المجلس الأعلى للقضاء
Supreme Judicial Council

A Selected Collection of Legal Principles and Rules Endorsed by The Supreme Court

Translated version- English

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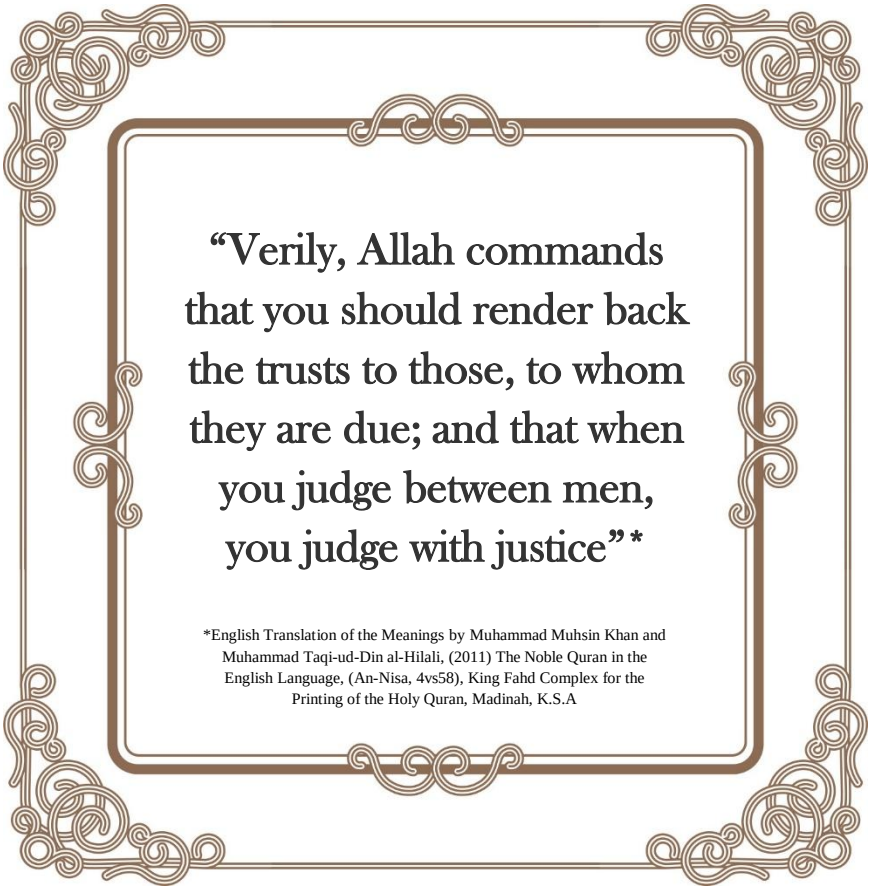
Technical Bureau

2024-2025


“Verily, Allah commands that you should render back the trusts to those, to whom they are due; and that when you judge between men, you judge with justice”*
*English Translation of the Meanings by Muhammad Muhsin Khan and Muhammad Taqi-ud-Din al-Hilali, (2011) The Noble Quran in the English Language, (An-Nisa, 4vs58), King Fahd Complex for the Printing of the Holy Quran, Madinah, K.S.A

His Majesty
Sultan Haitham Bin Tarik

The Late Sultan,
Qaboos Bin Said

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بسم الله الرحمن الرحيم

All praise is due to Allah, Lord of the worlds. May peace and blessings be upon the noblest of messengers, our Master Muhammad, and upon his family and companions.

The implementation of the law and the establishment of its firm principles represent the decisive path to guiding judicial rulings. It is the means by which legal texts are applied and interpreted to deliver justice to all litigants, free from personal bias.

The Supreme Court, through the issuance of its principles, serves as a legal authority that safeguards justice and provides direction to judges.

From this perspective, the selection of these principles—endorsed by all departments of the Supreme Court (Civil, Lease, Criminal, Labour, Commercial, Administrative, and Shari'a)—aims to serve as a guiding light for judges and legal researchers alike. These principles and legal rules seek to unify judicial decisions and ensure legal stability through the proper application of statutory provisions in a manner that achieves justice, promotes the public interest, and fulfills the objectives of the legislator.

Finally, we extend our sincere appreciation to all those who contributed to the production of this important work—from the members and staff of the Technical Bureau to those who undertook its translation and

Dr. Mahmoud bin Khalifa bin Ghaleb Al-Rashidi

Judge at the Supreme Court

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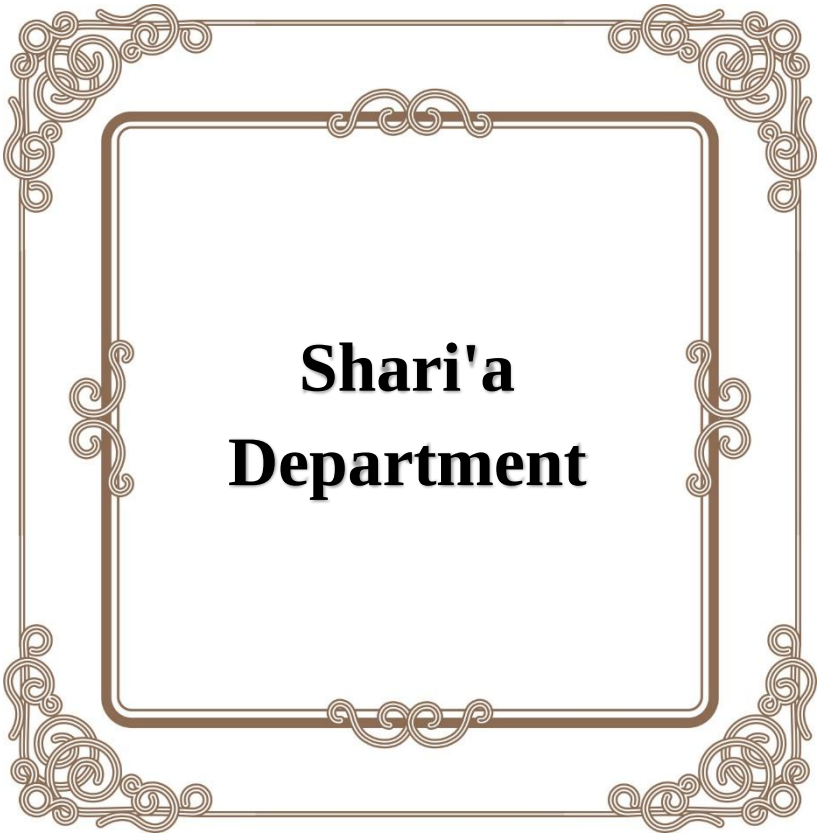

Shari'a
Department

Official Document (Injured - Unconscious)

If an official document is issued on a date when the person issuing it was afflicted with an illness that rendered him unconscious, such a document shall not be deemed valid as it was issued by a legally incompetent person. Therefore, the grant contract shall be invalid.

Challenge No. 304/2019, Session dated Sunday, 07/07/2020

Principle No. (27) – Judicial year (20)

Acknowledgment (Multiple - Replication)

If there are two acknowledgments with different dates regarding the same subject matter, the later acknowledgment shall supersede the earlier acknowledgment.

Challenge No. 167/2019, Session dated Sunday, 17/05/2020

Principle No. (18) - Judicial year (20)

Proof (Awareness - Statute of Limitations)

The principle is the lack of awareness of legal actions if they occur in the person's absence. Silence shall not be deemed as evidence of awareness. The person claiming awareness bears the burden of proof in accordance with the legally prescribed procedures.

Rights shall remain valid and shall not be subject to the statute of limitations except in accordance with the legally prescribed procedures.

Challenge No. 291/2017, Sharia Court, Session dated Sunday, 20/05/2018

Principle No. (27) - Judicial year (17-18)

Testimony (Disagreement between Two Witnesses)

Testimony shall be invalidated if issued by two witnesses, and the testimony of each witness differs from the other.

(Challenge No. 41/2014, Supreme Sharia Court, Session dated Saturday, 22/06/2014)

Principle No. (14) - Judicial year (13-14)

Testimony (Relatives - Acceptance)

Testimony of relatives on behalf of their relatives shall be inadmissible, as it is a testimony of biased witnesses, and may not be used as a basis for a judgment.

Challenge No. 166/2019, Session dated Sunday, 23/02/2020

Principle No. (14) - Judicial year (20)

Testimony (Acceptance - Opponent)

Testimony of an opponent in a case shall be inadmissible, as well as the testimony of a witness that may benefit from or ward off harm through its testimony.

Challenge No. 48/2019, Session dated Sunday, /12/2019

Principle No. (11) - Judicial year (20)

Proof (Testimony - Cause - Acceptance)

The existence of a relationship of affinity and benefit in a dispute between the witness and the beneficiary of the testimony shall invalidate the testimony, rendering it inadmissible.

(Challenges No. 35, 36, and 37/2018 - Session dated 06/01/2019)

Principle No. (16) - Judicial year (19)

Milk Siblingship (Testimony after Consummation of Marriage)

The testimony of a grandmother to milk siblingship, even if she is credible, shall not be accepted after consummation, if she was aware of the marriage and was not absent from the husband and wife's domicile, as the grandmother's failure to deny the marriage, of which she was fully aware, renders her testimony suspicious, and warrants invalidation.

Challenge No. 84/2011 Sharia Court - Session dated Saturday, 07/04/2012

Principle No. (16) - Judicial year (12)

Testimony (Rejected Due to Kinship)

Testimony of relatives shall not be invalid based solely on kinship, unless such testimony confers a benefit or wards off harm from both the witness and the beneficiary of the testimony. Accordingly, a testimony may not be invalidated due to kinship.

Challenge No. 5/2011 Sharia Court, Session dated Saturday, 26/05/2012

Principle No. (18) - Judicial year (12)

Proof (Evidence)

Requesting a conclusive oath entails the forfeiture of all evidence submitted by the party requesting it.

Challenge No. 248/2017, Sharia Court, Session dated Sunday, 11/02/2018

Principle No. (22) - Judicial year (17-18)

Evidence (Simulation - Conclusive Oath)

Requesting a conclusive oath to establish a simulation shall be permissible under Sharia Law, provided the plaintiff is unable to provide evidence thereto.

(Challenge No. 133/2018 - Session dated 06/01/2019).

Principle No. (14) - Judicial year (19)

Oath (Defendant's Absence - Illness - Refusal)

An opponent’s failure of to appear to take the oath due to illness shall not be deemed a refusal.

Challenge No. 112/2019, Session dated Sunday, 17/11/2019

Principle No. (6) - Judicial year (20)

Conclusive oath (Requesting - Divorce)

The court shall request a husband to take a conclusive oath if he denies having divorced his wife for the third time. The Court's failure to request the conclusive oath shall constitute an erroneous application of the law and a violation of the right to defense.

Challenge No. 271/2019, Session dated Sunday, 17/05/2020

Principle No. (19) - Judicial year (20)

Suppletory Oath: Invoking Suppletory Oath

Invoking or requesting a suppletory oath from the opponent and the later's taking of the oath waives the requesting party’s right to maintain the remaining evidence.

(Challenge No. 138/2011, Supreme Court - Sharia Department, Session dated Saturday, 10/11/2012)

Principle No. (4) - Q.S. (13-14)

Simulation (Definition - Argument - Proof - Private Successor)

Simulation means the misrepresentation or concealment of the truth through the agreement of two parties to conceal their true intentions with the intent of concealing a true action from others, rendering their action a simulation, while the concealed act is the true act, which aims either to harm creditors, for example, when the debtor sells its property (a simulated contract), or with the intent of depriving the heirs or one of the heirs of their legal right.

Challenge No. 329/2019, Session dated Sunday, 17/05/2020

Principle No. (21) - Judicial year (20)

Res judicata (Personal Status - New Grounds)

Personal status cases are recurring cases based on circumstances and emergencies, i.e. a previous ruling on a case does not have the force of res judicata and does not prevent its consideration as long as new circumstances and conditions arise in the case.

Challenge No. 83/2011, Sharia Court, Session dated Saturday 31/03/2012

Principle No. (15) - Judicial year (12)

Res judicata (Personal Status - New Grounds)

Personal status cases are recurring cases based on circumstances and emergencies, i.e. a previous ruling on a case does not have the force of res judicata and does not prevent its consideration as long as new circumstances and conditions arise in the case.

Challenge No. 83/2011, Sharia Court, Session dated Saturday 31/03/2012

Principle No. (15) - Judicial year (12)

Res judicata (Conditions)

If the subject matter, persons, and cause of a new case are the same as those of a previously adjudicated case, the Court shall automatically rule to previous adjudication therein.

Challenge No. 155/2019, Session dated Sunday, 24/11/2019

Principle No. (9) - Judicial year (20)

Marriage (Its Purpose)

The purpose of marriage is chastity and the establishment of a stable family under the care of the husband.

(Challenge No. 118/2013, Supreme Court - Sharia Department, Session dated Saturday, 5/1/2014)

Principle No. (10) - Judicial year (13-14)

The Right to Marry (Requested by persons of 18 Years of Age and above)

Article (10/A) of the Personal Status Law promulgated by Royal Decree No. (32/1997) gives anyone who aged eighteen years the right to request a judge to authorize their marriage.

(Challenge No. 118/2013, Supreme Court - Sharia Department, Session dated Saturday, 05/01/2014)

Principle No. (10) - JUDICIAL YEAR (13-14)

Personal Status (Waiting period - Iddah)

A divorced woman whose marriage has not been consummated is exempted from the waiting period, and therefore may remarry upon the issuance of the final judgment.

Challenge No. 132/2017 Sharia Court, Session dated Sunday, 24/12/2017

Principle No. (13) - Judicial year (17-18)

Personal Status (Marriage)

A woman's marriage without her guardian's permission shall nullify the marriage contract.

Challenge No. 217/2017, Sharia Court - Session dated Sunday, 08/04/2018

Principle No. (24) - Judicial year (17-18)

Marriage (Contract – Consummation - Pillars - Nullity)

The husband's claim that his wife is not a maiden upon his acknowledgment of full and natural consummation of marriage shall be invalid under Sharia and the law, as the contract fulfilled all its pillars and conditions. Therefore, the husband may not claim nullity of the contract.

(Challenge No. 57/2018 - Session dated 07/10/2018)

Principle No. (6) - Judicial year (19)

Residence (Mother-in-Law - Harm)

A husband is not entitled to have his mother live with his wife in the marital domicile if the wife complains of harm.

Challenge No. 223/2019 - Session dated Sunday, /01/2020

Principle No. (12) - Judicial year (20)

Personal Status (Divorce Due to Illness)

If the husband's illness is established, the husband shall be given one year to receive treatment. Therefore, in case of non-recovery, the court shall order the annulment of the marriage upon the wife's request.

If the husband informed his wife of his illness before marriage, and the wife accepted despite the illness, the wife's claim to annul the marriage contract shall not be heard, and she shall bear the consequences of her agreement to marry.

Challenge No. 150/2017, Sharia Court - Session dated Sunday, 21/01/2018

Principle No. (18) - Judicial year (17-18)

Jurisdiction (Allocation - Organization - Court Circuits - Invalidity)

The allocation of jurisdiction among the circuits within a single court is a matter of internal organization. Therefore, a ruling issued by a Sharia Court in a civil matter shall not be marred with fault.

Challenge No. 203/2019, Session dated Sunday, 23/02/2020

Principle No. (15) - Judicial year (20)

Jurisdiction (Personal Status Matters - Value - Civil and Commercial Procedures Law - Law Regulating the Legal Profession)

All personal status matters fall within the jurisdiction of the Sharia Court without specification of the value of the case. Therefore, Article (36) of the Civil and Commercial Procedures Law and Article (31) of the Law Regulating the Legal Profession do not apply to personal status matters.

(Challenge No. 102/2018 - Session dated 13/01/2019)

Principle No. (17) - Judicial year (19)

Personal Status Matters: "The judge's sole discretion in adjudication, and how it relates to public order." "Public order" "The judge's sole discretion in adjudication of personal status matters."

All personal status matters fall within the jurisdiction of the Sharia Court, without specification of the value of the case, regardless of its amount. Such jurisdiction was established as part of the public order, and violating thereof shall result in nullity.

It was found that the ruling violated Article (273) of the Civil and Commercial Procedures Law, which stipulates that the Primary Court, composed of a single judge, has jurisdiction. The aforementioned Article stipulates that all personal status matters fall within the jurisdiction of the Sharia Court, without specification of the value of the case, regardless of its amount, as established by the generality of Article (36) of the same law. Such jurisdiction is related to public order as stipulated in the provisions of Article (272) of the Procedures Law, the first Article of Chapter Fourteen, which relates to personal status matters. Whereas such qualitative jurisdiction is stipulated in a special article, it is deemed to be related to public order, and any violation thereof shall result in nullity.

Challenge No. 159/2014, Supreme Court - Sharia Department, Session dated Sunday 19/04/2015

Principle No. (3) - Judicial year (15 - 16)

Cases (Obstruction of Marriage (Adhl) – Jurisdiction)

The validity or invalidity of marriage and consideration of marriage after an irrevocable divorce is out the jurisdiction of the Obstruction of Marriage Division of the Supreme Court.

Case No. 14/2017 (Obstruction of Marriage) - Session dated Sunday 05/02/2017

Principle No. (5) - Judicial year (17-18)

Divorce by Abdication

The condition for the validity of the divorce by abdication is the consent of both parties to the marriage contract. Divorce by abdication from a person who lacks the right to offer and accept shall be invalid.

Challenge No. 10/2010, Sharia Court, Session dated Saturday 16/10/2010

Principle No. (2) - Judicial year (11)

Personal Status (Divorce by Abdication)

Divorce by Abdication without the consent of the husband shall be invalid. Violation of such renders the divorce invalid.

Challenge No. 134/2017, Sharia Court, Session dated Sunday 26/11/2017

Principle No. (21) - Judicial year (17-18)

Divorce by Abdication (Compensation - Invalidity)

The compensation for divorce by abdication may not be the waiver of the child support. Violation of such renders the prerequisite invalid.

(Challenge No. 52/2018 - Session dated 07/10/2018)

Principle No. (5) - Judicial year (19)

Reconciliation of Divorce by Abdication (Revocation)

A woman's agreement to a settlement in the court by paying the redemption and accepting Divorce by Abdication from her husband shall be deemed a waiver of her claim for divorce. Such

acknowledgment may not be revoked on the ground that no denial shall be admissible after acknowledgment.

Challenge No. 98/2011 - Sharia Court - Session dated Saturday, 28/01/2012

Principle No. (9) - Judicial year (12)

Inheritance (Receipt - Heirs - Proof)

The principle is that the heirs did not receive their inheritance, and the claimant of receipt shall bear the burden of proof.

Challenge No. 259/2019, Session dated Sunday, 23/02/2020

Inheritance (Division - Title Deed)

Inherited property may be divided if ownership is established by any evidence, provided it exists and undisputed, without the need for a title deed.

Challenge No. 333/2018, Session dated Sunday, 03/11/2019

Principle No. (3) - Judicial year (20)

Paternity Claims "Jurisdiction of the Sharia Court"

Article (41) of Civil Status Law No. (66/96) stipulates that paternity claims fall under the jurisdiction of Sharia courts.

(Challenge No. 13/2012, Supreme Court - Sharia Department, Session dated Saturday, 20/10/2012)

Division (Jurisdiction)

A dispute related to the division of the deceased's estate, regarding assets that were unknown upon the conclusion of the disassociation contract, falls under the Sharia Court jurisdiction, not the Civil Court.

(Challenge No. 49/2017, Sharia Court, Session dated Sunday, 18/06/2017

Principle No.: (8) - Judicial year (17 - 18)

Civil Transactions (Division of Estate)

Claims of annulment and re-division of the estate shall not be heard after the lapse of one year after the conclusion of the estate’s division. A request for re-evaluation of the estate's assets is not subject to the statute of limitation under Article (830) of the Civil Transactions Law.

Challenge No. 3/2017, Sharia Court, Session dated Sunday, 11/03/2018

Principle No.: (23) - Judicial year (17 - 18)

(Estate – Division – Jurisdiction)

The case concerns the determination of the legal heirs' shares of the estate of the deceased person, which falls under the jurisdiction of the Primary Court (Sharia Circuit).

Challenge No. 943/2015, Supreme Court - Sharia Department, Session dated Monday, 21/12/2015

Principle No. (47) - Judicial year (15 - 16)

Res judicata "applicability." Division of estate "judicially."

The principle in estate division is that it may not be divided until the estate's liabilities are settled. Also, in principle, Division by judicial ruling requires all heirs to be parties to the dispute and occurs after the settlement of all liabilities. Claims of debts, even to third parties, shall not be admissible, as the ruling has the force of res judicata.

Upon hearing the report prepared by the presiding judge and after legal deliberation, the appeal has fulfilled all its formal and legal requirements and is therefore accepted in form. In subject, the Appellant's objection to the ruling, based on the aforementioned grounds, is unsubstantiated, whereas the principle in estate division is that it may not be divided until the estate's liabilities are settled, such as debts to others. Therefore, the Appellant should have presented such debts in a timely manner, and all heirs are involved in the case. Whereas the assets were divided by a court ruling, which then acquired the capacity of conclusive evidence, it is not permissible for the Appellant to argue the invalidity of res judicata, as a ruling has already been issued, and the ruling has acquired the force of res judicata. Therefore, the Appeal is dismissed, the Appellant is charged with the payment of costs, and the confiscation of deposit.

Challenge No. 178/2014, Supreme Court - Sharia Department, Session dated Thursday, 31/03/2016

Principle No. (12) - Judicial year (15 - 16)

Appeal "Timeline."

A case for the division of a house is deemed a civil case if the origin of the partnership is a purchase, not an inheritance. Accordingly, the appeal period is thirty days, and failing to adhere to the deadline qualifies the ruling for quashing.

Challenge No. 36/2010, Sharia Court – Session dated Saturday, 16/10/2010.

Principle No. (3) - Judicial year (11)

Alimony (estimation - the need of the beneficiary - the financial capacity of the ability of the spender - previous alimony- claim - payment - marital relationship)

Alimony shall be estimated based on the need of the beneficiary thereof. However, the financial capacity of the person paying the alimony does not justify charging the spender with the payment of alimony in a manner exceeding the needs of the beneficiary.

Previous child support shall be calculated from the date of the judicial claim, not from the date of issuance of the First Instance judgment.

The custodian shall hold the child's passport, given the child's critical need for the passport.

In principle, maintenance shall be due on the husband upon the existence of marital status.

(Challenge No. 243/2018 - Session dated 14/04/2019)

Principle No. (21) - Judicial year (19)

Child Support (Waiver)

Child support, which is the responsibility of the child's father, is a right reserved for the child, and the custodian may not waive it based on the grounds that the custodian does not have such right, and therefore many not waive it.

