Pharmacists' Liability: What My Pharmacy Law Professor Did Not Cover.** *International Journal of Pharmaceutical Compounding*, 17(4), 290–293.
14. Safai, S. H. (2012). **Basis of Civil Liability of Physicians With a Glance at the New Bill for Islamic Penal Code.** *Journal of Legal Views*, 17(58), 141-156.jlviews.ir
15. Smith, J. A., & Thompson, L. M. (2015). **Professional liability of pharmacists: A comparative analysis of civil liability in U.S. healthcare.** *Journal of Health Law and Policy*, 8(2), 45-67..
16. Williams, K. L., & Brown, S. P. (2018). **Patient rights and pharmacist responsibilities under U.S. tort law.** *Journal of Medical Ethics and Law*, 15(4), 123-140.