Child Support (Estimation)

The estimation of child support and the financial capacity of the spender (whether able or not) is within the discretionary authority of the Court, provided that the Court shall consider the capacity of the spender and the conditions of the beneficiary (in time and place).

Challenge No. 122/2011 Sharia Court, Session dated Saturday, 25/02/2012

Principle No. (13) - Judicial year (12)

Alimony (Request - Reduction - Increase)

Alimony cases, including requests, reduction or increase, are deemed renewable claims that may be considered whenever a new matter arises.

(Challenge No. 44/2018 - Session dated 16/12/2018)

Principle No. (13) - Judicial year (19)

Maintenance

The spender (the principle is lack of financial capacity).

The principle in consideration of the financial capacity of the spender is the lack thereof until otherwise established by all means of proof. Simply appointing an attorney is not evidence of the spender's wealth.

(Challenge No. 155/2012, Supreme Court - Sharia Department, Session dated Saturday, 16/02/2013)

Principle No. (9) - Judicial year (13-14)

Maintenance (Conditions - Children)

One of the conditions for a father's obligation to pay child support is his solvency. If the father is insolvent, he may not, according to Sharia, take anything from their money without their consent.

Challenge No. 137/2019, Session dated Sunday, 17/11/2019

Principle No. (7) - Judicial year (20)

Waiting Period Maintenance (Entitlement - Type of Divorce - Cause)

A divorced woman is entitled to a waiting period maintenance, regardless of the type of divorce, on the grounds of the generality of Article (52) of the Personal Status Law. The Article does not

differentiate between a revocable divorce and an irrevocable divorce, but rather is general. Also, due to the husband being the cause of separation, the retention of the divorced woman due to the waiting period. Therefore, maintenance is due against the retention.

Challenge No. 345/2019 - Session dated Sunday, 17/05/2020

Principle No. (22) - Judicial year (20)

Personal Status (Enjoyment Maintenance - Estimation of Maintenance)

Depriving a woman during the waiting period from enjoyment (conciliatory/ Muta'ah) maintenance due to disobedience has no legal or Sharia basis.

Estimating maintenance is within the discretionary authority of the trial court, provided that the financial capacity of the spender and the needs of the beneficiary are investigated and examined.

Challenge No. 98/2017, Sharia Court, Session dated Sunday, 29/10/2017

Principle No. (11) - Judicial year (17 - 18)

Personal Status (Waiting period Maintenance)

A divorced woman is entitled to a waiting period maintenance, regardless of the type of divorce, on the grounds of the generality of Article (53) of the Personal Status Law

Challenge No. 232/2017 - Sharia Court - Session dated Sunday, 20/05/2018

Principle No. (26) - Judicial year (17-18)

Maintenance (divorcee – enjoyment) | Maintenance (Lapse – Statute of limitation)

A divorced woman shall not be entitled to enjoyment Alimony if the divorce was at her request, as the principle in enjoyment alimony is that it is paid as compensation for the wife upon the occurrence of divorce without her request or desire.

The Law does not provide for a statute of limitation for the alimony claim, as a statute of limitation does not apply to such right, regardless of the elapsed period, according to Article (68) of the Personal Status Law. However, the judge may only charge alimony for six months upon of the judicial claim.

(Challenge No. 75/2018 - Session dated 06/01/2019)

Principle No. (15) - Judicial Year (19)

Alimony (Estimation - Spender - Dispute)

The alimony estimate shall be appropriate, consistent, and corresponding to all the case's details, including consideration of the spender's income. The court shall address the relevant authorities to provide information on the spender's financial situation if the spender disputes the amount of his income.

(Challenge No. 2/2018 - Session dated 07/10/2018)

Principle No. (2) - Judicial year (19)

Competence “Essential Condition” | Competence “Is Considered in Men and not Women” | Competence “Disabled Man in a Wheelchair”

Competence is deemed an essential condition in marriage, based on the opinion of the majority of scholars. Competence is taken into account in a man upon the marriage engagement, not vice versa, on the grounds that a disabled man in a wheelchair is not suitable for a healthy woman.

Case No. 96/2015, Sharia Court (Obstruction of Marriage Cases), Session dated Sunday, 20/12/2015

Principle No. (7) - Judicial year (15-16)

Competency: "Misrepresentation of Employment"

Misrepresentation through statement of a job that is not the suitor's actual job to the guardian and before the court constitutes a ground for disqualification, resulting in the dismissal of the Marriage Request Case.

Case No. 95/2015, Sharia Court (Obstruction of Marriage Cases), Supreme Court - Session dated Sunday, 27/12/2015

Principle No. (8) - Judicial year (15-16)

Competency

A request from a judge to marry a person who is at least 18 years of age upon the guardian's refusal shall result in dismissal if the person fails to establish competency, on the grounds and with the aim to preserve the objectives of marriage and adhering to customs and traditions.

Case No. 23/2010, Sharia Court (Obstruction of Marriage Cases), Session dated Saturday, 02/10/2010

Principle No. (1) - Judicial year (11)

Guardianship

Guardianship is a right of the Agnate-Paternal kinsman (A'aseb), according to the order of inheritance.

Case No. 23/2010, Sharia Court (Obstruction of Marriage Cases), Session dated Saturday, 02/10/2010

Principle No. (1) - Judicial year (11)

Guardianship for Marriage: Agnate-Paternal Kinsman Guardian (Right to Consent to Marriage)

Guardianship to approve marriage is a right of guardians, a right granted to agnate-paternal kinsman guardian by Sharia according to the order of inheritance.

(Challenge No. 118/2013, Supreme Court - Sharia Department, Session dated Saturday, 05/01/2014)

Principle No. (10) - Judicial year (13 - 14)

Obstruction of Marriage (Absence - Proof)

The failure of a woman's guardian to appear in a case of obstruction upon being legally notified (as established) and the lack of a reasonable justification for the absence is deemed proof of obstruction.

(Case No. 101/2018 - Session dated 21/10/2018)

Principle No. (25) - Judicial year (19)

Obstruction (Proof)

The failure of a woman's guardian to present a legal impediment to the marriage is deemed proof of obstruction.

(Case No. 99/2018 - Session dated 11/2018)

Principle No. (26) - Judicial year (19)

Marriage Request "Required Permission from the Ministry of Interior."

A woman applying to marry a non-Omani citizen is required to obtain permission from the Ministry of Interior. The absence of permission results in the dismissal of the marriage request.

Case No. 28/2016, Sharia Court (Obstruction of Marriage Cases), Supreme Court - Session dated Sunday, 08/05/2016

Principle No. (15) - Judicial year (15-16)

Appointment of Two Arbiters (Guidance to the Court)

The appointment of two arbiters is deemed an advisory matter to the court and not binding. Accordingly, the court will not be held accountable if it fails to appoint two arbiters, as long as the court was able to conclude the grounds for the discord through other means, even if it issues a divorce ruling.

(Challenge No. 122/2012, Supreme Court - Sharia Department, Session dated Saturday, 15/12/2012)

Principle No. (8) - Judicial year (13-14)

Custody

Custody is the care and protection of the child, and falls within the discretionary authority of the trial judge. The principle in granting custody is the interest of the Child under Custody.

Challenge No. 5/2010, Sharia Court, Session dated Saturday, 15/01/2011

Principle No. (8) - Judicial year (11)

Custody (Grandmother - Visitation)

If the mother is absent, the grandmother assumes the status of the mother and acts in her place. The grandmother is entitled to accompany the child during visitation, in accordance with Article (137/A) of the Personal Status Law.

Challenge No. 291/2019, Session dated Sunday, 14/06/2020

Principle No. (23) - Judicial year (20)

Custody of the Minor (The Interest of the Child under Custody - The Wife's Disobedience).

It is not permissible to rule to revoke custody of the child in order to force the wife to return to the marital domicile. Custody is based on the child's best interests, regardless of the dispute between the spouses. Therefore, the wife's right to custody remains valid, even if the wife is disobedient, as long as the child's best interests require it.

Challenge No. 273/2016, Sharia Court, Session dated Sunday, 18/06/2017

Principle No. (9) - Judicial year (17 - 18)

Custody (Distance between the child under custody and their guardian – Revocation)

The distance between the child and their guardian due to the custodial mother moving to another area is not a valid reason to revoke custody from the mother, as long as such area is within the country.

(Challenge No. 163/2018 - Session dated 16/12/2018)

Principle No. (12) - Judicial year (19)

Custody (Marriage - Revocation)

The mother's marriage to a foreign man is not sufficient grounds to revoke her right to custody.

(Challenge No. 329/2018 - Session dated 05/05/2019)

Principle No. (24) - Judicial year (19)

Custody "Passport of the Child Under Custody." The Custodian's Right to Possession of the Passport".

The child's passport shall be in the possession of the custodian, given their need for it as it serves the best interests of the child.

Challenge No. 161/2014, Supreme Court - Sharia Department, Session dated Sunday, 26/04/2015

Principle No. (4) - Judicial year (15-16)

Custody (Passport - Birth Certificate - Guardianship)

A passport is a requirement for guardianship, which is deemed for the care of the child under custody and serves its best interests. A birth certificate shall not be deemed a substitute for the passport. Accordingly, the guardian shall issue a passport for their child under custody.

(Challenge No. 226/2018 – Session dated 10/03/2019)

Principle No. (19) - Judicial year (19)

Custody (Passport)

The child's passport shall remain in the possession of the father if the custodian is a foreigner to avoid the child's traveling outside the country.

Challenge No. 91/2019, Session dated Sunday, 03/11/2019

Principle No. (4) - Judicial Year (20)

Custody (Child's Documents)

The child's official documents shall remain in the possession of the custodian if she is an Omani national, as it is improbable that the custodian would travel with the child outside the country unless the custodian mother is a non-Omani national.

Challenge No. 85/2019, Session dated Sunday, 08/12/2019

Principle No. (10) - Judicial year (20)

Personal Status (Child's Passport)

The principle in the possession of the child's passport is that it shall remain with the custodian, as it is a document establishing the child’s identity. Maintaining the passport with the guardian shall be deemed an exception to be granted if there is a concern that the custodian may travel with the child outside the country without the guardian's consent.

Challenge No. 4/2017, Sharia Court, Session dated Sunday, 18/02/2018

Principle No. (19) - Judicial year (17 - 18)

Custody (Revocation - Conditions)

The interests of the child under custody take precedence over the mother's husband's right to deny custody of her children from another man, even if such condition was stated before their marriage, as long as the child has no custodian other than his mother. Preventing harm takes precedence over achieving benefit, as stipulated by Article (58/B) of the Personal Status Law.

Challenge No. 1/2016, Sharia Court, Session dated Saturday, 16/10/2016

Principle No. (140) - Judicial year (17-18)

Custody (Waiver)

Any reconciliation or waiver by the custodian is without value if it conflicts with the interests of the child under custody, on the grounds that the interests of the child under custody take precedence over the interests of the custodian.

Challenge No. 108/2011 Sharia Court, Session dated Saturday, 28/01/2012

Principle No. (10) - Judicial year (12)

Custody (Trust)

The wife's admission of adultery renders her untrustworthy in the custody of the children and ineligible for custody.

If the husband accepts a woman who is untrustworthy, Sharia law does not permit her to be the custodian of the child if her untrustworthiness is established.

(Challenge No. 91/2018 - Session dated 28/10/2018)

Principle No. (10) - Judicial year (19)

Custody (Absence - Entitlement - Custody)

The custodian's frequent absence from the children is evidence of a breach of trust. Therefore, there is no justification for the custodian’s entitlement to custody of both daughters, for fear of irreparable damages, especially as they are adults and are entitled to preservation. Accordingly, this court rules to revoke the custody.

Challenge No. 267/2019, Session dated Sunday, 14/06/2020

Principle No. (26) - Judicial year (20)

Visiting the Child under Custody (Relatives)

The right of relatives with respect to the child under custody is limited to visitation and does not include hosting the child under custody. Based on Paragraph (A) of Article (137) of the Personal Status Law, on the grounds that the interests of the child under custody take precedence over the rights of relatives.

Challenge No. 62/2011, Sharia Court, Session dated Saturday, 29/10/2011

Principle No. (3) - Judicial year (12)

Custody "Criterion" Possibility to Rule to Granting Custody of Some Children and Not Others.

Custody is based on one criterion: the preservation of the child, their proper upbringing, and the care of their affairs. If such interests are achieved, a ruling shall be issued to this effect. Accordingly, the Court may grant the mother the custody of some children and grant the father the custody of others, according to the child's best interests.

Challenge No. 172/2015, Sharia Court, Session dated Sunday, 27/03/2016

Principle No. (11) - Judicial year (15 - 16)

Custody (Best Interest of the Child - Revocation - Alimony – Estimation)

The mother's employment as a doctor does not conflict with the requirements of custody and, therefore, does not forfeit her custody of her children.

Alimony shall be estimated based on the economic situation of the country in which the child resides, not the country in which the spender resides, as stipulated in Article (45) of the Personal Status Law.

Challenge No. 216/2016, Sharia Court, Session dated Sunday, 09/04/2017

Principle No. (7) - Judicial year (17-18)

Personal Status (Revocation of Custody)

The child's poor educational grades, engaging in deviant acts, going out with foreign men, or displaying inappropriate behavior are evidence of the custodian's unsuitability for custody and require a ruling to revoke custody.

Challenge No. 237/2017, Sharia Court, Session dated Sunday, 04/02/2018
Principle No. (21) - Judicial year (17-18)

Custody (Best Interests of the Child)

The child's interest takes precedence over the parents' interest; Accordingly, the mother shall be granted custody, even if it goes against her wishes.

Challenge No. 157/2018, Session dated Sunday, 03/11/2019
Principle No. (2) - Judicial year (20)

Custody (Interest - Age of the Child)

Determining the child's interest falls under the court's discretionary authority, even if the child has reached the age where the child is no longer under custody, on the grounds that the purpose of custody is to achieve the best interests of the child.

(Challenge No. 147/2018 – Session dated 04/11/2018)

Principle No. (11) – Judicial year (19)

Visitation (Duration – Interest of the Child)

Determining the duration of visitation and overnight stays is based on the consideration of the child's best interests and falls under the court's discretionary authority.

(Challenge No. 226/2018 – Session dated 10/03/2019)

Principle No. (19) – Judicial year (19)

Visitation (Judgment – Execution)

The judgment issued for visitation does not permit the use of coercive force to enable the person entitled to visitation, and it is not legally admissible under Sharia or law, as coercive force has a negative psychological impact on the child under custody.

(Challenge No. 12/2018, Session dated 10/02/2019)

Principle No. (18) - Judicial year (19)

Judicial Divorce (Suspended Until the Judgment Becomes Final)

A judicial divorce that is contingent upon the judgment becoming final shall not be valid prior to the issuance of the final judgment. Spouses may reconcile prior to the issuance of such final judgment, and their cohabitation is permissible and negates the occurrence of a divorce.

(Challenge No. 34/2013, Supreme Court - Sharia Department, Session dated Saturday, 08/06/2014)

Principle No. (13) - Judicial year (13 - 14)

At-Fault Divorce "Contingent Upon the Judgment Becoming Final."

A judicial divorce that is contingent upon the judgment becoming final shall be valid upon the issuance of the ruling by the Supreme Court. Accordingly, the divorced woman shall no longer be bound by

marriage, and the waiting period commences from the date of the issuance of the final judgment by the Supreme Court.

Challenge No. 112/2014, Supreme Court - Sharia Department,
Session dated Sunday, 08/02/2015

Principle No. (2) - Judicial year (15-16)

Divorce "for Discord and Fault" | Compensation "by the Wife to the Husband"

It is permissible to issue a ruling to a divorce due to discord and fault. In such case, the woman and her guardian shall pay compensation to the husband for the money he granted her. This shall not be deemed divorce by abdication.

Challenge No. 146/2014, Supreme Court - Sharia Department,
Session dated Sunday, 31/05/ 2015

Principle No. (6) - Judicial year (15-16)

Injunction on a Petition: "Its Nature - Objection thereto before the Court of Appeal and the Supreme Court - Its application to the establishment of divorce."

Injunction on petition does not address the establishment of a divorce, and Failure to do so is contrary to public order and leads to nullity, as established by the following Appeal.

Challenge No. 157/2015, Supreme Court - Sharia Department -
Session dated Sunday, 05/06/2016

Principle No. (16) - Judicial year (15-16)

Female Custodian "Her Right to Housing." Divorced Woman "End of Waiting Period."

Upon the end of the waiting period, a divorced woman shall not be entitled to housing or maintenance. Rather, maintenance and housing are for children under the custody. If she has custody of the children, she shall be included in the housing and maintenance with them.

Challenge No. 135/2014, Supreme Court - Sharia Department, Session dated Sunday, 10/05/2015

Principle No. (5) - Judicial year (15-16)

Illness in Marriage (Mental Disorder)

The woman's consent to the husband (does not result in forfeiture of her right to seek divorce due to illness of the husband).

Illness in marriage, whether suffered by the husband before or after the conclusion of the marriage contract, entitles the wife to be granted a divorce if it affects/ harms her and there is no hope of recovery therefrom, even after one year. The woman's initial consent to the husband, even with the existence of the illness, does not result in forfeiture of her right to file for at-fault divorce. A woman may not request at-fault divorce due to the husband’s illness/ defect immediately upon discovering the illness.

(Challenge No. 83/2012, Supreme Court - Sharia Department, Session dated Saturday, 24/11/2012)
Principle No. (5) - Judicial year (13 - 14)

Personal Status (Discord)

Filing multiple cases and frequent appearances before courts are evidence of discord.

Challenge No. 58/2017, Sharia Court, Session dated Sunday, 11/02/2018
Principle No. (20) - Judicial year (17-18)

Divorce (Discord) | Compensation (Return - Dowry) | Alimony (During Waiting Period - Irrevocable Divorce)

The court may order a divorced wife to return the dowry she received to her husband, provided that it is established that the discord, or a substantial part thereof, was her fault.

Challenge No. 73/2016, Sharia Court, Session dated Sunday, 22/01/2017

Principle No. (4) - Judicial year (17-18)

Divorce (Marriage to Another Woman)

Marital disputes arising from a man's marriage to another woman are normal and solely do not constitute grounds for divorce.

Challenge No. 88/2019, Session dated Sunday, 17/11/2019

Principle No. (5) - Judicial year (20)

Compensation (Divorce - Husband's Failure to Attend the Wedding Ceremony – Unawareness of the Divorce)

A wife divorced before the consummation of marriage shall be entitled to compensation for her husband's failure to attend the scheduled wedding ceremony, provided that it is established that the wife was unaware of the divorce.

Challenge No. 209/2016, Session dated Sunday, 26/03/2017

Principle No. (6) - Judicial year (17-18)

Personal Status (Marriage)

A woman's marriage without her guardian's permission entitles the nullification of the marriage contract.

Challenge No. 217/2017, Sharia Court, Session dated Sunday, 08/04/2018

Principle No. (24) - Judicial year (17-18)

Enjoyment Alimony "The obligation to consider the condition of the beneficiaries/ recipients of maintenance" | At-Fault divorce

Consuming and abusing alcoholic beverages are grounds for divorce due to the harm that befalls the wife. Enjoyment Alimony is granted to divorced women, as stipulated in the Holy Quran, and therefore, a ruling issued to this effect may not be quashed. Alimony takes into account the expenses of the recipients as well as the financial capacity of the spender.

Challenge No. 125/2015, Supreme Court - Sharia Department, Session dated Sunday, 10/04/2016

Principle No. (13) - Judicial year (15-16)

Lineage (Proof)

The spouses' disagreement over a verification of lineage, with the husband claiming that the pregnancy duration was less than six months and the wife claiming that the birth occurred after six months. The principle in the verification of lineage cases is that the child is legitimate, as the paternity of the child goes to the (marital) bed. The principle is based on the existence of a valid marriage contract and mainly considers the preservation of the child's legitimate rights.

Challenge No. 115/2011, Sharia Court, Session dated Saturday, 11/02/2012

Principle No. (11) - Judicial year (12)

Verification of Lineage Cases "Jurisdiction of the Sharia Court"

Verification of Lineage Cases falls under the jurisdiction of Sharia courts as stipulated in Article (41) of Civil Status Law No. (66/96).

(Challenge No. 13/2012, Supreme Court - Sharia Department, Session dated Saturday, 20/10/2012)

Principle No. (1) - Judicial year (13 - 14)

Lineage "The Minimum Period of Gestation"

The first instance ruling may not be quashed if it is consistent with the evidence. Accordingly, the ruling issued on the illegitimacy of a child born less than six months after marriage may not be quashed, especially as this opinion is the most agreeable.

(Challenge No. 100/2012, Supreme Court - Sharia Department, Session dated Saturday, 20/10/2012)

Principle No. (2) - Judicial year (13 - 14)

Lineage "The Maximum Period of Gestation"

Two years from the date of divorce between the spouses.

(Challenge No. 116/2012, Supreme Court - Sharia Department, Session dated Saturday, 08/12/2012)

Principle No. (7) - Judicial year (13 - 14)

"Reconciliation"

“Reconciliation" and its invalidation. Provided that the location is known." Civil Transactions Law "Application of Articles 117, 127, and 505 thereof." Receipt of a land request "Receipt of a reconciliation."

Reconciliation is deemed a contract, and the provisions of the contract most similar thereto shall apply in terms of its validity and

consequences. Accordingly, it requires the existence of the factors of contracts: consent, location, and cause. It is required for the location to be clearly identified in a manner that constitutes/ achieves due diligence knowledge, in accordance with Article (117) of the Civil Transactions Law. Receiving a land request does not establish due diligence knowledge of the plot, nor does it serve as a title deed for the Appellant. Therefore, reconciliation therein is invalid.

Challenge No. 27/2015, Sharia Court Division, Session dated Sunday, 28/02/2016

Principle No.: (9) - Judicial year (15 - 16)

Endowment (Waqf) (Sale of Endowment Property)

Waqf property may not be sold through bargaining; it may only be sold at public auction, failure to do so renders the sale invalid.

Challenge No. 55/2017 Sharia Court - Session dated Sunday, 24/12/2017

Principle No. (16) - Judicial year (17 - 18)

Capacity (Mosque Endowments)

Capacity in mosque endowment cases shall be vested in every Muslim, as the maintenance of mosques is a legitimate public interest recognized by law.

(Challenge No. 303/2018 - Session dated 28/04/2019)

Principle No. (23) - Judicial year (19)

Endowment (Waqf) "Public - Private - Jurisdiction." | Land Law "Application of Article 10." | Endowments Law "Application of Article (4)."

Article (10) of the Land Law stipulates that any dispute arising between the Ministry of Endowments and Religious Affairs and the Ministry of Land Affairs and Municipalities regarding the validity or registration of the endowment shall be referred to the Council of Ministers for final, non-appealable resolution. The aforementioned Article applies to public endowments and does not apply to private endowments, which fall within the jurisdiction of Sharia courts for adjudication according to Article (4) of the Endowments Law.

Challenge No. 24/2016, Supreme Court - Sharia Department, Session dated Wednesday, 29/06/2016

Principle No. (18) - Judicial year (15 - 16)

Guardian (Oversight over a Minor)

The guardian may not claim compensation for harm caused by the minor to himself on the grounds that the guardian is responsible for the oversight over his minor child. Accordingly, a guardian's failure to oversee the minor is a default/ error on the guardian’s part, and the guardian is required to establish otherwise. For example.

Challenge No. 796/2011, Civil Court (B), Session dated Saturday, 25/02/2012

Principle No.: (63) - Judicial year (12)

Alimony. Grounds for forfeiture

Alimony may only be forfeited for one of the four reasons stated in Article (54) of the Personal Status Law.

Challenge No. 10/2010, Sharia Court, Session dated Saturday, 16/10/2010

Principle No. (2) - Judicial year (11)

Return of the Wife After Divorce (Wife's Knowledge)

The wife's knowledge of the return is not required if the husband establishes the return of the wife after divorce.

Challenge No. 335/2019, Session dated Sunday, 14/06/2020

Principle No. (24) - Judicial year (20)

Ruling (Form of the Case - Merit of the Case - Legal Impediment)

The issuance of a ruling by a judge in form does not constitute a legal impediment to reconsidering in merit, as long as no ruling was previously issued in merit.

Challenge No. 283/2019, Session dated Sunday, 17/05/2020

Principle No.: (20) - Judicial year (20)

Civil
Department

Dowry

A husband’s divorce after consummation of marriage, claiming the return of the dowry and marriage expenses solely due to accusing the wife of adultery without providing evidence establishing that she committed an act that warrants the return of the dowry, and shall be dismissed.

Challenge No. 745/2010, Civil Department (A), Session dated Sunday, 09/10/2011

Principle No. (21) - Judicial year (12)

Guardianship of Property

The father shall be entitled to guardianship of property. Accordingly, the father's capacity to intervene in the interest of his minor children is not dependent on the mother's permission, even if such property was donated by the mother.

Challenge No. 218/2011, Civil Department (A), Session dated Sunday 30/10/2011

Principle No. (24) - Judicial year (12)

Insurance (Special Law)

While the general rule, as stipulated in Article (185) of the Civil Transactions Law, stipulates that a claim for compensation arising from a harmful act is subject of statute of limitation of five years from the day the affected party learned of the harm and the party responsible therefor, and in all cases, is subject to statute of limitation of fifteen years from the day the harmful act occurred, Article (735) of the same law stipulates that: "The provisions of insurance shall be governed by special laws."

Statute of Limitations (Claim - Liability - Insurance - Article 16)

Article 16/A of the aforementioned Motor Vehicles Insurance Law includes a special provision, explicit and clear in its meaning, and conclusive in its intended meaning, namely, that claims arising from the application of the Motor Vehicles Insurance Law shall not be heard after two years from the date of the incident for which the claim was filed. It is, therefore, invalid to state that the provisions of Article (16) referred to do not apply to direct claims. Furthermore, the law equates direct claims with those arising from insurance contracts. Accordingly, the general rule is that all claims stated in dual limitation, claims raised by the injured party, or the claims raised by insurer shall not be heard.

Challenge No. 1076/2015 - Session dated Wednesday 07/06/2017

Principle No. (1) - Judicial year (19)

Attorney's fees as specified in the contract shall be binding on both parties, provided that it is not exaggerated

Regarding the Appellant's objection to the appealed ruling, it is valid, as there is a contract between both parties regarding the attorney's fees and their amount. The contract is binding on both parties, especially as the amount of such fees does not appear to be exaggerated or excessive in relation to the claim. Accordingly, the application/ enforcement of the agreement between both parties takes precedence in this case.

(Challenge No. 464/2011, Civil Department (A), Session dated Sunday, 06/05/2012)

Principle No. (42) - Judicial year (12)

Compulsory Insurance - Attorney's Fees

Attorney's fees fall under the court's discretionary authority, where the court assesses the fees based on the effort expended in the case,

regardless of the fees agreed upon between the parties in the insurance policy.

(Challenge No. 836/2013, Supreme Court - Civil Department (B), Sunday, 29/12/2013)

Principle No. (84) - Judicial year (13 - 14)

Law Regulating the Legal Profession - Articles (9 – 48 - 49)

If a dispute arises between an attorney and his client regarding fees, either party may resort to the Lawyers Committee, i.e. the parties may also resort directly to the court. The attorney may be given a percentage of the money as fees. However, fees may not be paid in kind.

(Challenge No. 950/2012, Supreme Court - Civil Department (A), Session dated Monday, 18/02/2013)

Principle No. (35) - Judicial year (13 - 14)

Acknowledgment - Waiver - Condition - Insurance

The acknowledgment attributed to the Appellant before the Police Station, Nizwa Department, which states that the Appellant does not wish to file a claim against the person who caused the accident, i.e. the driver of the vehicle that caused the accident, and not the insurance company being contested. Furthermore, the waiver was made in ignorance. The appealed judgment relied on the Appellant's aforementioned acknowledgment of his waiver of the claim for compensation from the contested insurance company. Therefore, the appealed ruling is rendered marred by invalidity of evidencing, as such acknowledgment prevented the ruling from examining the factors of civil liability and the extent of the Appellant's entitlement to the compensation from the insurance company.

(Challenge No. 419/2013, Supreme Court - Civil Department (B), Session dated Sunday, 29/12/2013)

Principle No. (83) - Judicial year (13 - 14)

Proof (Burden of Proof)

The burden of establishing the facts in a case falls on the litigants. The court has the authority to understand and adapt the facts, and apply the rule of law thereto. Accordingly, it is not permissible to dispute the facts concluded by the court.

Challenge No. 687/2011, Supreme Court - Civil Department (B), Session dated Saturday, 10/03/2012

Principle No. (66) - Judicial year (12)

Proof (Presumptions - Inference)

It is established in Sharia principles that inferences are conclusions drawn by Sharia law, statutory law, or judicial discretion from a known fact to infer an unknown fact. One of the principles of Islamic jurisprudence is to accept the statement of someone whose circumstances indicate/ support its truthfulness, whether such statement is substantial or insubstantial.

Challenge No. 66/2017 Supreme Court - Civil Department, Session dated Monday, 19/06/2017

Principle No. (58) - Judicial year (17 - 18)

Proof - Suppletory oath (Request - Conditions)

The court may, at any stage of the case, request the suppletory oath in the form it deems applicable to the dispute.

Challenge No. 655/2017 Supreme Court - Civil Department, Session dated Sunday, 12/11/2017

Principle No. (101) - Judicial year (17 - 18)

Proof (Burden of Proof - Lessee - Trustee)

The lessee of a vehicle reported stolen shall not be required to bear the burden of proof of safeguarding the vehicle, as the lessee is deemed a trustee.

(Challenge No. 329/2018/A - Session dated 08/10/2018)

Principle No. (2) - Judicial year (19)

Proof (Plaintiff - Defendant)

If a person claims ownership through purchase, barter, a similar type of purchase, or through the settlement of a debt, dowry, indemnity, rent, or other similar means that constitute compensation, while another person claims ownership through a grant, charity, similar types of grants, inheritance, or other means that do not constitute compensation, the claimant shall be the person alleging ownership through compensation.

(Appeal 1345/2018/A - Session dated April 8, 2019)

Principle No. (36) - Judicial year (19)

Determination of Facts (Claim - Judge's Participation - Permissibility - substantive case)

A determination of fact claim is not a substantive claim that could affect the course of justice. Rather, it is a statement of an existing fact that neither establishes nor negates a right. The law in this regard intends to prevent the judge who previously heard the merits of the case from participating to avoid forming an opinion that could affect the course of justice.

Challenges No. 79 and 136/2019 (A) Session dated Monday, 14/10/2019.

Principle No. (4) - Judicial year (20)

Expert (Report - Discussion)

The judgment's failure to discuss the parties' substantial objections to the expert's report constitutes grounds for annulment, as such objections must be discussed, or another expert must be appointed if the initial report is inconclusive in the dispute.

(Challenge No. 63/2018/A - Session dated 08/10/2018)

Principle No. (1) - Judicial year (19)

Expert (Medical Error - Proof - Higher Medical Committee)

Proof of medical error can only be established through a report issued by the Higher Medical Errors Committee. If the committee decides that there was no medical error and the judgment proceeds to establish/ confirm the error, the judgment shall be subject to annulment.

(Challenge No. 616/2018/A - Session dated 07/01/2019)

Principle No. (26) - Judicial year (19)

Testimony of a Single Man

To estimate the compensation value for a camel, the court shall refer to experts. Relying on the letter of the sheikh of the region, approved by His Excellency the Governor, in the estimation shall result in quashing the judgment, on the grounds that the testimony of a single man does not establish rights.

Challenge No. 23/2010, Civil Department (C), Session dated Saturday, 26/06/2010

Principle No. (49) - Judicial year (11)

Image (Publishing – Permissiblity - Compensation - Estimation)

Proof that the Appellant committed an error, namely, publishing and promoting a photo of the Respondent without obtaining his permission or consent, which constitutes a violation of one of his fundamental personal rights, namely the right to protect one's image. Such violation resulted in direct harm to the Respondent as a result of the violation of the privacy rights, especially since the Respondent lives in a conservative community.

The court reissued a ruling to reduce the amount awarded to an amount proportionate to the actual damage suffered by the Respondent, which the court estimated to be ...

(Challenge No. 601/2018/C - Session dated 24/12/2018)

Principle No. (17) - Judicial year (19)

Simulation (Types - Definitions - Differences - Proof - Effects)

There are two types of simulation: Simulation absolute, which addresses the existence of the act itself and does not conceal another act. If true, it would render the contract invalid in reality. Proportional simulation (by concealment), which addresses the type of the act, not its existence. Plea for proportional simulation aims to enforce the effects of the concealed real contract without the effects of the apparent contract. Therefore, they differ fundamentally and in principle.

Simulation in a contract presumes a false appearance, with an outward intention that differs from the true intentions of both parties. It is legally established that a simulated contract between contracting parties can only be established in writing, although the legislator has permitted proof by witness in cases where it should have been established in writing. Such principle is reinforced by witnesses and evidence, which serves as a full substitute for written evidence. In principle, to establish a written proof, a written document must be issued by the person against whom the evidence is to be established or by their legal

representative. Such a document must prove that the alleged act is likely.

(Appeal 889/2018/A - Session dated 26/02/2019)
Principle No. (7) - Judicial year (19)

Simulation (Evidence - defeasance)

The plea of simulation of a contract remained unsubstantiated and was rejected as the case documents lacked a defeasance and of any evidence or proof of simulation, especially as the sales contract fulfilled all its legal requirements, including payment of the full price, as stipulated in Clause 4 of the contract, which the Appellant did not deny.

Challenge No. 775/2019 (C), Session dated Monday, 20/01/2020
Principle No. (23) - Judicial year (20)

(Assessment [Ihtisab] - its permissibility in disputes over springs (springs) and endowments).

Capacity shall not be required as long as the dispute is in the public interest and the defense of springs and endowments, where assessment is permissible.

(Challenge No. 86/2012, Supreme Court - Civil Department (C),
Session dated Sunday, 30/12/2012)

Principle No. (95) - Judicial year (13 - 14)

Springs (Innovation - Cultivation - Harm)

Any expamsion in the area irrigated by a spring (falaj), or tampering therewith, resulting in an increase in its usual share of water, negatively impacts the share of funds irrigated thereafter, including endowments, mosque funds, and funds of dependent people, which is impermissible under any circumstances. Accordingly, the court shall prohibit such expansion or tampering.

Challenge No. 195/2018/A - Session dated 04/02/2019

Principle No. (33) - Judicial year (19)

Spring (Upper Springs - Use - Conditions)

Owners of the upper spring may not construct their spring in a manner that prevents the flow of water to other lower springs, as such action would harm the lower springs. Furthermore, cutting off water to the lower springs and causing harm to their inhabitants is also impermissible under Islamic Sharia.

Challenge No. 1011/2017, Civil Court – Session dated Monday, 23/04/2018

Principle No. (80) - Judicial year (13 - 14)

Springs (Pumping - Prevention)

It is prohibited to draw water from springs using pumps, even if one draws from one's own water supply, with the exception of the collection of the water in a basin and then pumping water from such basin.

Challenge No. 555/2016 Supreme Court - Civil Department, Session dated Monday, 14/11/2016

Principle No. (34) - Judicial year (17 - 18)

Saplings (Plantation - Harm)

Plantation of saplings that would affect the spring shall be removed. Land ownership shall not be deemed grounds for such action, as long as there is harm that requires removal.

(Challenge No. 86/2012, Supreme Court - Civil Department (C), Session dated Sunday, 30/12/2012)

Principle No. (95) - Judicial year (13 - 14)

Spring (Boundaries - Demarcation - Harm)

The basis of the case is a dispute over the boundaries of the spring's prohibitions and its attachments. Whereas the spring is owned and the

attachments are annexed to the spring, the attachment are therefore owned (Affiliate should follow its origin and not be treated separately). Whereas the dispute over ownership falls under the jurisdiction of the regular courts, the issue of the extension falling outside the boundaries of the spring and the fact that it does not harm the spring shall be examined by the court in light of the customary practice of springs and their boundaries, as regulated by the Civil Code, other laws, and the decision of the Ministry of Housing.

Challenge No. 599/2019 (C), Session dated Monday, 14/09/2020

Principle No. (59) - Judicial year (20)

Res Judicata of a Criminal Judgment.

The criminal judgment acquitted the accused of the charge of embezzlement and referred the civil aspect to the civil court. Accordingly, it is impermissible to invoke res judicata; failing to do so is deemed grounds for annulment of the judgment.

Challenge No. 207/2010, Civil Court (C), Session dated Sunday, 12/12/2010

Principle No.: (54) - Judicial year (11)

Res Judicata (Criminal Judgment over Civil Judgment)

The final judgments in the case shall exclude the decisions issued by the investigating authorities.

(Challenge No. 32/2012, Supreme Court - Civil Department (B), Session dated Sunday, 19/06/2013)

Principle No. (75) - Judicial year (13 - 14)

Res judicata (Distinction - Res judicata - Force of Res judicata)

A distinction shall be made between res judicata and the force of res judicata. Res judicata means that the ruling is binding between its

parties and with respect to the right itself, with respect to both subject and cause, rendering the ruling irrefutable proof that cannot be challenged except by one of the means of appeal accepted by the ruling. Such force shall remain until removed by appeal if it is of first instance, by its quashing by the Supreme Court if it is final, or by acceptance of a petition for reconsideration. However, the force of res judicata is derived from its relation to the judiciary, which is a status achieved by the ruling becoming final without the possibility of appeal by any of the extraordinary means.

Challenge No. 1002/2019 (C), Session dated Monday, 10/02/2020

Principle No. (27) - Judicial year (20)

Motion in Arrest of Execution

A motion in arrest of execution is not a form of appeal. The fact that the judge heard the case does not prevent them from hearing the motion in arrest of execution during execution, on the grounds that motion in arrest of execution is a means of disputing the execution procedure itself, without addressing the underlying right established by the judgment against which the motion was filed.

Challenge No. 78/2010, Civil Court (B), Session dated Sunday, 13/06/2010

Principle No. (30) - Judicial year (11)

Motion in Arrest of Execution "Scope"

Motion in arrest of execution is a means of disputing the execution procedure itself without addressing the underlying right established by the judgment against which the motion was filed. Accordingly, the convicted person may not base its motion in arrest of execution on matters prior to the issuance of such judgment, as such matters fall under the defenses in the case in which that judgment was issued.

Challenge No. 78/2010, Civil Court (B), Session dated Sunday, 13/06/2010

Principle No.: (30) - Judicial year (11)

Appeal (Information - Purpose)

The purpose of the information required by Article (219) of the Civil and Commercial Procedures Law in the Statement of Appeal, including a statement of the judgment, its date, the appealed judgment, and the grounds for appeal, is to identify the judgment and determine the court of appeal that has jurisdiction over the dispute, leaving no room for doubt regarding the judgment subject to appeal. The absence of a statement of the date of the judgment in the Statement of Appeal does not render the Statement of Appeal invalid, as long as the other information contained in the Statement of Appeal achieves the required purpose regarding the determination of the judgment without ambiguity or doubt.

Challenge No. 747/2019 (A) - Session dated Monday, 15/06/2020

Principle No. (49) - Judicial year (20)

Blood Money (Diyah) (Indemnity - Woman - Man - Estimate)

The blood money for a female victim is half that for a male victim, as stipulated in Royal Decree No. (118/2008). The assessment of wounds and injuries is based on the estimated blood money, as established in the rulings of this court, where the court ruled to estimate wounds and injuries for a female victim based on her blood money.

(Challenge No. 449/2019 (B) - Session dated Monday 05/07/2020)

Principle No. (17) - Judicial year (20)

Blood Money (Diyah) (Estimate - Woman - Man)

The appealed ruling stated that it is established jurisprudentially and judicially that half the blood money is due in the event of death. However, in the case of injuries and the estimated compensation, the legislator did not differentiate between men and women. This ruling contradicts the text and the established ruling of the Supreme Court,

based on Royal Decree No. 24/75, which stipulates that men and women each have their own blood money, while complete equality applies to compensation required for medical treatment, such as surgical operations, as men and women are equal in this regard.

Challenge No. 710/2019 (B) - Session dated Monday, 05/07/2020

Principle No. (19) - Judicial year (20)

Compensation (Facial Injuries)

It is established judicially that facial injuries are to be given double the compensation for the rest of the body, such as the head and other parts of the body. For example, if there is a fracture in the head or body, the compensation for the facial injuries shall be double. The fracture of the skull is entitled to twenty for the face, and displaced bones are entitled to thirty, and so on for the remaining injuries, whether large or small, each according to its assessment.

(Challenge No. 717/2013, Supreme Court - Civil Department (B) - Session dated Sunday, 29/12/2013)

Principle No. (81) - Judicial year (13 - 14)

Indemnity (Blood Money for Wounds Reaching Bone)

Bone fixation surgeries in the injured party's body are deemed a type of wound, namely a bone-revealing injury.

Stitches for bone-revealing injuries are estimated to be the length of the thumb's tip/ point (i.e., three centimeters).

One bone fixation surgery is calculated as three bone-revealing injury.

(Challenge No. 672/2012, Supreme Court - Civil Department (B), Session dated Saturday, 19/01/2013)

Principle No. (64) - Judicial year (13 - 14)

Blood Money (Blood Money for the Loss of the Tongue)

Awareness of the precise description of the organ and its effects - accurately describing the injury to understand the rules and provisions of blood money and indemnities applicable thereto.

(Challenge No. 1034/2012, Supreme Court - Civil Department (B), Session dated Saturday, 13/04/2013)

Principle No. (72) - Judicial year (13 - 14)

Blood Money for Organs (Loss of the Spleen)

Loss of the spleen requires full indemnity (blood money), as it is a separate organ with useful functions in the human body.

Open splenectomy to remove the spleen is estimated at one-third of the blood money.

(Challenge No. 880/2012, Supreme Court - Civil Department (B), Session dated Saturday, 23/03/2013)

Principle No.: (71) - Judicial year (13 - 14)

Blood Money (Women - Half - Men)

The blood money for a woman is half that for a man, pursuant to Royal Decree No. (24/1975), which stipulated the blood money for a woman is half that for a man. However, subsequent laws amended the amount of the blood money for a man without repealing the clause stating that the blood money for a woman is half that for a man.

Challenge No. 1150/2017 - Civil Court - Session dated Sunday 20/05/2018

Principle No.: (111) - Judicial year (17 - 18)

Harm (Compensation - Administrative Authorities - Jurisdiction)

The essence of the current case concerns a request to hold the administrative authorities liable for the compensation for the damages claimed by the Appellant as a result of the expropriation decree, namely the loss incurred due to the Appellant's inability to use the premises he constructed on the property. The Appellant's request entails challenging the compensation decision and considering the financial amounts decided to compensate for the damage, making the subject of the dispute concerning an administrative decision. Accordingly, the dispute falls outside the scope of the civil courts. The jurisdiction to adjudicate the dispute rests with the Administrative Court.

Challenge No. 712/2016 Civil Court, Session dated Monday, 29/05/2017 -

Principle No. (146) - Judicial year (17 - 18)

Harm (Deprivation of a Job - Dispute - Compensation)

The essence of the current case concerns the Respondent's claim for compensation for the harm he suffered as a result of being deprived of a job because of the Appellant's error. Whereas the subject of the dispute relates to a request for compensation for damages and does not concern an administrative dispute regarding a decision issued by the Appellant, jurisdiction to consider the current case rests with the ordinary courts.

Challenge No. 908/2016 Civil Court, Session dated Monday, 25/12/2017

Principle No. (150) - Judicial year (17 - 18)

Municipality – Expropriation - Jurisdiction - Administrative Court.

The portion of their land expropriated for the public interest was not substantiated. Furthermore, the discussion of the Ministry of Housing's

expropriation of the Respondents' land for services, as stated in the Supplementary Memorandum, falls outside the jurisdiction of the civil courts, as jurisdiction over such administrative matters rests with the Administrative Court.

(Challenge No. 846/2013, Supreme Court - Civil Department (C), Session dated Monday, 26/05/2014)

Principle No. (126) - Judicial year (13-14)

Jurisdiction (Local) - Litigation Involving a Branch (Validity)

The incident occurred in Ibri, and the Appellant has a branch in Ibri, which establishes jurisdiction for the Ibri Primary Court, pursuant to Article (51/2) of the Civil and Commercial Procedures Law.

Challenge No. 297/2015, Session dated Monday, 09/11/2015

Principle No. (38) - Judicial year (15 - 16)

Jurisdiction (Ratione Materiae - Plea - Maintain)

Whereas the plea of the court's lack of jurisdiction to hear the case was previously raised before the Primary Court and was then rejected by the Primary Court. Whereas the Appellant failed to appeal this part of the ruling, the relevant ruling becomes final. In this case, this argument may not be raised before the Supreme Court.

Challenge No. 1014/2017, Civil Court, Session dated Monday, 15/01/2018

Principle No. (70) - Judicial year (17 - 18)

Jurisdiction (Ratione Materiae - Administrative)

The cases filed against the Ministry of Housing requesting compensation for the remaining area that the Ministry failed to

compensate for during the division and planning of the land are matters that are subject to the jurisdiction of the Administrative Court, as the case is related to the same decision issued by the administrative authority determining the area subject to compensation.

Challenge No. 569/2018/A - Session dated 15/10/2018

Principle No. (12) - Judicial year (19)

Jurisdiction (Case Distribution – Circuits)

The distribution of cases among the various circuits of the ordinary judiciary is an internal organizational matter and not a distribution of jurisdiction. The determination of jurisdiction rests with the court, not with the circuit. Therefore, the penalty for failure to observe the distribution among the circuits shall not be ruling to lack of jurisdiction, as the circuits competent for a specific type of case in the Primary Court or the Court of Appeal exercise their subject-matter jurisdiction based on internal administrative regulations. Therefore, their rulings may not be challenged on the grounds of lack of subject-matter jurisdiction. Accordingly, faulting the contested ruling for being invalid due to its issuance from a civil circuit, despite the fact that the case is of a commercial nature, is unfounded and requires rejection, especially since failure to pay the fee or the full fee does not entail invalidity.

(Challenge No. 459/2018/A – Session dated 05/11/2018)

Principle No. (15) - Judicial year (19)

Jurisdiction - Ratione Materiae

The Supreme Court may not rule on a previous appeal in the same case to refer the case to a different panel in the Primary Court, if the case included a ruling on the jurisdiction of the court to which it was referred. Accordingly, the appeal is invalid due to the lack of jurisdiction of the court in a subsequent appeal.

(Challenge No. 1188/2018/A - Session 18/03/2019)

Principle No. (35) - Judicial year (19)

Jurisdiction (Qualitative - Sharia)

The Sharia Court Circuit has qualitative jurisdiction over Sharia cases. The Civil Circuit's ruling on a Sharia request is subject to invalidation, as it was issued in violation of the rules of jurisdiction.

(Challenge No. 69/2019/A - Session dated 29/04/2019)

Principle No. (39) - Judicial year (19)

Jurisdiction (International - Courts of the Sultanate of Oman)

A person may be legally sued in the Sultanate of Oman as long as he has a place of residence therein, even if such residence is a hotel, as the principle in residency is the permanent presence in the Sultanate, regardless of the place of residence, which may be a rented home, a work-related housing, a hotel, etc. Furthermore, the subject obligation arose in the Sultanate of Oman, i.e. jurisdiction to hear the case rests with the courts of the Sultanate.

Challenge No. 1084/2019 (C) - Session dated Monday, 28/09/2020

Principle No. (61) - Judicial year (20)

Jurisdiction (Ordinary Courts - Administrative Court - Standard)

The distribution of jurisdiction among ordinary courts and the Administrative Court is related to public order and is governed by an objective standard governed by the nature of the dispute. Jurisdiction shall vest in the Administrative Court if the dispute is of an administrative nature. Whereas the subject matter of the case is the Appellant's refusal to agree to the division of the land due to the incomplete requirements and the decision being based on an administrative decision issued by the court, which prevented the Ministry of Housing from issuing a title deed to the property owner, jurisdiction shall vest in the Administrative Court, not the ordinary court.

Challenge No. 177/2019 (A) Session dated Monday, 07/10/2019

Principle No. (1) - Judicial year (20)

Jurisdiction (Plea)

The argument that the Commercial Court's jurisdiction over the Respondent's ownership of a private photography company is legally invalid, as nothing legally prevents him from engaging in a personal activity. Therefore, the plea of lack of jurisdiction necessitates rejection. The Respondent's failure to prevent the Appellant from re-showing the images later during the six-month re-showing period constitutes implicit consent to showing the images, which establishes that the Appellant failed to obtain written permission to re-show the images in her programs, which constitutes a violation of copyright.

Challenge No. 1175/2017/C - Session dated 17/12/2018

Principle No. (15) - Judicial year (19)

Determination of Facts (Claim - Judge's Participation - Permissibility - substantive case)

A determination of fact claim is not a substantive claim that could affect the course of justice. Rather, it is a statement of an existing fact that neither establishes nor negates a right. The law in this regard intends to prevent the judge who previously heard the merits of the case from participating to avoid forming an opinion that could affect the course of justice.

Challenges No. 79 and 136/2019 (A) Session dated Monday, 14/10/2019.

Principle No. (4) - Judicial year (20)

Litigation - Court - Proof - Judge - Impartiality

Civil litigation is no longer exclusively managed by the litigants. Rather, the role of the judge within the Omani legal system has become a positive one. This role does not conflict with the principle of judicial impartiality. The role of the judge is generally evident in three important matters:

The judge may, on their own initiative, order any evidence-related procedure and may also amend the ordered evidence procedures. Accordingly, the judge may summon one of the parties for interrogation, establish evidence through witness testimony, take an additional oath, conduct an inspection, or appoint experts. These are examples—not exhaustive—of situations where evidentiary law permits the judge to take an active role, and failing to do so might render the judge responsible for denying justice

Challenge No. 81/2014, Supreme Court - Civil Department (C), Session dated Monday, 29/12/2014

Principle No. (83) - Judicial year (15 - 16)

Case (Civil - Criminal – Association - Judicial Recusal)

As long as the subject of the criminal case is connected and related to the subject of the current civil case, the judge who ruled on the criminal case should have recused himself from hearing the civil case, as the judge would have formed a conviction and a preconceived opinion regarding the core of the dispute, which casts doubt on his impartiality.

Challenge No. 189/2017 Civil Court - Session dated Monday, 13/11/2017

Principle No. (148) - Judicial year (17 - 18)

Conclusive Oath (Parties - Court - Impartiality)

The conclusive oath is considered a matter concerning the disputing parties. It is not permissible for the court to impose taking the oath on either party in accordance with the provisions of Article (67) of the Law of Evidence in Civil and Commercial Transactions. The court should have restricted its examination to the documents and evidence presented thereto, decided on their probative value, and ruled on the dispute without violating its duty of impartiality. The court should have endeavored to build upon the arguments of the disputing parties.

Challenge No. 294/2020 (C), Session dated Monday, 14/09/2020

Principle No. (38) - Judicial year (20)

Well (Area - Custom)

Custom dictates that the area for each rented agricultural well shall not be less than two feddans.

Challenge No. 393/2016, Supreme Court - Civil Department, Session dated Monday, 28/11/2016

Principle No. (120) - Judicial year (17 – 18)

Well (Public Property)

Wells are deemed public property. However, the word “public” here is limited to those who occupy the site and not the general public.

Challenge No. 450/2016, Supreme Court - Civil Department, Session dated Monday, 26/12/2016

Principle No. (122) - Judicial year (17 - 18)

Well (Public Property - Allocation)

The well, in its regulation, is considered public as stated in its ownership declaration. The principle in ownership is public ownership, and therefore, it cannot be privately appropriated. However, if the Appellant has developed it, borne its expenses, maintenance costs, and electricity charges, they have the right to seek reimbursement for such costs from the Respondent.

Challenge No. 1010/2016, Supreme Court - Civil Department, Session dated Monday, 23/01/2017

Principle No. (130) - Judicial year (17 - 18)

(Area - Irrigation)

In the absence of evidence determining the size of agricultural land, the court relies on precedents and customary practices based on the type of well present on the land. According to custom, a (zajrah) well with a single draw point covers five feddans, a (zajrah) well with double draw points covers ten feddans, and a (nazhaf) well covers two and a half feddans.

Challenge No. 798/2017 Civil, Session dated Monday, 30/10/2017

Principle No. (65) - Judicial year (17 - 18)

Well (Irrigation - Area - Agricultural Land)

The jurisprudence of this court has established that wells equipped with pumps usually irrigate no less than ten feddans. Accordingly, the court, in this case, has decided to increase the area allocated to the appellant to ten feddans

Challenge No. 1316/2017 Civil Court, Session dated Monday, 15/01/2018

Principle No. (69) - Judicial year (17 - 18)

Endowments (Charitable - Representation - Public Prosecution)

The Ministry of Endowments and Religious Affairs shall oversee public charitable endowments, being the authority responsible for their management and protection. In legal disputes concerning such endowments, the Public Prosecution shall intervene, as stipulated in Article (91) of the Civil and Commercial Procedures Law.

Challenge No. 749/2017 Civil Court, Session dated Monday, 14/05/2018

Orders for Payment:

An exceptional method for filing civil cases —its conditions and circumstances – is followed if the creditor's right is established in writing and is due for payment.

(Challenge No. 771/2012, Supreme Court - Civil Department (A), Session dated Monday, 07/01/2012)

Principle No. (27) - Judicial year (13 - 14)

Member of the Public Prosecution - Secondment - Approval of the Administrative Affairs Council.

The decision to second members of the Public Prosecution to the Supreme Court requires the approval of the Administrative Affairs Council for the Judiciary; otherwise, it would be considered flawed.

(Challenge No. 1/2013, Supreme Court - Civil Department (D), "Judges and Public Prosecutor Affairs," Session dated Wednesday, 19/06/2013)

Principle No. (131) - Judicial year (13 - 14)

Deputy Public Prosecutor - Position - Withholding - Law - Application - Judges - Placement.

If there is only one position for Deputy Public Prosecutor, this does not mean depriving others who are entitled to and qualified for this role of their rights. Legally, such individuals must be granted the financial allocations associated with the position, even without being officially designated as Deputy Public Prosecutor.

(Challenge No. 2/2014, Civil Department (D), "Judges and Public Prosecutor Affairs," Session dated Wednesday, 26/03/2014)

Principle No. (133) - Judicial year (13 - 14)

Public Prosecution (Complaint - Statute of Limitations)

Filing a complaint with the Public Prosecution does not interrupt the statute of limitations; and the insurance company (the Respondent) is not a party to that complaint.

Challenge No. 439/2015, Session dated Monday, 26/10/2015

Principle No. (99) - Judicial year (15 - 16)

Public Prosecution (Decision - Dismissal)

The decision issued by the Public Prosecution to dismiss the public case, which was based on the suspicion of the accused being the result of haste and lack of judgment by those involved at the commercial center, is insufficient to establish abuse of discretion.

Challenge No. 1421/2016, Supreme Court - Civil Department, Session dated Monday, 27/02/2017

Principle No.: (49) - Judicial year (17 - 18)

Allegations (Fire - Proof)

The allegation that the fire broke out in parts of the vehicle's engine due to a manufacturing defect remained unsubstantiated, as confirmed by experts, and nothing in the previous reports conclusively establishes such claims. Moreover, the vehicle was insured by an insurance company, which undertook its repairs. Therefore, there is no legal basis to demand the rescission of the concluded sales contract.

Challenge No. 162/2020 (C), Session dated Monday, 14/09/2020

Principle No.: (55) - Judicial year (20)

Lands

White lands and borders fall under the jurisdiction of the Ministry of Housing concerning ownership and its denial.

(Challenge No. 689/2012, Supreme Court - Civil Department (A), Session dated Monday, 07/01/2012)

Principle No. (26) - Judicial year (13 - 14)

Inspection - Land.

The sufficiency of old boundaries on the land for land ownership supported by documentation from the Ministry of Housing. The requirement of undertaking land inspection for the subject land by the court to verify the claim of ownership. The absence of such inspection or issuance of ownership documents from the Ministry of Housing invalidates the judgment.

(Challenge No. 1022/2012, Supreme Court - Civil Department (A), Session dated Monday, 07/01/2013)

Principle No. (29) - Judicial year (13 - 14)

Ownership - Lands

The Plaintiff's failure to claim the land or any right therein, despite knowing that the Defendant constructed buildings thereon and obtained a title deed, and even filed a case for annexation of the land, is evidence that the Plaintiff has no rightful claim to his allegations.

(Challenge No. 655/2012, Supreme Court - Civil Department (A), Session dated Monday, 08/04/2013)

Principle No. (43) - Judicial year (13 - 14)

Land (Boundaries - Dispute - Jurisdiction)

The dispute between the parties is a dispute over the boundaries of land, encroachment upon it, and the expropriation of a part thereof from the eastern and western sides. Such a dispute falls under the jurisdiction of the Ordinary Court, not the Administrative Court.

Challenge No. 708/2015, Session dated Monday, 08/02/2016

Principle No. (50) - Judicial year (15 - 16)

Presumption "Visible Evidence on the Land - Contradicting Evidence".

Visible evidence serves as an indicator of prior construction and does not undermine witness testimony if it doesn't align with it. The visible evidence stipulated in the Land Law cannot be applied to today's reality.

(Challenge No. 368/2011, Supreme Court - Civil Department (C), Session dated Sunday, 14/10/2012)

Principle No.: (91) - Judicial year (13 - 14)

(Lands) Law - Possession - Antiquities - Waterwheel.

Under Article (5) of the Land Law, the existence of visible evidence indicating possession, such as crops or the falaj irrigation channel/ waterwheel (even if old), is sufficient to establish possession, as it establishes that the predecessors and successors cultivated the land in succession.

(Challenge No. 660/2012, Supreme Court - Civil Department (A), Session dated Monday, 31/12/2012)

Principle No. (25) - Judicial year (13 - 14)

Land Law "Application of the Visible Evidence Stipulated therein to Current Reality."

Visible evidence serves as an indicator of prior construction, and does not undermine witness testimony if it doesn't align with it. The visible evidence stipulated in the Land Law cannot be applied to today's reality.

(Challenge No. 368/2011, Supreme Court - Civil Department (C), Session dated Sunday, 14/10/2012)

Principle No.: (91) - Judicial year (13 - 14)

Ownership - Gulf Citizens - Boundaries - Invalidity.

Gulf citizens are not permitted to own land along the borders. Thus, purchasing farms or land in these areas is neither valid nor lawful. Whereas the Respondent purchased the subject land and requested its transfer from the Appellant to another person holding Omani nationality, such a transfer is impermissible. If the sale is valid, the Respondent shall only be entitled to the sale price, as the ownership of border lands by Gulf nationals is invalid. Registering the land in the name of another person constitutes fraud. The ruler has the authority to

regulate permissible actions. Therefore, the sale is deemed null and void.

(Challenge No. 274/2013, Supreme Court - Civil Department (C), Session dated Monday, 30/12/2013)

Principle No. (107) - Judicial year (13 - 14)

Oath (non-awareness)

An oath sworn by heirs to declare that they are unaware of any rights or shares claimed by the Plaintiffs in the estate of their deceased predecessor.

(Challenge No. 309/2012, Supreme Court - Civil Department (A), Session dated Monday, 15/10/2012)

Principle No. (16) - Judicial year (13 - 14)

Oath - Refusal.

Refraining from taking an oath - Judgments based on refusal to take an oath - The absence of the individual from whom the oath is requested does not constitute refusal, as the absence could be justified by a valid excuse. The court shall enable the individual to take the oath when possible.

(Challenge No. 118/2012, Supreme Court - Civil Department (A), Session dated Monday, 10/12/2012)

Principle No. (22) - Judicial year (13 - 14)

Evidence - Oath – Taking an Oath - Evidentiary Weight.

If the evidence presented by both parties is of equal weight, some opinions suggest that the evidence is nullified, while others suggest dividing the disputed matter equally between the parties. If the

evidence is conflicting, both parties are required to swear oaths over their claims. The matter is awarded to the party who swears the oath. If both parties take the oath, the matter shall be divided equally between them.

(Challenge No. 280/2012, Supreme Court - Civil Department (C), Session dated Monday, 30/12/2013)

Principle No. (108) - Judicial year (13 - 14)

Emergency Fund (Date - Creation)

Filing a claim with the Insurance Emergency Fund is only permissible as of the date of its establishment and after the expiration of the legal period necessary for the decision establishing the fund to become effective and produce its legal effects.

Challenge No. 138/2020, Session dated Monday, 20/07/2020

Principle No. (52) - Judicial year (20)

Medical Errors "Compensation"

The Medical Errors Compensation Fund is the entity liable for compensating victims of medical errors. Charging the Ministry of Health and the Fund to provide compensation is contrary to the law.

Challenges No. 154 and 155/2010, Civil Court (B), Session dated Sunday, 20/06/2010

Principle No. (32) - Judicial year (11)

Medical Errors “Assessment of Compensation”

The assessment of compensation arising from medical errors is regulated by the Law Governing the Practice of the Medical Profession

and Allied Health Professions. Any assessment of compensation that contradicts this law shall result in the annulment of the judgment.

Challenges No. 154 and 155/2010, Civil Court (B), Session dated Sunday, 20/06/2010

Principle No. (32) - Judicial year (11)

Image (Publishing – Permissiblity - Compensation - Estimation)

Proof that the Appellant committed an error, namely, publishing and promoting a photo of the Respondent without obtaining his permission or consent, which constitutes a violation of one of his most important personal rights, namely the right to protect one's image. Such violation resulted in direct harm to the Respondent as a result of the violation of the privacy rights, especially since the Respondent lives in a conservative community.

The court reissued a ruling to reduce the amount awarded to an amount suitable to the actual damage suffered by the Respondent, which the court estimated to be ...

(Challenge No. 601/2018/C - Session dated 24/12/2018)

Principle No. (17) - Judicial year (19)

Defenses (Presentation - Before the Supreme Court)

New defenses may not be presented for the first time before the Supreme Court unless they relate to public order.

(Challenges No. 1393, 1399, and 1406/2018 (A), Session dated Monday, 02/03/2020)

Principle No. (31) - Judicial year (20)

Standing (Defense - Invocation - Public Order)

The lack of standing as a defense shall be raised before the trial courts, not before the Supreme Court. Raising the defense of lack of standing before the Supreme Court is not permissible if it was not previously raised before the trial court, except if the defense is related to public order. However, standing is not considered a matter of public order.

Challenge No. 1232/2015, Supreme Court - Civil Department, Session dated Monday, 26/10/2015

Principle No. (96) - Judicial year (15 - 16)

Discretionary Authority of Courts in Medical Error Cases.

The court adopts a balanced perspective when assessing medical error cases, striving to protect the patient while considering that the doctor acts in good faith to treat their patients.

(Challenge No. 1108/2012, Supreme Court - Civil Department (A), Session dated Monday, 11/03/2013)

Principle No. (40) - Judicial year (13 - 14)

Medical Liability - Minor Errors:

The responsibility of a doctor does not require the error to be gross or significant. The doctor shall not be absolved of liability even if the error is minor.

(Challenges No. 798/2013 and No. 799/2013, Supreme Court - Civil Department (C), Session dated Monday, 28/04/2014)

Principle No. (124) - Judicial year (13 - 14)

Medical Liability.

A form of civil liability where compensation is required.

(Challenge No. 1108/2012, Supreme Court - Civil Department (A), Session dated Monday 11/03/2013)

Principle No.: (40) - Judicial year (13 - 14)

Medical Liability - Error - Proof.

The attending physician’s failure to detect the Respondent's condition, specifically the presence of the previously implanted tube for treating the patient's eye, constitutes medical error. Such error could have been avoided if an endoscopic examination had been conducted to confirm the condition. As a result, this oversight led to the Respondent's continued suffering and compelled them to seek treatment at a private hospital, where the condition was accurately diagnosed, and a surgical operation was performed to remove the plastic tube.

(Challenge No. 663 and 664/2013, Supreme Court - Civil Department (C), Session dated Monday, 31/03/2014)

Principle No. (119) - Judicial year (13 - 14)

Fetus (Blood Money)

The fetus is only entitled to the compensation for a stillborn fetus as stipulated in Sharia and the law, as it was stillborn.

Challenge No. 807/2016, Civil Supreme Court, Session dated Monday, 26/12/2016

Principle No. (126) - Judicial year (17 - 18)

Custodianship (Appointment – Duties)

The judge shall be responsible for the appointment of a custodian. The legal purpose of custodianship is to place the disputed property in the hands of a neutral person that is tasked with safeguarding the property, managing it and ultimately returning it, along with any benefits or profits derived there from, to the party who is legally entitled thereto once its right is established, in accordance with the provisions of Article (724) of the Transactions Law.

Challenge No. 199/2017, Commercial Court, Session dated Tuesday, 16/01/2018

Principle No. (226) - Judicial year (17 - 18)

Liability of the Custodian of property

The custodian of the property shall be relieved of liability if they can prove that the damage was caused by the fault of a third party. The court's disregarding such defense shall result in the annulment of the judgment.

Challenge No. 168/2010, Civil Circuit (C), Session dated Sunday, 12/12/2010

Principle No. (56) - Judicial year (11)

Bus (Guarding - Fire - Liability)

The bus was under the custody and care of the Respondent when it caught fire, as confirmed by his assertion that he parked it next to his house. Accordingly, the Respondent is legally obligated to safeguard the bus as he would his own property and to exercise the necessary diligence to prevent any damage that may occur, following the behavior of an ordinary, reasonable person.

Challenge No. 1544/2016, Civil Court, Session dated Monday, 27/03/2017

Principle No. (139) - Judicial year (17 - 18)

Res Judicata (Criminal Judgment over Civil Judgment)

The final judgments in the case shall exclude the decisions issued by the investigating authorities.

(Challenge No. 32/2012, Supreme Court - Civil Department (B), Session dated Sunday, 19/06/2013)

Principle No. (75) - Judicial year (13 - 14)

Inspection - Land.

The sufficiency of ancient monuments on the land for land ownership supported by documentation from the Ministry of Housing. The requirement of undertaking land inspection for the subject land by the court to verify the claim of ownership. The absence of such inspection or issuance of ownership documents from the Ministry of Housing invalidates the judgment.

(Challenge No. 1022/2012, Supreme Court - Civil Department (A), Session dated Monday, 07/01/2013)

Principle No. (29) - Judicial year (13 - 14)

Petition for Reconsideration (Fraud - Definition)

The term "fraud" referred to in the first paragraph of Article (232) of the Civil and Commercial Procedures Law refers to a deceitful act contrary to honesty, with the intent to mislead the court. However,

actions such as a plaintiff filing two cases over the same matter do not constitute fraud aimed at undermining justice.

Challenge No. 1797/2017/A - Session dated 24/12/2018

Principle No. (24) - Judicial year (19)

(Petition for Reconsideration - Conditions)

Article 232 of the Civil and Commercial Procedures Law requires that for reconsideration of a petition to be accepted, the judgment must have been issued while the petitioner was in a situation where it was impossible to obtain and present the decisive documents to the court for reasons attributable to the opposing party. If the opposing party had no involvement in withholding the documents, the petition shall not be accepted. Furthermore, it is a condition for the acceptance of the petition that the petitioner was unaware of the existence of such documents during the trial. If the petitioner was aware, they should have requested the court to compel the party in possession of the document to present it, Failure to do so invalidates their petition for reconsideration.

Challenge No. 699/2019 (A) - Session dated Monday, 10/02/2020

Principle No. (29) - Judicial year (20)

Sea - Ownership.

It is well-known that the sea encroaches upon the land, yet this does not negate ownership, as ownership precedes the law, which is subsequent in its existence.

(Challenge No. 894/2012, Supreme Court - Civil Department (C), Session dated Monday, 25/11/2013)

Principle No. (104) - Judicial year (13 - 14)

Jurisdiction (International - Courts of the Sultanate of Oman)

An Individual may be legally sued in the Sultanate of Oman as long as he has a place of residence therein, even if such residence is a hotel, as the principle in residency is the permanent presence in the Sultanate, regardless of the place of residence, which may be a rented home, a work-related housing, a hotel, etc. Furthermore, the subject obligation arose in the Sultanate of Oman, i.e. jurisdiction to hear the case rests with the courts of the Sultanate.

Challenge No. 1084/2019 (C) - Session dated Monday, 28/09/2020

Principle No. (61) - Judicial year (20)

Courts - International Jurisdiction - Public Order.

Although the insurance policy concluded between the parties explicitly stipulated in Clause (15) that the courts of the United Arab Emirates shall have jurisdiction over disputes arising from this insurance policy, the judgment of the Primary Court established that the Appellant did not raise such objection before addressing the merits of the case. Accordingly, the Appellant is deemed to have accepted the jurisdiction of Omani courts, as stipulated in Article (32) of the Civil and Commercial Procedures Law.

(Challenge No. 966/2012, Supreme Civil (B), Session dated Sunday, 29/12/2013)

Principle No.: (80) - Judicial year (13 - 14)

Plea - Public Order.

The plea of lack of local jurisdiction is not considered a matter of public order. Accordingly, it must be raised before any other claim or plea in the case.

(Challenge No. 434/2013, Commercial Supreme Court, Session dated Thursday, 20/03/2014)

Principle No. (165) - Judicial year (13 - 14)

Division (Property - Planning - Violation - Settlement)

Failure to execute the division in accordance with the areas specified in Ministerial Decision No. 272/2016 does not affect the validity of the settlement or render it void, as long as it does not impose any obligation on the Ministry of Agriculture. The Ministry remains the authority responsible for assessing the appropriateness of the division request, determining its compliance with the law, and taking the decision it deems appropriate.

Challenge No. 1510/2016, Civil Court, Session dated Monday, 23/04/2018

Principle No. (162) - Judicial year (17 - 18)

Division (Property – Regulatory Conditions)

A judgment ordering the division of property without considering the regulatory conditions set by the competent authority shall be subject to annulment.

Challenge No. 805/2018/A - Session dated 24/12/2018

Principle No. (28) - Judicial year (19)

Set-off (Judicial - Request - Submission - Procedures - Litigation - Opponent)

While Article (125) of the law stipulates that the Defendant is permitted to file incidental claims, such as a judicial set-off request, Article (123) of the same law specifies that incidental claims shall be submitted by either the Plaintiff or the Defendant to the court following the standard procedures for filing a case before the session date, or orally during the session in the presence of the opposing

party, in which case the incidental claims shall be recorded in the minutes of the session.

(Challenge No. 469/2020 (A) - Session dated Monday, 28/09/2020)

Principle No. (56) - Judicial year (20)

Contract (Delay - Penalty)

The penalty for delay and the liquidated damages clause in a construction contract essentially constitute an estimation of the compensation for the harm that results from delays in completion or delivery. This agreed-upon compensation represents a pre-determined limit on the debtor's liability for fulfilling their obligation. The contested judgment ruled to compensate the Appellant within the limits of the amounts they in relation to the project.

(Challenge No. 160/2019 (B), Session dated Tuesday, 24/12/2019)

Principle No. (16) - Judicial year (20)

The Air Carrier

The air carrier shall compensate the passengers for any damages incurred if it fails to fulfill its obligation.

In Challenge No. 554/2010, Civil Court (B), Session dated Sunday, 09/01/2010

Principle No. (45) - Judicial year (11)

The Carrier "Liability"

The carrier's verification of the passenger's documents and notifying them about the absence of an entry visa is sufficient to fulfill the requirements of Article 110 of the Aviation Law.

Challenge No. 613/2010, Civil Division (B), Session dated Sunday, 13/03/2011

Principle No. (47) - Judicial year (11)

The Carrier "Vessel"

Filing a case against the ship is effectively directed toward the carrier, regardless of whether the carrier is the owner or operator of the ship. If the bill of lading includes the names of both the shipper and the carrier, a case filed against the ship shall be deemed to be directed toward the carrier.

Challenge No. 250/2010, Commercial Court – Session dated, Wednesday, 04/05/2011

Principle No. (91) - Judicial year (11)

Liability (Carrier - Air - Delay)

The mere delay of an aircraft from taking off at the scheduled time makes the carrier liable to compensate the passenger for any harm caused due to the failure to fulfill its contractual obligation, unless it is established that the delay was due to an unforeseen event or force majeure.

Challenge No. 466/2017/B - Session dated 18/12/2018

Principle No. (13) - Judicial year (19)

Liability (Insurance Company - Investigation - Health Condition)

The failure of an insurance company to fulfill its duty of verifying the health condition of the insured by referring them to a medical committee does not exempt it from its responsibility toward that individual.

Challenge No. 312/2-18/B - Session dated 29/01/2019

Principle No.: (17) - Judicial year (19)

Liability (Tort – Proof – Compensation)

If tort liability is established, where an unqualified doctor performed surgeries of the type undergone by the Respondent, this establishes the presence of error, harm, and causation, all of which require compensation.

Challenge No. 308/2020 (C) - Session dated Monday 14/09/2020

Principle No. (58) - Judicial year (20)

Mortgage (Ownership – Effect – Cause – Acquisition)

Mortgaging a plot of land to a bank does not affect the ownership of the land, nor does it constitute a means of acquiring ownership.

(Challenge No. 209/2019 (A) - Session dated Monday, 17/08/2020)

Principle No. (49) - Judicial year (20)

Leased Property (Fire - Force Majeure - Electrical Connections)

A fire is considered force majeure as long as it was unforeseeable and unavoidable, even if modifications, expansions, or adaptations were made to the warehouse for its use as a storage facility for foodstuffs.

However, the installation of electrical connections with multiple manual junctions eliminates the claim of unforeseeability or unavoidability of the fire. Accordingly, the court rules to reject the argument on this ground.

(Challenge No. 67/2018 - Session dated 13/02/2019).

Principle No. (15) - Judicial year (19)

Harm (Proof - Legal Principle - Direct Harm - Indirect Harm)

Islamic jurisprudence does not differ from civil law in that the law only places the burden of proof on the injured party to show that the harm occurred as a result of an act, which presumes fault on the part of the Defendant. Islamic jurisprudence bases the liability on the jurisprudential principle: (The direct cause shall be liable, even if it was neither intentional nor transgressive.) According to this principle, whoever directly causes harm shall be held liable without the need to establish that they intended the act or acted transgressively. Direct action involves a positive action that causes harm immediately upon the interaction of the tool with the object, establishing causality between the direct action and the harm, if the act directly caused the harm. Accordingly, the burden of proof shall shift to the direct actor (the Defendant) to negate their liability, as opposed to the general rule of proof that states that the burden of proof falls on the Claimant. The injured party shall only be required to establish fault if the harm occurs indirectly – through causality. Accordingly, the Defendant is

required to establish that the harm resulted from either an external cause, the fault of a third party, or a force majeure.

(Challenge No. 411/2018/B - Session dated 11/2018)

Principle No. (3) - Judicial year (19)

Contract (Air Transportation)

Under Articles (184, 191, and 204) of the Commercial Law, the carrier shall not be relieved from fulfilling its obligations unless force majeure or passenger fault is established. Passenger delay constitutes harm that requires compensation.

(Challenge No. 425/2012, Supreme Court - Civil Department (A), Session dated Monday, 07/01/2012)

Principle No. (28) - Judicial year (13 - 14)

Contract of Air Transportation - Liability - Force Majeure - Warsaw Convention.

A contract of air transportation is fundamentally an agreement that binds the carrier to transport the passenger and their luggage, which the carrier is entitled to retain, to the agreed destination within the specified timeframe stipulated in the transport regulations or as dictated by custom. The carrier guarantees the safety of the passenger during the execution of the contract and is liable for any bodily or material damages incurred by the passenger, as well as for delays in reaching the destination.

(Challenge No. 731/2013, Supreme Court - Civil Department (A), Session dated Tuesday, 04/03/2014)

Principle No. (52) - Judicial year (13 - 14)

Force Majeure (Rain - Wind)

Rain and wind shall not be deemed force majeure or unforeseen events, as they do not fall within the category of unforeseen events; rather, they are foreseeable events.

(Challenge No. 617/2018 (A) Session dated Tuesday, 05/11/2019)

Principle No. (6) - Judicial year (20)

Force Majeure (Condition - Cause - Prevention - Control)

Force majeure requires three conditions: first, that the cause be unforeseeable; second, that it cannot be prevented; and third, that it be beyond the control of the Appellant.

(Challenge No. 89/2019 (A) - Session dated Monday, 17/08/2020)

Principle No. (48) - Judicial year (20)

Unlawful Act - Crime - Liability - Custody of Property

Liability for the custody of property, the custody of which requires special care, is presumed for the party responsible for the incident. Such liability shall not be negated except by establishing the fault of the injured party, a third party, or force majeure.

(Challenge No. 934/2013, Supreme Court - Civil Department (B), Session dated Sunday, 26/01/2013)

Principle No.: (86) - Judicial year (13 - 14)

Contract (Istisna' / Manufacturing - Permissibility - Future Sale)

Istisna' is a lawful contract, according to the majority of jurists. It involves a request to manufacture an item in exchange for a price agreed upon by the contracting parties, which may be paid immediately, deferred, or in installments. In civil transactions law, this contract corresponds to the Contract of Muqawala (contracting) governed by Article 626, which stipulates that a Muqawala contract is an agreement whereby the contractor commits to manufacturing an item or performing a task against remuneration.

Article 118 of the Civil Transactions Law stipulates that: “A future object may be the subject-matter of a contract provided it is sufficiently designated and without fraud”.

Challenge No. 1226/2018/C - Session dated 04/02/2019

Principle No. (24) - Judicial year (19)

Contract of Maritime Transport (Date of Filing a Case)

Claims arising from a maritime transport contract are not admissible after two years from the date of delivery of the goods or the date specified for their delivery. Such a period is non-interruptible, falls under public order, and is upheld by the court on its own initiative. The parties may not agree to deviate from the legally established period by reducing it.

(Challenge No. 455/2018 (A) Session dated Tuesday 08/10/2019)

Construction Contract (Subcontractor - Validity - Liability)

The main contractor may subcontract work to a subcontractor with the written approval of the owner. However, the main contractor shall

remain responsible for the work and services performed by the subcontractor.

(Challenge No. 869/2018 (A) - Session dated Monday, 02/03/2020)

Principle No.: (29) - Judicial year (20)

Liability (Contractor - Engineer - Joint Liability)

Article 34 of the Civil Transactions Law stipulates that "The engineer and the contractor shall both be jointly liable for a period of ten years for the total or partial collapse of the buildings that they have constructed or the other fixed structures established thereof, even if the collapse is the result of a defect in the land itself or the landowner has permitted the establishment of the defective structures. The liability mentioned in the previous Article shall include any defects found in the buildings and premises that threaten the solidity and the safety of the building."

(Challenge No. 1031/2020 (A) - Session dated Monday, 17/08/2020)

Principle No. (47) - Judicial year (20)

Contracting (Delay - Penalty)

The penalty for delay and the liquidated damages clause in a construction contract essentially constitute an estimation of the compensation for the harm that results from delays in completion or delivery. This agreed-upon compensation represents a pre-determined limit on the debtor's liability for fulfilling their obligation. The contested judgment ruled to compensate the Appellant within the limits of the amounts in relation to the project.

(Challenge No. 160/2019 (B), Session dated Tuesday, 24/12/2019)

Principle No. (16) - Judicial year (20)

(Zajrah) Well (Irrigation - Area - 10 Feddans)

The Supreme Court deems the reliance on judicial precedents and established customs in the determination of the irrigation capacity of a single well to be appropriate. Certain rulings state that a (zajrah) well with a single draw point covers five feddans, a (zajrah) well with double draw points covers ten feddans, and a (nazhaf) well covers two and a half feddans. Although the expert identified the type of well, the traces observed on the land exceed the irrigation limits of a well of this type. In light of the area of the traces and the maximum irrigation capacity of a single well, and considering this well is a (zajrah) well with double draw points, the court rules to award the plaintiff ten feddans.

Challenge No. 305/2020 (A) – Session dated Monday, 20/09/2020

Principle No. (58) - Judicial year (20)

Motion in Arrest of Execution (Foundation - Grounds)

It is not permissible for a motion in arrest of execution to be based on matters that affect the validity, finality, or authority of the contested judgment. It is required that the grounds for the motion in arrest of execution to be related to circumstances arising after the issuance of the judgment. Furthermore, it is not permissible for the execution judge to examine the validity/ merits or the grounds based on which the execution is ordered.

Challenge No. 332/2019 (C) - Session dated Monday, 27/04/2020

Principle No. (36) - Judicial year (20)

Motion in Arrest of Execution (Foundation - Grounds)

It is not permissible for a motion in arrest of execution to be based on matters that affect the validity, finality, or authority of the contested judgment, regardless of whether the judgment is correct or incorrect, and regardless of whether the matter was raised during the original trial before the issuance of the contested judgment or not, as long as the petitioner was a party to the case.

Challenge No. 590/2019 (C) – Session dated Monday, 30/12/2019

Principle No. (20) - Judicial year (20)

Motion in Arrest of Execution (Definition - Conditions)

The conditions for the acceptance of a motion in arrest of execution, as defined in the Civil Procedures Law, require that the requested measure be temporary and not affect the subject's underlying right with the aim to suspend execution. Therefore, if the Motion is filed before or after the commencement of the execution, but before its completion, it shall be admissible. The Motion must be based on facts that arose after the issuance of the contested judgment and it shall not include an appeal against the judgment itself.

Appeal 658/2019 (C) - Session dated Monday, 18/11/2019

Principle No. (10) - Judicial year (20)

Motion in Arrest of Execution (Defense - Conditions)

Motion in arrest of execution represents a challenge to the enforcement of a judgment. The purpose thereof is either to temporarily suspend the enforcement or stop it entirely. The objective is to take a temporary measure intended to eliminate an imminent

danger to the party challenging the execution, without prejudice to the substantive right for which the execution is being carried out.

Appeal 790/2019 (C) - Session dated Monday, 11/05/2020

Principle No. (43) - Judicial year (20)

Injuries (Penetrating Injuries - Surgical Operations)

It is not a requirement for a penetrating injury to have an external wound to be classified as such; as long as specialists confirm that the damage is deep, the injury shall be deemed as such.

There is no fixed compensation for a surgical procedure, on the grounds that the compensation depends on the surgery's location. If the surgery wound qualifies as a deep wound, the compensation awarded shall be compensation for penetrating wounds. If the surgery involves the brain, the compensation awarded shall be compensation for brain wounds. Regarding fracture fixation procedures, the minimum compensation shall be the equivalent of three wounds reaching bone, etc.

Challenge No. 905/2017 Civil Court, Session dated Sunday 24/12/2017

Principle No. (105) - Judicial year (17 - 18)

Injuries (Reporting - Insufficiency - Statement)

Merely listing all the injuries sustained by the Appellant is insufficient for a proper and accurate assessment of suitable compensation for the injured party. The contested ruling is required to specify the type and location of the injury on the victim's body, as well as the resulting condition of the victim due to such injury. If such injury merits specific compensation or a defined blood money, it shall be determined

accordingly. In cases where no specified compensation or a defined blood exists, fair compensation shall be awarded, based on established guidelines and standards, provided that the compensation is appropriate, without undue excessiveness or leniency, ensuring fairness to both parties.

Challenge No. 140/2019 (B) - Session dated Sunday, 17/11/2019

Principle No. (2) - Judicial year (20)

Injuries (Overlap - Description – Statement - Correction)

The key consideration for injuries and their compensation, when they overlap, is not the description attributed to them by the trial court nor the criteria it establishes for compensation. Rather, the focus should be on the specifics of each injury. If some injuries merit a specific compensation and others fair compensation, it is permissible for this court to correct the description and then consider the total compensation awarded by the trial court. If the compensation, in total, adequately addresses the harm caused to the injured party, the ruling is not flawed due to the descriptions or amounts determined, and does not require intervention in the court's decision.

Challenge No. 553/2019 (B) - Session dated Sunday, 13/09/2020

Principle No. (26) - Judicial year (20)

Injuries (Investigation - Judgment - Deficient Substantiation)

The judgment's failure to thoroughly investigate the injuries reported in the medical reports constitutes a violation of the law and deficient substantiation, which requires the quashing of the ruling and referring the case to the Court of Appeal that issued the ruling for reissuance of a ruling with a different panel, ensuring a precise statement of the elements of harm, a comprehensive investigation of all injuries, and

the proper assessment of compensation in accordance with the provisions on blood money and compensations.

Challenge No. 365/2019 (B) - Session dated Sunday, 29/12/2019

Principle No. (7) - Judicial year (20)

Injuries (Scrutiny - Medical Report - Types)

The court is obligated to thoroughly examine all injuries and wounds sustained by the injured party, as detailed in medical reports, based on their type and location on the victim's body, and immediate impact of such injuries and wounds, including the loss of profit and any harm caused by the accident, as well as their future implications, all in order to ensure a clear understanding of the nature and type of harm, granting each aspect or type of harm sustained by the injured party its rightful compensation in accordance with its prescribed blood money, as stipulated in the jurisprudential rule (judgment on a matter must stem from a thorough and accurate comprehension of the subject).

Challenge No. 37/2019 (B) - Session dated Sunday, 09/02/2020

Principle No. (8) - Judicial year (20)

Injury (Indicating its Extent)

Compensation shall be assessed in accordance with the Sharia-based provisions specified in the Royal Decree, following a detailed determination of the extent of the injury resulting from the incident. Failure to comply with such requirement renders the judgment invalid.

Challenge No. 756/2011, Civil Court (B), Session dated Saturday, 24/03/2012

Principle No.: (65) - Judicial year (12)

Work-related Injury (Compensation - Conditions) - Responsibility (Pillars - Recourse)

The Appellant seeks compensation from the Royal Guard of Oman Command for a workplace injury as he was injured while working. However, as the Appellant's fall happened in the restroom and not as a result of his occupation. Whereas the insurance coverage applies to injuries sustained during the occupational practice, and logically, it cannot extend to accidents simply occurring during work hours. Tort liability is based on its three pillars: fault, damage, and causation. In this case, no fault has been established on the part of the Defendant, as the Defendant adhered to all safety regulations. Accordingly, the appeal on this matter requires dismissal. Moreover, the Royal Guard Command showed kindness towards the worker, despite being under no obligation to do so.

Challenge No. 1335/2014, Session dated Monday, 23/11/2015

Principle No. (101) - Judicial year (15 - 16)

Injury (Face - Determination - Brain - Compensation)

The injury sustained by the victim in the face area is compensated at double the rate, in contrast to the same injury occurring in other parts of the body, on the grounds that the face is the area that God has honored in humans. Fair compensation shall be determined by the type of injury and its location on the body.

Challenge No. 145/2019 (B) - Session dated Sunday, 29/12/2019

Principle No. (4) - Judicial year (20)

Injury (Swelling - Description)

The description of the swelling on the right side of the head, the deep laceration, and the blood congestion above the eyebrow as a permanent

disability has no basis in the jurisprudence of blood money and compensations. It is merely a description that does not alter the facts of the injury or the amount of compensation due for it.

Challenge No. 528/2019 (B) - Session dated Sunday, 08/03/2020

Principle No. (15) - Judicial year (20)

Notification

Notifying imprisoned individuals of the judgment shall be carried out by delivering a copy of the judgment to the prison warden, and the appeal period shall commence as of the date of delivery.

Challenge No. 475/2014, Supreme Court - Civil Department (A) - Session dated Tuesday, 04/11/2014

Principle No. (19) - Judicial year (15 - 16)

Judgment Notice - Period - Appeal

If the Appellant is not legally notified of the appeal judgment, the timeframe for filing a cassation appeal shall remain open for the Appellant.

Challenge No. 722/2014, Supreme Court - Civil Department (A), Session dated Tuesday, 27/01/2015

Principle No.: (25) - Judicial year (15 - 16)

Notice (Actual Knowledge – Constructive Knowledge) – Appeal (Timeframe – Validity)

The legislator adopted actual knowledge rather than constructive knowledge in judicial rulings, emphasizing that, due to their seriousness, constructive knowledge alone is insufficient for the

commencement of the appeal deadline, as in this case, it is assumed that the Defendant is unaware of the legal proceedings against them.

The notice of the judgment that initiates the appeal deadline shall be served directly to the Defendant (in person) or at their primary residence, ensuring that the notice reaches the intended recipient, reflecting the critical importance and gravity of the notice, as the appeal period starts upon proper serving of the notice.

Challenge No. 1014/2015, Supreme Court - Civil Department,
Session dated Monday, 29/02/2016

Principle No. (120) - Judicial year (15 - 16)

Notice (Publication - Condition)

Resorting to notice by publication occurs when it becomes impossible to reach the Defendant, which renders the contested ruling correct in its ruling to the forfeiture of the right to appeal. This serves as sufficient grounds for quashing the ruling without the need to examine the other grounds for the appeal.

Challenge No. 1124/2016, Supreme Court - Civil Department,
Session dated Monday, 19/12/2016

Principle No. (39) - Judicial year (17 - 18)

Notice (Publication - Conditions)

Notice via publication in newspapers is an exceptional method intended to address specific circumstances under which any attempt to notify the opponent through other means are ineffective. Accordingly, such exceptional method may not be employed unless all possible means of investigating the opponent's residence or domicile of choice have been exhausted.

Challenge No. 227/2017, Supreme Court - Civil Department, Session dated Monday, 12/06/2017

Principle No. (57) - Judicial year (17 - 18)

Published Notice "Condition"

Notification via publication that fails to adhere adhering to the procedures stipulated in Articles (9 and 10) of the Civil and Commercial Procedures Law shall result in the invalidation of the judgment.

Challenge No. 246/2012, Civil Court (A), Session dated Sunday, 03/06/2012

Principle No. (44) - Judicial year (12)

Notice (Address)

The Plaintiff deliberately provided an address unrelated to the Defendant and one where the Defendant does not reside, seeking to obtain a judgment without establishing proper legal proceedings between the litigants. Accordingly, the ruling issued under such procedures shall be null and void.

(Challenge No. 78/2012, Supreme Court - Civil Department (A), Session dated Monday, 12/11/2012)

Principle No. (18) - Judicial year (13 - 14)

Injury (Face - Determination - Brain - Compensation)

The injury sustained by the victim on the face area is compensated at double the rate compared to the same injury occurring on other parts of the body, on the grounds that the face is the area that God has honored

in humans. Fair compensation shall be determined by the type of injury and its location on the body.

Challenge No. 145/2019 (B), Sunday, 29/12/2019

Principle No. (4) - Judicial year (20)

Injury (Swelling - Description)

The description of the swelling on the right side of the head, the deep laceration, and blood congestion above the eyebrow as a permanent disability has no basis in the jurisprudence of blood money and compensations. It is merely a description that does not alter the facts of the injury or the amount of compensation due for it.

Challenge No. 528/2019 (B) Session Sunday 08/03/2020

Principle No. (15) - Judicial year (20)

Sale (Warranty - Liability - Exemption)

The sale of a warranty-covered vehicle a does not exempt the seller from direct liability, even if the tires are covered under a separate warranty provided by the manufacturer. The may pursue a claim under such warranty from the exclusive agent at any time, in accordance with the law.

(Challenge No. 31/2018 (A) Session Tuesday 01/10/2019)

Principle No. (1) - Judicial year (20)

Sale (Defect - Warranty - Compensation)

If the defect existed at the time of sale and the buyer was unaware of it, and the defect(s) prevent the buyer from the full use of the sold item in the manner for which it was intended, or if such defects reduce the item's value, the seller shall be liable for such latent defects that hinder

optimal use of the item. Upon discovering such latent defects, the buyer has the right to request contract termination or replacement of the item. Moreover, the buyer may seek compensation for damages incurred as a result of the seller's breach of obligations. The judge has discretionary authority to grant to the buyer's request.

(Challenge No. 720/2018 (B) Session dated Tuesday, 15/10/2019)

Principle No. (2) - Judicial year (20)

Sale (Third-Party Ownership - Invalidity - Person - Recognition)

The vehicle ordered to be sold is not owned by the Appellant, but rather by a legal entity with independent financial liability and legal personality. Accordingly, the sale pertains to property owned by a third party, which constitutes a flaw (defect) in the contested judgment, which requires the annulment thereof.

(Challenge No. 1099/2019 (A) Session dated Monday, 17/08/2020)

Principle No. (46) - Judicial year (20)

Sale (Price - Payment - Proof)

If the buyer and seller disagree over the payment of the price, the statement of the party in possession of the sold item shall prevail. The burden of proof lies on the party disputing it.

Challenge No. 731/2016, Supreme Court - Civil Department, Session dated Monday, 23/01/2017

Principle No. (45) - Judicial year (17 - 18)

Sale (Effects - Registration)

The existence of offer and acceptance between both parties to a sales contract validates and grants the contract concluded between them its

legal effects, even if it takes place outside the Real Estate Registry Office, on the grounds that the Real Estate Registration Law has not altered the consensual nature of the sales contract. Accordingly, a sales contract shall be effective upon the conclusion of the agreement, except for the transfer of ownership, which may be delayed until registration is completed.

Challenge No. 1322/2016, Supreme Court - Civil Department,
Session dated Monday, 30/01/2017

Principle No. (47) - Judicial year (17 - 18)

Sale (Validity - Effects - Registration - Execution - Penalty Clause - Forfeiture)

In reciprocal contracts, each party may withhold the performance of their obligations if the other party fails to fulfill their own obligations.

Challenge No. 1415/2016, Supreme Court - Civil Department,
Session dated Monday, 24/04/2017

Principle No. (52) - Judicial year (17 - 18)

Sale (Delivery - Commitment - Price)

The obligation to deliver, as stipulated in the sales contract, requires the Respondent to fulfill its obligation to pay the remaining balance of the price, as agreed upon in the contract.

Challenge No. 1153/2016, Supreme Court - Civil Department,
Session dated Monday, 28/11/2016

Principle No. (119) - Judicial year (17 - 18)

Sale (Validity - Invalidity) | Real Estate Registry (Registration)

A ruling was issued confirming the validity and enforceability of the sales contract, and a second sale took place after the ruling, constituting a clear violation of the authority of judicial rulings. The violator may not be rewarded by concluding the sale. However, failure to register the real estate sales contract in the Real Estate Registry does not invalidate the sale on the grounds that the Civil Transactions Law considers the sale effective by the mere conclusion of the agreement.

Challenge No. 1500/2015, Supreme Court - Civil Department,
Session dated Monday, 30/01/2017

Principle No. (131) - Judicial year (17 - 18)

Sale (Validity - Prejudice)

When the seller receives the price in a sales contract, the sale becomes final and binding, leaving no grounds for filing a prejudice case, especially where there is no fraud involved, as the seller set the price himself, and the buyer accepted it. As for the fluctuations in real estate prices, such fluctuations are not deemed grounds for claim in this case.

Challenge No. 1509/2016, Supreme Court - Civil Department,
Session dated Monday, 30/01/2017

Principle No. (133) - Judicial year (17 - 18)

Sale (Defect - Definition - Option) - Sale (Attributes - Defects - Difference)

The option of defect in commutative contracts applies even if it is not explicitly stipulated in the contract. For the defect option to be valid, the defect must meet the following conditions: To have existed in the sold item prior to the conclusion of the contract, to affect either its value or the buyer's intended purpose, and to have been latent.

A defect is the inherent issue in the sold item that reduces its value, utility, or suitability for its intended purpose.

An attribute, on the other hand, refers to the characteristics or conditions that distinguish the item and make it desirable for purchase. Attributes are different from defects, as defects are unexpected flaws that disrupt the natural integrity of the sold item. Scholars have different opinions on this matter. Some consider it to necessitate the guarantee for latent defects if it was stipulated in the contract, while others hold an opposite view.

Challenge No. 1151/2016, Civil Court, Session dated Monday 24/04/2017

Principle No.: (142) - Judicial year (17 - 18)

Sale (Obligation - Delivery - Price)

A sales contract involves reciprocal obligations: the seller is obligated to deliver the sold item and is entitled to the price, while the buyer is obliged to pay the price against the sold item. Accordingly, each party in a reciprocal obligation may withhold their performance until the other fulfills their respective obligation. As such, the buyer shall not be obligated to pay the price of the sold property unless and until the seller completes the procedures for transferring ownership at the housing authority. Accordingly, the buyer shall not be liable for payment of the sale price until the seller completes the transfer procedures with the Housing Authority.

Challenge No. 1269/2016, Civil Court, Session dated Monday, 24/04/2017

Principle No.: (144) - Judicial year (17 - 18)

Sale (Effects - Validity)

The effects of a sales contract extend to the heirs of the seller, who are consequently obligated to guarantee to the Appellant-buyer the right to use the sold land and benefit from its revenues, in accordance with the provisions of Article (392) of the Civil Transactions Law.

Challenge No. 70/2019 (C), Session dated Monday, 23/03/2020

Principle No.: (33) - Judicial year (20)

Sale (Seller - Right)

The seller retains the right to pursue the payment of the sale price from the Second Respondent's contract, in accordance with the provisions of Article (258) of the Civil Transactions Law, which stipulates that the debtor, after being notified, is obligated to perform its obligations in kind whenever possible.

Challenge No. 712/2019 (C) Session dated Monday, 01/06/2020

Principle No. (48) - Judicial year (20)

Sale (Price - Obligation - Buyer)

The buyer is obligated to pay the price upon entering into the contract, prior to receiving or claiming the sold item, unless otherwise agreed, as stipulated in Article 411) of the Civil Transactions Law.

Challenge No. 436/2019 (C), Session dated Monday, 14/10/2019

Principle No. (1) - Judicial year (20)

Sale (Price - Payment - Termination)

If the case file lacks evidence of full payment of the price and it is established that ownership of the disputed property has been

transferred to a third party in good faith, it becomes impossible to execute the sales contract, rendering it null and void.

Challenge No. 436/2019 (C) - Session dated Monday, 14/10/2019 -

Principle No. (1) - Judicial year (20)

Claim (Pre-emption - Proof – Causation)

A claim to affirm the right of pre-emption is contingent upon establishing its underlying cause, which is the disputed private road. The matter has been referred to the Court of Appeal to be reconsidered by a different panel.

Challenge No. 1742/2016 - Civil Session dated Monday, 15/01/2018

Principle No. (71) - Judicial year (17 - 18)

Pre-emption. "The time of its request"

The request for pre-emption shall be presented immediately. Hesitation or delay in exercising this right results in forfeiture.

Challenge No. 580/2010, Civil Court (B), Session dated Sunday, 27/02/2011

Principle No. (46) - Judicial year (11)

Pre-emption

A person's benefit from the watering rights of a well without ownership does not qualify as a basis for exercising the right of pre-emption, on the grounds that the person is not a partner therein.

Challenge No. 899/2011, Civil Circuit (A), Session dated Sunday, 20/05/2012

Principle No. (43) - Judicial year (12)

Preemption - Claim - Term.

The existence of a single wall and a shared gate between the shares of the pre-emption claimant and the person against whom pre-emption is sought constitutes grounds for partnership, which validates the right of pre-emption.

(Challenge No. 686/2013, Supreme Court - Civil Department (A), Session dated Sunday 07/01/2014)

Principle No. (47) - Judicial year (13 - 14)

Preemption - Adjacent Neighbor - Joint Ownership - Partner

Pre-emption may not be granted for an adjacent neighbor unless the property subject to claim is subject to an easement right. Pre-emption is valid in cases of joint ownership, where the property is jointly owned, and also in cases of adjacency when there is a mixture/ partnership in rights related to the sale, such as the existence of an easement right like a passage or other similar rights. The appellant, in this case, is merely a tenant and, as such, is not considered an owner. Therefore, raising this objection amounts to nothing more than an argument about the facts, as pre-emption is only valid for a co-owner in the subject property or a party with a mixed right of easement. Moreover, filing a pre-emption case against the seller is unjustified, as the seller's connection and rights to the sold property was severed upon the conclusion of the sale.

(Challenge No. 1123/2013, Supreme Court - Civil Department (C), Session dated Monday, 26/05/2014)

Principle No. (128) - Judicial year (13 - 14)

Preemption - Public Auction.

The Appellant is not entitled to preemption as the sale was conducted by auction in accordance with established Omani custom, without prejudice to the applicable rules.

(Challenge No. 831/2012, Supreme Court - Civil Department (C), Session dated Monday, 11/11/2013)

Principle No. (103) - Judicial year (13 - 14)

Preemption - Litigation - Price

Filing a pre-emption case against the seller is not a prerequisite for the exercise of pre-emption rights, as the pre-emption claimant may claim pre-emption from anyone. In principle, preemption cases are filed against the buyer, not the seller.

Depositing the sale price into the court treasury is not a prerequisite for exercising the right of pre-emption.

The court rules to grant pre-emption rights. Accordingly, the buyer waives the right of pre-emption pursuant to the judgment issued against the buyer, and hands over the price to the buyer who was denied the pre-emption right.

Challenge No. 1204/2014, Session dated Monday, 27/04/2014

Principle No. (91) - Judicial year (15 - 16)

Preemption (Water - Types - Conditions)

The court did not clarify whether the water in question was for potable water or whether there were historical rights attached thereto. If the water was used for the purpose of drinking and if the water grants pre-emption rights in all circumstances, customary practice shall be followed. If the water doesn't grant pre-emption rights in all circumstances, pre-emption rights shall be based on specific grounds,

such as a watercourse with five streams descending to each branch from the main watercourse. If the water rights are historical, the judgment shall follow the same rights. Whereas the court failed to establish the case based on customary practices, its ruling is deemed flawed.

Challenge No. 598/2015, Supreme Court - Civil Department, Session dated Monday, 29/02/2016

Principle No.: (121) - Judicial year (15 - 16)

Preemption (Water – Shared Ownership/ Partnership - Participation in Waiver)

The shared return flow of water between the subject property and the claimant's property creates a partnership, which constitutes a basis for the right of pre-emption.

Challenge No. 518/2016, Supreme Court - Civil Department, Session dated Monday, 26/12/2016

Principle No.: (124) - Judicial year (17 - 18)

Preemption

The right of pre-emption is only established after the occurrence of a pre-emption cause (entitling grounds). Therefore, the waiver that extinguishes the pre-emption right must take place after the conclusion of the sale, as the pre-emption claimant does not forfeit its right to exercise pre-emption because the property was offered to it before the sale, and the claimant expressed no interest in purchasing it at that time.

Challenge No. 92/2018/A - Session dated 15/10/2018

Principle No. (7) Judicial year (19)

Gift Contract (Pillars - Receipt)

While Islamic jurists have differed on whether receipt in the gift contract is a fundamental pillar for its validity or a condition for its enforceability, they have unanimously agreed that a father's gift to his minor child does not require receipt and that witnessing the gift suffices in place of receipt. This consensus has been adopted by the Omani legislator as stipulated in Article (449) of the Civil Transactions Law, which stipulates that: “The mere offer is sufficient in the gift if the donor is the guardian or custodian of the donee, and the gifted property is in their possession, as well as if the donee is a minor under the care of the donor”.

Challenge No. 1802/2016/C - Session dated 12/11/2018

Principle No. (9) - Judicial year (19)

Court (Interpretation - Contract - Conditions)

While the trial court has the absolute authority to interpret the provisions of the gift contract invoked by the Appellant, it shall remain bound by the clear intent of the parties. The court may not deviate from, distort, manipulate or misrepresent the contract’s provisions under the guise of interpretation.

Challenge No. 650/2019 (C) - Session dated Monday, 02/12/2019

Principle No. (13) - Judicial year (20)

Gift (Favoring Some Children Over Others)

When a mother grants a gift to some of her children and not others, as a token of appreciation for their devotion to her, their care for her affairs, and in recognition of their efforts to reclaim her rights, shall not be deemed as prohibited favoritism in gifts, on the grounds that such preference was not intended to harm, show bias, or prioritize a child

over the others unfairly, but rather as compensation for the service the son provided out of filial duty to his mother. For example,

Challenge No. 67/2011, Sharia Court, Session dated Saturday, 25/02/2012

Principle No. (12) - Judicial year (12)

Gift

In the subject of favoring one of the children in gifts - the subject of prohibited favoritism in gifts is disputed among scholars - the judge may accept any opinion of Muslim scholars, as long as it is not an abandoned opinion, in the absence of a civil law.

(Challenge No. 239/2012, Supreme Court - Civil Department (A), Session dated Monday, 17/12/2012)

Principle No. (23) - Judicial year (13 - 14)

Gift - Contract - Proof.

The Appellant failed to present any evidence or even circumstantial evidence to support its claim that the subject contract is a gift contract. The first instance judgment, which was confirmed by the contested judgment, addressed this claim through the testimony of the witnesses and the assignment contract, which was explicitly titled Contract of Assignment to First-Degree Relatives.

(Challenge No. 1134/2012, Supreme Court - Civil Department (C), Session dated Monday, 30/12/2013)

Principle No. (106) - Judicial year (13 - 14)

Terminal Illness - Receipt - Gift

Receipt or possession is essential in the context of gifts, as for example, Aisha (May Allah be pleased with her), did not take possession (receive) the gift during her father's lifetime, leading it to be reverted to inheritance. Her father told her during his terminal illness that since she had not taken possession of the gift, the gift was to be distributed among all heirs. Thus, receipt of the gift is deemed a requirement for the validity of the gift. As for the issue of equal treatment among children, such issue pertains to another matter, which was highlighted by Sheikh Khalili. Although there is an opinion suggesting that receipt/ possession is not required for minors, the prevailing and well-known view is that receipt/ possession is necessary.

(Challenge No. 593/2012, Supreme Court - Civil Department (C), Session dated Monday, 30/12/2013)

Principle No. (109) - Judicial year (13 - 14)

Gift - Exploitation - Illness - Will - Defect - Invalidation

If the donor is suffering from psychological disorders and has been undergoing prolonged psychological treatment prior to the gift contract, and if they are diagnosed with paranoid schizophrenia (post-schizophrenic depression), accompanied by feelings that people are trying to harm or control them, hearing voices commanding them to harm others, and experiencing fear of people and growing paranoia, this invalidates the gift.

Exploitation is considered a defect in consent, and its existence results in the relative invalidity of the contract, which does not restrict the judge – in its discretion – to invalidate the contract. Exploitation symbolizes an imbalance in obligations and occurs not only in commutative contracts but also in donation acts, whether contracts like gifts or unilateral legal actions, such as wills.

Challenge No. 686/2014, Supreme Court - Civil Department (C),
Session dated Monday, 29/12/2014

Principle No. (84) - Judicial year (15 - 16)

Gift (Contract - Condition)

One of the essential requirements of a gift is the actual possession of the gifted property by the recipients, which is established in favor of the Respondents. Moreover, the donor's intent to donate and transfer ownership during its lifetime is evident. Thus, all elements of the contract have been fulfilled, including offer, acceptance, legal capacity, consent, and absence of defects in intent. The failure to register the press in the name of the recipients with the relevant authority does not invalidate the gift as long as there is evidence of the donor's acknowledgment.

Challenge No. 28/2019 (C) - Session dated Monday, 06/07/2020

Principle No. (57) - Judicial year (20)

Judgment (Criminal - Acquittal - Res Judicata)

An acquittal judgment based on doubt about the Defendant's liability, insufficient evidence for conviction, or the absence of the charge, does not prevent adjudicating a civil case for compensation based on the presumed civil liability of the Defendant as the custodian of the object that caused the damage.

Therefore, whereas the accident occurred due to the vehicle, fault is presumed, and there is no restriction on the court in examining liability, and the dismissal of the case does not constitute a limitation to the court in this regard.

Challenge No. 27/2020 (B) - Session dated Sunday, 13/09/2020

Principle No. (23) - Judicial year (20)

Criminal Judgment (Res Judicata - Civil Court - Harm)

Res Judicata of a criminal judgment before the civil court shall be limited to the issues that were essential for its ruling, namely the fault of the Defendant and the causality between the fault and the damage. Accordingly, the criminal judgment's exclusion of the victim's contribution to the fault or its confirmation of their participation in the fault is deemed secondary to the conviction ruling, as the determination of whether the victim contributed to the fault or not only affects the penalty imposed. Therefore, the civil judge is always entitled to affirm that the damage arose solely from the act of the Defendant without involvement from anyone else, and may also decide that the victim or other parties contributed to causing the damage, even if the criminal judgment denies such involvement. The civil judge shall take that into account when assessing compensation.

Challenge No. 176/2019 (B) - Session dated Sunday, 29/12/2019

Principle No. (5) - Judicial year (20)

Ruling (Sharia based - Conclusive - Authoritative)

A Sharia-based ruling resolves the dispute and settles the claim. In principle, the ruling is assumed to be correct and valid and serves as evidence to conclusively end the conflict between the parties. The injured party, being the predecessor of the Appellants, has the right to demand compensation, which has been established due to the criminal act that resulted in such injuries stemming from the incident caused by the vehicle insured by the Respondent company, where the driver of said vehicle has been criminally convicted in the aforementioned criminal ruling. Accordingly, the Appellants are entitled to claim compensation for the injuries sustained by their predecessor, as outlined in the medical reports.

Challenge No. 297/2019 (B) - Session Sunday 09/02/2020

Principle No.: (10) - Judicial year (20)

Ruling (Appeal - Deadline - Commencement)

The period for filing an appeal commences on the day following serving the legal notice of the judgment to the Defendant, provided that the Defendant was absent from all the sessions scheduled for hearing the case and failed to submit a memorandum of defense. The last paragraph of Article (204) further states that the notice of the judgment shall be served directly to the Defendant (in person) or at their primary residence. The legislator's intent is to ensure that the notified party is fully aware of the judgment.

Challenge No. 366/2019 (B) - Session dated Monday, 21/10/2019

Principle No. (4) - Judicial year (20)

Judgment (Court of Appeal – Grounds of the First Instance Judgment)

It is not permissible to fault the ruling of the Court of Appeal for adopting the grounds of the First Instance ruling, which addressed the defenses/ pleas in a justifiable and legal manner, provided that the Appellant did not present new substantive defenses or arguments, and the Primary Court did not overlook addressing any argument or defense that would have significantly impacted the outcome thereof.

Challenge No. 399/2019 - Session dated Monday, 21/10/2019

Principle No. (8) - Judicial year (20)

Judgment (Pronouncement - Judge's Absence - Defense - Breach)

Article (166) of the Civil Procedures Law does not require providing a clarification for the reason for which the judge was absent from the session in which the judgment is pronounced. Furthermore, the contested judgment did not violate the right to defense.

Challenge No. 380/2019 (A) - Session dated Monday, 23/04/2020

Principle No. (39) - Judicial year (20)

Judgment (Case Description - Evidence)

A judgment for the determination of facts does not create a right nor establish evidence; rather, it is a precautionary measure intended to preserve rights.

Challenge No. 519/2019 (C) - Session dated Monday, 06/01/2020

Principle No. (21) - Judicial year (20)

Judgment (Grounds - Sufficiency)

The grounds provided by the judgment are insufficient to determine whether the promise to contract with the Respondent (the worker) was fulfilled and whether the Appellant breached its obligation to execute such promise, as well as the consequences of such breach, which constitutes deficient substantiation rendering the judgment flawed and requires annulment.

(Challenge No. 743/2017 - Session dated Monday 09/12/2019)

Principle No. (18) - Judicial year (20)

Judgment (Resolution - Legitimacy)

Whereas the contested judgment concluded the legitimacy of the Appellant's dismissal, on the grounds that the project assigned to the Respondent was completed, despite the fact that the Appellant's employment contract with the Respondent was not linked/ connected to a specific project and was of an indefinite term, the judgment was issued in violation of the law, rendering it subject to annulment.

(Challenge No. 1024/2018 - Session dated Monday, 30/12/2019)

Principle No. (25) - Judicial year (20)

Judgment (Draft - Inclusion - Signature)

The draft judgment shall be signed by the presiding judge and all members of the panel at the time of its pronouncement; otherwise, it the judgment shall be deemed invalid. Moreover, the draft shall include the grounds on which the judgment was based; Failure to do so renders the judgment invalid. The legislator, therefore, mandates that the draft judgment, containing its grounds, shall be deposited with signatures from all members of the issuing panel. Otherwise, the judgment shall be deemed null. It is not sufficient for all members of the panel to merely sign the document containing the operative part of the judgment, especially if such document is separate from the documents containing the grounds of the judgment, as the legislator requires both the grounds and the operative part of the judgment to be signed together.

(Challenge No. 709/2019 - Session dated Sunday, 07/06/2020)

Principle No. (40) - Judicial year (20)

Judgment (Preliminary Judgment - Appointment of Expert - Revocation)

The court's abandonment of the grounds based on which the expert issued its report, which significantly impacts the resolution of the case, faults the judgment for deficient substantiation and therefore requires annulment.

(Challenge No. 684/2019 (B) - Session dated Tuesday, 23/06/2020)

Principle No. (40) - Judicial year (20)

Judgment (Criminal - Res Judicata)

A criminal judgment, whether of acquittal or conviction, does not have the binding force of res judicata in civil courts for claims where no final decision has been issued regarding the occurrence of the crime, its legal classification, or its attribution to the perpetrator. However, the res judicata of a criminal judgment shall prevail, even if the cause, subject matter, and parties are not identical. Such binding nature is an exception to the general rules concerning res judicata judgments, as stipulated in Article (55) of the Law of Evidence. The unity of the incident and its attribution to the perpetrator shall be deemed sufficient for invoking res judicata, on the grounds that criminal cases are initiated to pursue a public right under the jurisdiction of the public prosecution. This gives the criminal judgment binding force on all parties, even those who were not parties to the criminal case. However, one of the conditions for the criminal judgment to have the binding force of res judicata before civil courts is that a final judgment has been issued therein, either by acceptance from the convicted party or by the expiration of the appeal deadline.

(Challenge No. 1023/2018 (A) - Session dated Wednesday 15/01/2020)

Principle No.: (16) - Judicial year (20)

Harm (Publication - Proof)

The judgment established the occurrence of harm, within its discretionary authority, stating that such harm consisted of others sharing credit for the Plaintiff's publications without having contributed to its creation or obtaining the Plaintiff's consent, as well as the cessation of book sales and the inability of the Plaintiff to benefit from their work through multiple reprints that could have generated financial income.

Challenge No. 483/2019 (A) - Session dated Monday 12/09/2019

Principle No. (22) – Judicial year (20)

Damage (Disability – Percentage – Amendment)

It is not permissible for the court to treat the general disability percentage mentioned in the report as an independent disability for each body part listed, thereby justifying additional compensation, as such consideration would turn compensation into a source of enrichment. Accordingly, it is not permissible for the court to treat the general disability percentage mentioned in the report as an independent disability for each body part listed, thereby justifying additional compensation, as such consideration would turn compensation into a source of enrichment. Accordingly, if the medical reports lack precision in detailing the injuries, their type, location, and the resulting disability—whether it restricts movement, the use of a body part, or causes impairment—then the disability may not be regarded as an independent component of damage that warrants separate compensation beyond the compensation awarded for the injury itself.

Challenge No. 94/2020 (B) - Session dated Sunday, 13/09/2020

Principle No. (25) - Judicial year (20)

Damage (Disability - Percentage - General - Specific – Determination)

The general disability percentage shall not be deemed an independent component of damage, and it is not permissible for the court to award compensation for it. What was stated in the criminal judgment cannot be interpreted as legislation justifying compensation, as compensation for injuries is governed by jurisprudential principles. The correct interpretation is that compensation for the disability percentage becomes permissible when it aligns with the relevant principles. Such principles allow for compensation if the disability specifically pertains to a particular body part, meaning the injury has prevented the affected body part from returning to its pre-injury state. In this case, compensation shall be limited to reparation, for instance, if the injury led to a reduction in the functionality of the body part, a deformity, or

a poorly healed fracture. In such cases, the court may, using the disability percentage estimated by competent medical authorities as a reference, determine supplementary compensation in addition to the original compensation, to achieve the intended purpose of compensation, which is to achieve reparation.

Challenge No. 24/2020 (B) - Session dated Sunday, 13/09/2020

Principle No. (25)

Sale - Invalid - Unspecified Subject Matter - Inability to Collect - Effects

It is established in legal rulings that an acknowledgment is binding only upon the person presenting it and does not extend to others (Article (60) of the Omani Law of Evidence). In this light, and whereas the sale to the Respondent was based solely on the housing receipt, it is deemed to involve risk, gambling, and unawareness of the outcome, leading to corruption due to its risk and uncertainty, which is prohibited by Islamic Sharia and law. Accordingly, the sale is deemed invalid, as it pertains to an undefined subject matter and the price of which could not be collected at the time.

(Challenge No. 563/8102/2022 - Session dated 09/10/2023)

Sale – Condition – Known Subject Matter – Due Diligence

For a sale to be valid, the thing sold must be sufficiently definite to the buyer by having its conditions and distinguishing characteristics described, and if the thing sold were present, an indication thereof shall suffice (Article 355 of the Civil Transactions Law). The sale shall only be deemed valid if the sold item is specific, clearly defined, and legally owned by the seller, who is able to deliver the sold item to the buyer. Delivery shall be by putting the thing sold at the disposal of the buyer, so that he shall be enabled to possess and transfer the same without any hindrance, even if no physical delivery

is made (Article 385 of the Civil Transactions Law).

(Challenge No. 563/8102/2022 - Session dated 09/10/2023)

Effects - Obtaining Compensation for Conciliation – Consequences

- It is established in Sharia and the law that no person may resile from what he has (conclusively) performed.

- It is established by law in Article 612 of the Civil Transactions Law that "1- Conciliation shall result in that the right of the conciliating party shall be transferred to the consideration that is the subject-matter of the conciliation and the relinquishment of his right that was the subject-matter of the dispute. 2- Conciliation shall be binding to both parties, and neither of them nor their heirs may revoke said conciliation". The validity of the judgments issued shall not be undermined, as it has been definitively established that such judgments were the subject of a subsequent conciliation that was neither contested nor annulled in any legally prescribed manner, which grants them the binding force of res judicata as per Article (55) of the Omani Law of Evidence, which prohibits the acceptance of evidence contradicting their authority. Accordingly, the court invoked res judicata, by itself, in accordance with Article (111) of the Omani Civil and Commercial Procedures Law, rendering the judgment issued in sound application of the law.

(Challenge No. 891/8102/2022 - Session dated 09/10/2023)

Requests - Failure to Respond - Effects - Deficient Substantiation

One of the fundamental duties of the trial court is to ensure that all parties to the case are subject to litigation according to the prescribed procedures regarding the attendance of the sessions, examining the evidence to uncover the truth and grant everyone their dues. Whereas the Appellant maintained its requests to refer the case for investigation, appoint two experts - one in agricultural matters and another in

accounting, and request a decisive oath if the Defendants were present (as required). However, the court failed to address his requests and instead ruled to dismiss the case, on the grounds of insufficient evidence, which constitutes deficient substantiation, and therefore requires annulment of the judgment.

(Challenge No. 936/8102/2022 – Session dated 09/10/2023)

Harm - Accident - Insurance - Effect

It is established in legal rulings that the injured party from an accident involving an insured vehicle is entitled to directly file a claim against the insurance company to seek compensation for the damage sustained as a result of the accident. This right is derived directly from the law, provided the liability of the vehicle's driver is established, even if the driver is not affiliated with the insured party or the insured party itself is not held liable.

(Challenge No. 983/8102/2022 - Session dated 09/10/2023)

Judgment - Conditions - Breach - Effects - Deficient Substantiation - Invalidity of Evidencing.

It is established in jurisprudence and law that should a duty not be fulfilled except by a matter, that matter becomes a duty. Whereas the contested ruling sufficed with confirming the appealed judgment regarding the grievance without authorizing the Police to deliver the vehicle to its owner after the settlement of fines and penalties by the petitioner, the judgment is rendered marred by deficient substantiation and invalidity of evidencing, which requires the annulment of the judgment

(Challenge No. 992/8102/2022 - Session dated 09/10/2023)

Permanent Total Disability - Definition - Royal Decree (72/91)

The definition of permanent physical disability, as set forth in Royal Decree (72/91) promulgating the Social Insurance Law, is A disability caused by injury or occupational disease, which in the opinion of the Medical Committee has resulted in total permanent loss of the ability to earn, provided that the percentage or the total percentages of the loss of the ability to earn as indicated in Table (2) attached herewith, is one hundred percent or more.

Challenge No. 1242/8102/2021 - Session dated 09/10/2023

Judgment - Inadmissibility of the Case - Definition - Effect

A judgment dismissing a case for insufficient evidence does not limit the ability to re-file the case once sufficient evidence supporting its validity is provided. Whereas the right was established through the Respondent's acknowledgment of partnership in the disputed property, as supported by the subject title deed, the Court of Appeal dismissal of the Appellant's case on the grounds of insufficient evidence, without properly investigating the matter, constitutes misapplication of the law, as the Appellant is deemed a partner in the land, as substantiated by the title deed, which still bears their name.

(Challenge No. 935/8102/2022 - Session dated 16/10/2023)

Challenge - Before the Supreme Court - Conditions - Validity of the Power of Attorney

As stipulated in Article 244 of the Civil Procedure Law, the challenge filed before the Supreme Court shall be accompanied by a valid Power of Attorney. Given that the attorney’s Power of Attorney representing the Appellants was limited to a two-year validity period, expiring on 29/11/2021, the appeal has been filed with an expired Power of Attorney pursuant to Article 694, Paragraph 2 of the Civil Transactions Law. Accordingly, the court ruled to dismiss the Challenge in form and

in subject due to lack of capacity of the attorney filing the case, charging the claimant with the costs and the confiscation of the deposit.

(Challenge No. 920/8102/2022 - Session dated 23/10/2023)

Compensation Claim - Administrative Dispute - Jurisdiction of the Administrative Court - Plea of Lack of Jurisdiction - Public Order - Effects

The Administrative Court has the exclusive jurisdiction in the adjudication of compensation claims related to administrative disputes, whether such claims are filed as primary or ancillary claim.
It is established in rulings, as well as under Articles 110, 111, 112, and 260 of the Civil Procedure Law, that pleading lack of jurisdiction pertains to public order, and is ruled upon by the court by itself or raised by the litigants at any stage of the proceedings. Accordingly, the contested ruling was issued to lack of jurisdiction, and therefore, was correct in its application of the law. Accordingly, this court rules to confirm the ruling in such matter.

(Challenge No. 939/8102/2022 - Session dated 23/10/2023)

Private and Public Property – Inviolability - Effects

It is judicially established that private and public properties are inviolable and may not be infringed upon except as required by law or agreed upon.

(Challenge No. 1109/8102/2022 - Session dated 30/10/2023)

Executory Deed - Definition - How to Carry out

Enforcement against the judgment debtor strictly adheres to the terms outlined in the executory deed, without any excessive increase or decrease. Compensation is assessed based on the circumstances and

context of the error and the resulting damage, ensuring that compensation does not become an undue burden on the judgment debtor without justification by factual evidence and the rule of law.

(Challenge No. 13/8102/2022 - Session dated 06/11/2023)

Trial Court - Appointment of an Expert – Discretionary Authority - Conditions

It is established in the rulings of this court that the trial court shall defer to expert testimony if the adjudication of the case hinges on technical issues that fall outside its knowledge or expertise. The court shall rely on experts to uncover the truth based on the evidence presented. Accordingly, the court shall rely on qualified professionals to ensure a well-informed and accurate judgment based on the facts and evidence presented.

(Challenge No. 1119/8102/2022 - Session dated 06/11/2023)

Trial court - Discretionary Authority - Assessment of Witnesses and Evidence - Conditions of Possession

The trial court has the discretionary authority to assess witnesses' testimony and evidence and make its conclusion, as long as it bases its judgment on sufficient grounds established in the documents. The court exercises discretion in evaluating witness statements as ascertained and to the conviction and conscience of the court. The court may rely on the testimony of one witness over another based on the testimony it deems credible and consistent with its convictions, subject solely to the discretionary authority of the trial court, unless the court's interpretation deviates from its intended meaning of the testimonies or evidence.

In matters of possession, the claimant shall demonstrate apparent ownership through actual control and possession of the property. Also, such possession was established prior to the year (1970), as supported by evidence indicative of such possession. Determining whether the signs present on the land indicate possession before 1970 is subject to the discretionary authority of the trial court, as long as its judgment is justifiable and based on sound grounds.

(Challenge No. 1137/8102/2022 - Session dated 06/11/2023)

Contract - Prior Legislation – Remaining Effects

It is established in rulings that if a contract was validly concluded under the provisions of a prior legislation, it shall remain valid and shall continue to be legally effective unless its termination is established, either by mutual agreement or other means stipulated by law.

(Challenge No. 1201/8102/2022 – Session dated 13/11/2023)

Possession – Requirements of Apparent Ownership – Actual Possession

In matters of possession, the claimant shall demonstrate apparent ownership through actual control and possession of the property. Also, such possession was established prior to the year (1970), as supported by evidence indicative of such possession. Determining whether the signs present on the land indicate possession before 1970 is subject to the discretionary authority of the trial court, as long as its judgment is justifiable and based on sound grounds

(Challenge No. 1259/8102/2022 – Session dated 13/11/2023)

Denial – Inadmissibility – After Admission

It is legally established that an admission made during proceedings is binding and cannot be subsequently denied. Any denial shall be rebutted by referring to the record of the session minutes.

(Challenge No. 1281/8102/2022 - Session dated 13/11/2023

Litigation Procedures – Definition - Effects

Litigation procedures are designed to safeguard the rights of the parties while preventing unnecessary delays in resolving disputes. When a forgery claim is dismissed based on conclusive forensic evidence, and the court provides the concerned party with reasonable time to respond, this reflects proper application of the law. If the Appellant is unable to present any new evidence to challenge the judgment or refute the forensic findings, their challenge shall be deemed an unfounded contestation. Accordingly, the court rules to dismiss the challenge.

(Challenge No. 925/8102/2023 - Session dated 27/11/2023)

Judgment - Res judicata – Definition

It is established that judgments that have acquired the force of res judicata shall be conclusive in the matter subject to dispute. No evidence may be admitted to undermine the force of res judicata.

(Challenge No. 1298/8102/2022 - Session dated 27/11/2023)

Trial court - Jurisdiction – Restrictions

Although the trial court has the discretionary authority to acquire an understanding of the facts of the case, examine and consider the defenses of the parties, and interpret their intended arguments, the court remains obligated to base its rulings on evidence that is established in the case documents, and justified by factual evidence and the rule of law.

(Challenge No. 1386/8102/2022 - Session dated 27/11/2023)

Judgment - Res Judicata - Definition – Effects

Judgments that have attained the force of res judicata shall be binding in the matter subject to adjudication. No evidence may be admitted to undermine the force of res judicata. However, the force of res judicata shall only be binding to disputes involving the same parties, maintaining their original capacities, and concerning the same subject matter and cause of action. The court shall rule to the force of res judicata, by itself, as stipulated in Article 111 of the Civil and Commercial Procedures Law.

(Challenge No. 1461/8102/2022 - Session dated 27/11/2023)

Penal Laws, Tax Laws, and Financial Dues - Article (75) of the Basic Statute of the State

Article (75) of the Basic Statute of the State stipulates that: “The provisions of the Law shall only apply to events subsequent to the date of their coming into force. They shall have no effect on events prior to that date unless otherwise stipulated therein. This exception shall not include laws relating to penal, taxation and financial dues.

(Challenge No. 49/8102/2023 - Session dated 04/12/2023)

Judgment – Court's Obligations – Addressing Defenses and Pleas – Decisive Oath – Ordering the Oath – A Right for Both Parties

The legislator obligates courts to address and evaluate all substantive defenses and pleas raised by the parties in its judgment based on the factual and legal elements of the case, then provide grounds for its opinion. The legislator has stipulated that deficiencies in substantive evidence render the judgment void, given the critical importance of defenses in the process of adjudication.
It is established in the Law of Evidence that either party has the right to request that a decisive oath be administered to the opposing party.

The Appellant/ Plaintiff requested that a decisive oath be administered to the Respondent/ Defendant regarding the latter's liability for the subject debt. Whereas the requested decisive oath directly concerns the Respondent/ Defendant personally and pertains to a specific legal matter critical to resolving the dispute and closing the litigation, and whereas the request falls within the scope of the case and does not constitute a violation of public order or morality, the court was then obligated to grant the Appellant/ Plaintiff's request in this regard, and the dispute would've been resolved if the Respondent/ Defendant had taken the oath.

(Challenge No. 1443/8102/2022 - Session dated 04/12/2023)

Absence - Without Justification - Effects

It is legally established that a party who willingly fails to attend may not rely on not being served the notice as a justification for absence in accordance with the law.

(Challenge No. 1449/8102/2022 - Session dated 04/12/2023)

Contract - Non-performance - Effects - Paragraph (1) of Article 172 of the Civil Transactions Law

It is legally established that a court may not issue a judgment on the same matter twice. Furthermore, a party harmed by the non-performance of a contract may not demand both rescission of the contract and payment of the price simultaneously, even in two separate cases, on the grounds that that executing a judgment for payment of the price eliminates the need for rescission of the contract, and likewise, a judgment for rescission eliminates the need for payment of the price. Allowing simultaneous claims would result in unjust enrichment for one contracting party at the expense of the other, which the legislator aimed to prevent through the prohibition set forth in Paragraph (1) of Article 172 of the Civil Transactions Law.

(Challenge No. 1495/8102/2022 - Session dated 04/12/2023)

Contract - Binding Contract for Both Parties - **Provisions of the Contract - Article (171/1) of the Civil Transactions Law - Effects**

Article (171/1) of the Civil Transactions Law stipulates that: "In bilateral contracts, should any of the contracting parties fail to perform his obligations under the contract, the other contracting party may, after serving a notice to the debtor, claim for the execution or rescission of the contract", which indicates that the Appellant had previously chosen to pursue the claim for payment of the sale price in execution of the terms of the contract between him and the respondent.

(Challenge No. 1496/8102/2022 - Session dated 04/12/2023)

Court – Discretionary Authority - Assessment of Witnesses

The trial court has the discretionary authority to assess witnesses' testimony and evidence, and make its conclusion, as long as it bases its judgment on sufficient grounds established in the documents. The court exercises discretion in evaluating witness statements as ascertained and to the conviction and conscience of the court. The court may rely on the testimony of one witness over another based on the testimony it deems credible and consistent with its convictions, subject solely to the discretionary authority of the trial court, unless the court's interpretation deviates from its intended meaning of the testimonies or evidence.

(Challenge No. 1589/8102/2022 - Session dated 04/12/2023)

Trial Court – Discretionary Authority – Examination of Defenses – Evaluation and Investigation of Defenses and Pleas

The trial court shall thoroughly evaluate the parties' arguments and investigate the defenses and pleas presented before it. It was established that the Appellant requested the court to hear his witnesses' testimonies to confirm the facts or to administer a decisive oath to the opposing party. However, the contested ruling was issued to confirm the appealed ruling, disregarding the Appellant's request in this regard.

Accordingly, the judgment was unfounded and necessitates its annulment.

(Challenge No. 68/8102/2023 - Session dated 11/12/2023)

Judgment – Legal Grounds – Requirement to State the Violation and its Grounds – Possession – Condition

It is insufficient to merely claim that a judgment was issued in violation of the law or its interpretation. Rather, the specific violation and its impact on the judgment should be clearly stated. Whereas the grounds for challenge lacked clarification of the aforementioned faulting of the judgment. Whereas the Respondent argues that the Appellant's right has been extinguished due to statute of limitations. Whereas the Appellant's claim pertains to recovery of possession of movable property, the ownership of which is claimed by the Appellant, which was filed more than one year after the dispute occurred, which in turn extinguishes the Appellant's right to claim due to the statute of limitations, such argument is unfounded.

It is legally established that: "good faith is a prerequisite for possession. If possession is accompanied by coercion or compulsion, it has no legal effect on the party subjected to coercion or compulsion."

Challenge No. 152/8102/2023 - Session dated 11/12/2023)

Judgment - Purpose - Dispute Resolution - Violation - Effects - The Judgment is Rendered marred by Deficient Substantiation and Invalidity of Evidencing

Judgments are intended to resolve disputes definitively and prevent complications during enforcement. Whereas the contested judgment ruled on matters not requested by the litigants and failed to clearly define the area involved, the judgment therefore lacked clarity, leading to difficulties during execution, which renders the judgment deficient in substantiation and evidentiary invalid, necessitating annulment of the judgment.

Challenge No. 1456/8102/2022 - Session dated 11/12/2023

Contract - Pacta sunt servanda (a contract is binding upon contracting parties) - Effects

The burden of proof lies with the claimant. In the matter of contracts, the principle is pacta sunt servanda (a contract is binding upon contracting parties), and if the terms and expressions of a contract are clear and explicit, no implicit inference shall be considered. It is established that the Power of Attorney granted to the Respondent's representative was limited to completing the transfer of ownership procedures to the Appellant before the Housing Authority. Therefore, the Power of Attorney's scope may not be extended beyond the powers stated therein to include receiving the price, as the scope of the powers restricted by agreement may not exceed the boundaries set by law, agreement, or custom. Whereas the Appellant failed to provide evidence establishing payment of the remaining sale price to the Respondent and relied solely on witness testimony without presenting proof, the court's decision to charge the Appellant with the payment of the subject amount was sound and justified. The court may disregard the witness testimony, if it is deemed inconclusive, especially as it does not prevail over the Power of Attorney issued in writing before the notary public.

Challenge No. 1529/8102/2022 - Session dated 11/12/2023

Judgment - Conditions - Disregard - Deficient Substantiation - Invalidity of Evidencing, Violation of the Right of Defense

It is legally established that the court shall examine the defenses raised by the litigants, thoroughly examine and address the submitted documents, otherwise, the judgment shall be deficient in its substantiation, evidentiary invalid, and violate the right to defense.

Challenge No. 1592/8102/2022 - Session dated 11/12/2023

Decisive Oath - Request - Conditions - Articles 67 to 76 of the Law of Evidence

It is legally established that Articles 67 to 76 of the Law of Evidence include provisions on the administration of the decisive oath and the conditions under which it may be invoked at any stage of the proceedings. The judge shall grant the request if its conditions are met, i.e. the oath pertains to the subject matter of the case, is relevant to its resolution, and does not contravene public order. The Judge may also reject the request if it is deemed irrelevant or if the request is abusively made by the opponent. The decisive oath constitutes an appeal to the conscience of the opposing litigant to resolve the entire dispute, or a part thereof, in situations where the requesting litigant lacks sufficient evidence to prove its claim.

(Challenge No. 6/8102/2023 - Session dated 08/01/2024)

Formal Instruments - Evidentiary Value - Paragraph (1) of Article 11 of the Law of Evidence

It is stipulated in Paragraph (1) of Article 11 that: “A formal instrument shall be legally valid vis-à-vis all people in terms of all actions recorded therein performed by its writer within the limits of his mandate, or signed by the persons concerned in his presence, unless it is proven to be a counterfeit by the legally prescribed means”.

(Challenge No. 30/8102/2023 - Session dated 08/01/2024)

Evidence - Witness Testimony

Witness testimony is a recognized means of proof. Whereas the contested judgment is based on the testimony of the aforementioned witnesses, it is deemed justified by factual evidence and the rule of law, rendering the challenge unfounded and necessitated dismissal.

(Challenge No. 31/8102/2023 - Session dated 08/01/2024)

State-Owned Land - Definition - Exception

It is legally established and as stipulated in the Lands Law promulgated by Royal Decree No. 5/1980 and its executive regulations that all lands within the Sultanate are owned by the State, except lands that are explicitly exempted by a special provision. Public State properties may not be disposed of in any way unless they no longer hold any public interest by virtue of special law, through endowment, by establishing ownership by Omani individuals, or by demonstrating that ownership has been acquired in accordance with the provisions of the law.

(Challenge No. 57/8102/2023 - Session dated 08/01/2024)

Witnesses - Evidence – Assessment – Discretionary Authority of the Trial Court

The trial court has the discretionary authority to assess witnesses' testimony and evidence, and make its conclusion, as long as it bases its judgment on sufficient grounds established in the documents. The court exercises discretion in evaluating witness statements as ascertained and to the conviction and conscience of the court. The court may rely on the testimony of one witness over another based on the testimony it deems credible and consistent with its convictions, subject solely to the discretionary authority of the trial court, unless the court's interpretation deviates from its intended meaning of the testimonies or evidence.

In matters of possession, the claimant shall demonstrate apparent ownership through actual control and possession of the property. Also, such possession was established prior to the year (1970), as supported by evidence indicative of such possession. Determining whether the signs present on the land indicate possession before 1970 is subject to the discretionary authority of the trial court, as long as its judgment is justifiable and based on sound grounds.

(Challenge No. 235/8102/2023 - Session dated 08/01/2024

Judgment - Civil Case - Conditions - Predominance of the Stronger Evidence

It is legally established that rulings in civil matters are based on the predominance of the strongest and most conclusive evidence, rather than relying on presumptions, if the evidence is established. While cheques are generally presumed to be instruments of payment and debt settlement, in cases where there is a dispute regarding their purpose, the court shall investigate the intent for which the cheques were issued.

(Challenge No. 1553/8102/2022 - Session dated 08/01/2024)

Judgment - Conditions - Certainty - Valid Legal Principles

It is established both under Sharia and by law that judgments shall be based on conclusive evidence that satisfies the court. The court's decision shall be founded on the substantiated evidence in the case files and documents. The trial court is required to issue its judgment based on certainty and clarity, free from ambiguity, and supported by sound legal grounds. This principle ensures that the process for granting land ownership adheres strictly to specific laws and procedures that must be followed without deviation. The evidence relied upon in the judgment must serve as valid proof to establish the Respondents' possession.

(Challenge No. 1611/8102/2022 - Session dated 08/01/2024)

Compensation – Assessment of Compensation – Discretionary Authority of the Court - Right to Accept the Expert's Report

It is legally established that the assessment of compensation is subject to the discretionary authority of the trial court. The court's decision shall not be rendered marred by relying on the expert's report, provided that the report adheres to the required procedures and is based on evidence supported by the case files and documents submitted by the litigants.

(Challenge No. 112/8102/2023 - Session dated 15/01/2024)

Fraud – Misrepresentation – Contract – Vitiation of Consent

It is legally established that fraud and misrepresentation by a contracting party vitiate consent in contracts and constitutes grounds for invalidating the transactions based on such contracts.

(Challenge No. 134/8102/2023 - Session dated 15/01/2024)

Expert Report - Court's Right to Accept the Expert's Report - Effects - Exclusion

The court has the right and the discretionary authority to decide to disregard the expert's findings, if the court finds that the expert's report does not align with the correct application of the law or the purpose of the appointment, which is the Core of its tasks/ duties. Whereas the appointing court found that the expert failed to adhere to the required procedures, the court’s decision to disregard the report is justified and cannot be faulted, particularly as the grounds for disregarding the expert's report were stated in the text of the judgment, as stated in the contested judgment.

(Challenge No. 221/8102/2023 - Session dated 15/01/2024)

Decisive Oath - Directed to the Denying Party – Consequences

It is legally established that the decisive oath is directed to the denying litigant, and that the litigant requesting the oath is deemed to have waived all other evidence.

(Challenge No. 1425/8102/2022 - Session dated 15/01/2024)

Contracts - Interpretation – Construction - Consideration

Consideration in the interpretation of contracts is given to intent and meaning, not merely to wording and structure. In cases of ambiguity, the contractual terms should be interpreted in relation to one another,

allowing the court to derive the parties' true intent based on the overall context and purpose of the agreement.

(Challenge No. 140/8102/2023 - Session dated 29/01/2024)

Statute of limitations - General succession - Date of knowledge

It is established in both jurisprudence and judicial rulings that the statute of limitations against a general successor begins from the date it becomes aware of the nullity.

(Challenge No. 1576/8102/2022 - Session dated January 29, 2024)

Judicial Admission – Definition - Binding Effect on the Admitting Party

It is legally established that a judicial admission is a statement made by a person during the course of proceedings, acknowledging a legal fact in favor of the opposing party. Such admission constitutes conclusive evidence against the admitting party and applies only thereto. Therefore, the court was required to amend the wording of the decisive oath by excluding the amount acknowledged before administering the oath to the Defendant, in accordance with the provisions of Article 70 and subsequent articles of the Law of Evidence, and to derive the legal consequences deemed appropriate for the adjudication of the case without prejudice to the Appellant's defense.

(Challenge No. 350/8102/2023 - Session dated 05/02/2024)

Expert Report – Court's Discretionary Authority to Adopt it – Documents Lack of Conclusive Evidence

It is legally established that there should be neither harm nor reciprocating harm. It was established that the Respondent constructed the house on the Appellant's land at his own expense, as stated in the

expert report. The Appellant failed to present conclusive evidence establishing that the Respondent had gifted her the house. The witnesses' testimonies were hearsay, based on testimony from her father. Accordingly, the Appellant's argument based on the foregoing is unsubstantiated, and the court disregarded it.

(Challenge No. 392/8102/2023 - Session dated 05/02/2024)

Judgment – Obligations of the Court – Article (224) of the Civil and Commercial Procedures Law – Formal Instruments – definition – Paragraph (1) of Article (10) of the Law of Evidence

The court issuing the contested ruling is required to consider all documents, requests, defenses, and new arguments presented by the litigants, in accordance with Article (224) of the Civil and Commercial Procedures Law.

Paragraph (1) of Article (10) of the Law of Evidence stipulates that: "A formal instrument is a paper in which a public servant or a person in charge of a public service records the actions performed by him or what he has received from the parties concerned in accordance with the legal conditions and within the limits of his authority and competence".

(Challenge No. 534/8102/2023 - Session dated 05/02/2024)

Decisive Oath - Effects - Resolving the Dispute

It is established in the rulings of this court that the decisive oath resolves the dispute. Accordingly, the Challenge concerning this aspect of the case is unfounded and dismissal.

(Challenge No. 196/8102/2023 - Session dated 19/02/2024)

Judgment – Submission of Draft Judgment – Deadline – Article (170) of the Civil and Commercial Procedures Law

It is stipulated in the provisions of Article (170) of the Civil and Commercial Procedures Law that: "If a judgment is pronounced immediately after the conclusion of the hearing, the draft judgment shall be filed within ten days from the date of pronouncement. In cases where the issuance of the judgment is deferred to a session other than the hearing session, a draft of the grounds shall be submitted at the time of pronouncement".

Challenge No. 217/8102/2023 - Session dated 19/02/2024

Trial court – Discretionary Authority - Assessment of Witnesses - Evidence - Possession - Its Indicators

The trial court has the discretionary authority to assess witnesses' testimony and evidence, and make its conclusion, as long as it bases its judgment on sufficient grounds established in the documents. The court exercises discretion in evaluating witness statements as ascertained and to the conviction and conscience of the court. The court may rely on the testimony of one witness over another based on the testimony it deems credible and consistent with its convictions, subject solely to the discretionary authority of the trial court, unless the court's interpretation deviates from its intended meaning of the testimonies or evidence.

In matters of possession, the claimant shall demonstrate apparent ownership through actual control and possession of the property. Also, that such possession was established prior to the year (1970), as supported by evidence indicative of such possession. Determining whether the signs present on the land indicate possession before 1970 is subject to the discretionary authority of the trial court, as long as its judgment is justifiable and based on sound grounds.

(Challenge No. 236/8102/2023 - Session dated 19/02/2024)

Judicial Admission - Conclusive Evidence

It is legally established that the judicial admission constitutes conclusive evidence against the admitting party and applies only thereto.

Challenge No. 454/8102/2023 - Session dated 19/02/2024

Trial Court – Obligation of the Court - Investigation - Judgment Based on the Court's Convictions.

It is legally established that there should be neither harm nor reciprocating harm. Therefore, the court was required to investigate the amounts paid by the Appellant and those paid by the Respondent, then issue its ruling accordingly, without prejudice to the Appellant's right.

(Challenge No. 471/8102/2023 - Session dated 19/02/2024)

Simulation - How to Establish Simulation

It is legally established that simulation is a physical fact that can be established through the means permitted under the Law of Evidence. Accordingly, the court was required to use its best efforts to investigate the case, including witness testimonies, that were ambiguous and the statements of the witnesses that lacked precision, as well as thoroughly examine the case documents before issuing the judgment it deems appropriate.

(Challenge No. 484/8102/2023 - Session dated 19/02/2024)

Expert - Technical Issues - The Obligation to Appoint Experts

It is established that the trial court shall defer to expert testimony if the adjudication of the case hinges on technical issues that fall outside its knowledge or expertise. The court shall rely on experts to uncover the truth based on the evidence presented. Accordingly, the court shall rely on qualified professionals to ensure a well-informed and accurate judgment based on the facts and evidence presented.

(Challenge No. 835/8102/2023 - Session dated 19/02/2024)

Res Judicata - Definition - Effects of Enforcing Res Judicata

It is legally established that Judgments that have attained the force of res judicata shall be binding in the matter subject to adjudication. No evidence may be admitted to undermine the force of res judicata. However, the force of res judicata shall only be binding to disputes involving the same parties, maintaining their original capacities, and concerning the same subject matter and cause of action.

(Challenge No. 363/8102/2023, Session dated 26/02/2024)

Essential Defense – Its Omission – Invalidity of the Judgment

It is legally established that the judgment’s omission to address a defense raised by a litigant shall result in the invalidity of the judgment, if such defense is essential and influential to the outcome of the case.

(Challenge No. 595/8102/2023, Session dated 11/03/2024)

Proof - Construction - How to

It is established that the trial court shall thoroughly examine the requests of the litigants and respond to the Plaintiff's allegations, in order to investigate and substantiate their claim concerning ownership of the structure and not the land, using all legally prescribed means of

proof, including witness testimonies and administering a decisive oath, when necessary.

(Challenge No. 642/8102/2023 - Session dated 11/03/2024)

Defect of Invalidating Deficiency - Grounds - Effects

It is legally established that, although the trial court has the full discretionary authority to understand the facts of the case, weigh the evidence therein, and derive the truth without comment/ argument, such discretionary authority is contingent upon the court basing its judgment on justifiable grounds supported by the case documents. Furthermore, the ruling shall be rendered marred by deficient substantiation if the court neglects one of its primary duties, which is the thorough examination of the defense presented by the opponent, understanding its intent (whether made in written or oral arguments), and applying the appropriate legal provisions to reach the true facts of the case.

(Challenge No. 748/8102/2023 - Session dated 11/03/2024)

Invalidating Deficiency - Grounds - Effects

It is established that "it is insufficient for the court to address the opponent's defense; rather, the court shall acquire an understanding of its intent, in order for the court’s decision to be consistent with the facts of the defense. For invalidating deficiency conditions to be met, the defense that the court neglected to address, or addressed without proper thorough examination, must be of the significance to potentially alter the court's decision in the case.

(Challenge No. 863/8102/2023 - Session dated 11/03/2024)

Evidence - Evaluation – Discretionary Authority of the Trial Court - The Force of the Res Judicata

It is legally established that the trial court has the discretionary authority to acquire an understanding of the facts of the case, draw conclusions there from, establish a conviction to reach the true facts of the case in the subject dispute, based on the evidence or presumptions presented thereto. For this purpose, the trial court has the discretionary authority to weigh and thoroughly examine such evidence as it deems sufficient to form its opinion.

It is legally established that the judicial admission constitutes conclusive evidence against the admitting party and binding to the judge.

It is legally established that: “Judgments that have attained the force of res judicata shall be binding in the matter subject to adjudication. No evidence may be admitted to undermine the force of res judicata”.

(Challenge No. 409/8102/2023 - Session dated 01/04/2024)

Expert – Role – Powers – Technical Matters

It is legally established that expert is a technical means deferred to by the court if the adjudication of the case hinges on the clarification of technical matters. Accordingly, the court appoints a qualified expert capable of fulfilling the task assigned thereto, and sets the expert’s powers, without assigning the right to rule on the case to the expert, as the expert’s role is limited to assisting the court in fulfilling its duties, without conferring any rights upon the parties.

(Challenge No. 122/8102/2023 – Session dated 22/04/2024)

Court – Discretionary Authority – Thorough Examination of Facts – Evaluation of Evidence

It is established in the rulings of this court that: "The trial court has the discretionary authority to examine the facts of the case, evaluate and weigh evidence. However, such discretionary authority is contingent upon the court basing its judgment on justifiable and sound grounds supported by the case documents.

(Challenge No. 168/8102/2023 – Session dated 22/04/2024)

Agency – Limits – Power of Attorney – Requirement to Include a Declaration

It is legally established that an agent shall strictly adhere to the limits/ scope of the powers stipulated therein and may not exceed such scope, unless it achieves a greater benefit to the principal. If the terms of the contract are clear, such terms shall be adhered to as written, without resorting to interpretation to uncover the contracting parties' intent.

It is established that a power of attorney shall explicitly include the principal's declaration; Failure to do so invalidates any declaration made by virtue of the power of attorney. For the Power of Attorney to be valid, it needs to be clear, explicit, and free from contradictions or ambiguities.

(Challenge No. 210/8102/2023 – Session dated 22/04/2024)

Trial court – Discretionary Authority – Using Evidence from a Previous Judgment

It is established that the trial court has the discretionary authority to rely on prior rulings as evidence if it determines that such evidence is valid. In this case, the court based its decision on the expert report presented before the Primary Court, which was found to be consistent with the facts of the case upon the inspection of the disputed property. Accordingly, the court concluded that no trespass had occurred and

dismissed the Trespass Claim filed by the Respondent, along with any legal consequences arising therefrom.

(Challenge No. 316/8102/2023 – Session dated 22/04/2024)

The Court – Obligations of the Court – Definition of Formal Instruments

The court issuing the contested ruling is required to consider all documents, requests, defenses, and new arguments presented by the litigants, in accordance with Article (224) of the Civil and Commercial Procedures Law.

Paragraph (1) of Article (10) of the Law of Evidence stipulates that: "A formal instrument is a paper in which a public servant or a person in charge of a public service records the actions performed by him or what he has received from the parties concerned in accordance with the legal conditions and within the limits of his authority and competence".

(Challenge No. 532/8102/2023 - Session dated 22/04/2024)

Trial Court - Discretionary Authority - Oath – Addressing Defenses

It is legally established that the court has the discretionary authority to modify the wording of the oath in the manner it deems effective for the case, without faulting the court in this regard, unless such modification prejudices the rights of the litigant requesting the oath's administration, and provided that the modified wording is sufficiently clear to serve as the basis for the court's ruling in the dispute. Accordingly, any challenge to the validity of the oath's administration, based on the grounds set forth in the Statement of Appeal, shall be deemed unfounded. The trial court has previously addressed such challenge and provided a clear and sufficient response thereto, rendering repetition unnecessary.

It is legally established that the court is not required to respond to unproductive defenses in the Challenge, if the contested ruling was

legally sound, and the Appellants failed to present evidence that would undermine its validity. Accordingly, regarding the merits of the case, the Challenge was dismissed.

(Challenge No. 652/8102/2023 - Session dated 22/04/2024)

Confirmation of the Appealed Judgment Based on its Grounds - Condition

It is legally established that the Court of Appeal may confirm the first instance ruling and refer thereto, whether in the statement of the facts of the case or the grounds upon which the ruling was based, provided that such grounds are sufficient to support the ruling and the litigants failed to present new evidence before the Court of Appeal that fundamentally differs from the evidence presented to the Primary Court.

(Challenge No. 665/8102/2023 – Session dated 22/04/2024)

Supervisory jurisdiction of the Supreme Court – Rules of Evidence – Validity of Oath Administration

It is established that the Supreme Court exercises supervisory jurisdiction over trial courts at all degrees of litigation concerning the application of the rules of evidence and the proper administration of the oath, in accordance with the requirements of both the law and Islamic jurisprudence. The decision of the court issuing the contested ruling to offer the oath to the Appellant for administration to the Respondent as means for resolving the dispute, was in full conformity with the ruling of the cassation judgment and the provisions of Article 67 and subsequent Articles of the Law of Evidence. The Appellant's challenge to the Supreme Court's ruling, alleging its ambiguity and the referral court's misinterpretation of the implications of the judgment constitutes a substantive argument that does not undermine the validity of the judgment. Accordingly, in merits of the case, the court ruled to dismiss the Challenge and confirm the contested judgment.

(Challenge No. 985/8102/2023 – Session dated 22/04/2024)

Trial Court - Discretionary Authority – Thorough Examination - The Opponents' Defense

It is legally established that the trial court is required to thoroughly examine the litigants' defenses. The court issuing the contested ruling disregarded the Appellant's claim of harm caused by the operation of the laundry, while the court should've investigated this aspect of the case by hearing the Appellant's argument, seeking technical expert opinion to determine the existence of harm, and proposing appropriate technical solutions for remedying the harm, if any, pursuant to the legal principle: There should be neither harm nor reciprocating harm" and "'harm shall be removed".

(Challenge No. 774/8102/2023 – Session dated 29/04/2024)

Judgment - Defect of Invalidating Deficiency - Grounds

It is legally established that, although the trial court has the full discretionary authority to understand the facts of the case, weigh the evidence therein, and derive the truth without comment/ argument, such discretionary authority is contingent upon the court basing its judgment on justifiable grounds supported by the case documents. Furthermore, the ruling shall be rendered marred by deficient substantiation if the court neglects one of its primary duties, which is the thorough examination of the defense presented by the opponent, understanding its intent (whether made in written or oral arguments), and applying the appropriate legal provisions to reach the true facts of the case.

(Challenge No. 821/8102/2023 – Session dated 29/04/2024)

Trial Court – Discretionary Authority - Assigning the Legal Description to the Fact or Legal Action

The trial court has full discretionary authority to assign the appropriate legal description to the facts or legal actions presented before it. One

of the core duties of the judge is to assign a sound characterization and legal description to a contract, reflecting the true agreement between the contracting parties, which is subject to the judge's discretionary authority without being bound to the characterization assigned by the disputing parties.

(Challenge No. 816/8102/2023 - Session dated 06/05/2024)

Attorney - Fees – Estimation

It is legally established that determining the attorney's fees is subject to the discretionary authority of the trial court. The court assesses fees based on the significance and value of the case, the effort exerted by the attorney, the time taken to resolve the case, the direct benefit obtained by the client as a result of the attorney's work, and the case outcome. The opposing party may not be bound by the agreement between the client and their attorney, as they were not a party to that agreement.

It is legally established, pursuant to Article (46) of the Advocacy and Legal Consultancy Law, that an attorney has the right to receive fees for the legal services they perform and to recover any expenses incurred in carrying out the tasks assigned thereto. The attorney's fees shall be determined based on the contract executed between the attorney and their client. If additional cases or matters arise from the subject of the agreement, the attorney shall be entitled to claim fees for such cases, in accordance with Article (49) of the Advocacy and Legal Consultancy Law.

(Challenge No. 1733/8102/2023 - Session dated 13/05/2024)

Oath – Obligation to Take the Oath or Refute it – Article 71 of the Law of Evidence

It is legally established under Article 71 of the Law of Evidence that if the litigant to whom the oath is administered does not contest either its admissibility or the relevance of the oath to the case, the litigant shall

be required if present in person, to either take the oath immediately or refer it back to the opponent, Failure to do so constitutes a refusal. The court may grant the litigant a time period to take the oath if it deems it necessary. If the litigant is absent, the litigant shall be legally notified of the judgment and summoned to the specified session to take the oath. Should the litigant appear and refuse without contesting, or fail to appear without a valid excuse, the litigant shall be deemed to have refused.

(Challenge No. 1491/8102/2023 - Session dated 20/05/2024)

Contract - Pacta sunt servanda (a contract is binding upon contracting parties) – Discretionary Authority of the Court - Interpretation

Pacta sunt servanda (a contract is binding upon contracting parties), and the interpretation of contracts in cases of ambiguity is subject to the discretionary authority of the trial court, without faulting or comment, as long as the court's judgment was issued in correct application of the law, and according to the facts established in the case documents. The Challenge presented under the aforementioned grounds failed to present new evidence that would undermine the validity of the contested judgment, constituting a substantive argument. Accordingly, the court ruled, on the merits of the case, to dismiss the Challenge and confirm the contested judgment.

(Challenge No. 21/8102/2023 - Session dated 27/05/2024)

Valuation - The Requirement to Appoint an Expert

It is legally established and pursuant to Article 896 of the Transactions Law that: “If a person constructs a building or grows plants or initiates other constructions with the materials of his own but on the land of another person assuming a legitimate reason thereof, thus, if the value of such constructions as present exceeds the value of the land, the

originator may acquire the land by a sum which is to be determined on the quantum meruit (the amount one deserves) basis; and if the value of the land is not less than the value of such additions, the landowner may acquire the said additions for their present value." Accordingly, such matters cannot be resolved solely by the court's opinion; and the appointment of a valuation expert is deemed necessary to determine such values.

(Challenge No. 930/8102/2023 - Session dated 27/05/2024)

Interpretation - Contracts - Conditions - Discretionary Authority of the Trial Court

While the trial court has the discretionary authority to interpret contracts and conditions, such authority is limited by the intent of the contracting parties and the obligation to adhere to the clear and explicit wording of the contract. In addressing the interpretation of documents, the judge may not focus on the meaning of one specific phrase while ignoring others, but rather consider the document in its entirety, interpreting all of its provisions collectively. The judge shall also rely solely on the title of the document, separate from its other content, otherwise the judge's interpretation shall be deemed misrepresentation of the texts of the document and a violation of established rules of interpretation.

(Challenge No. 1595/8102/2023 – Session dated 27/05/2024)

Judgment – Court of Referral – Obligation to Comply with the Supreme Court's Judgment

It is legally established that the court to which a case is referred shall adhere to the Supreme Court's ruling regarding the subject legal issue.

(Challenge No. 1692/8102/2023 – Session dated 27/05/2024)

Deliberation – Pronouncement of the Judgment – Authorized Signatory

It is established in Article 166 of the Procedures Law that: "The session at which judgment is pronounced shall be attended by the judges who took part in the deliberation. If a judge is unable to attend for a justification that does not terminate their judicial authority, the judge shall sign the draft judgment, which shall be recorded on the original copy of the judgment.

(Challenge No. 223/8102/2024 – Session dated 03/06/2024)

Statement of Appeal – No Requirement for an Attorney's Signature – Article (31) of the Advocacy and Legal Consultancy Law

It is established that Article (31) of the Advocacy and Legal Consultancy Law stipulates the requirement for filing a case, which refers to the claimant (the Respondent) rather than the Defendant (the Appellant). There is no explicit provision in the Civil and Commercial Procedures Law mandating that an appeal must be signed by an attorney.

(Challenge No. 205/8102/2023 - Session dated 30/06/2024)

Misappropriation of Another's Property – Illegality – Duty of Restitution

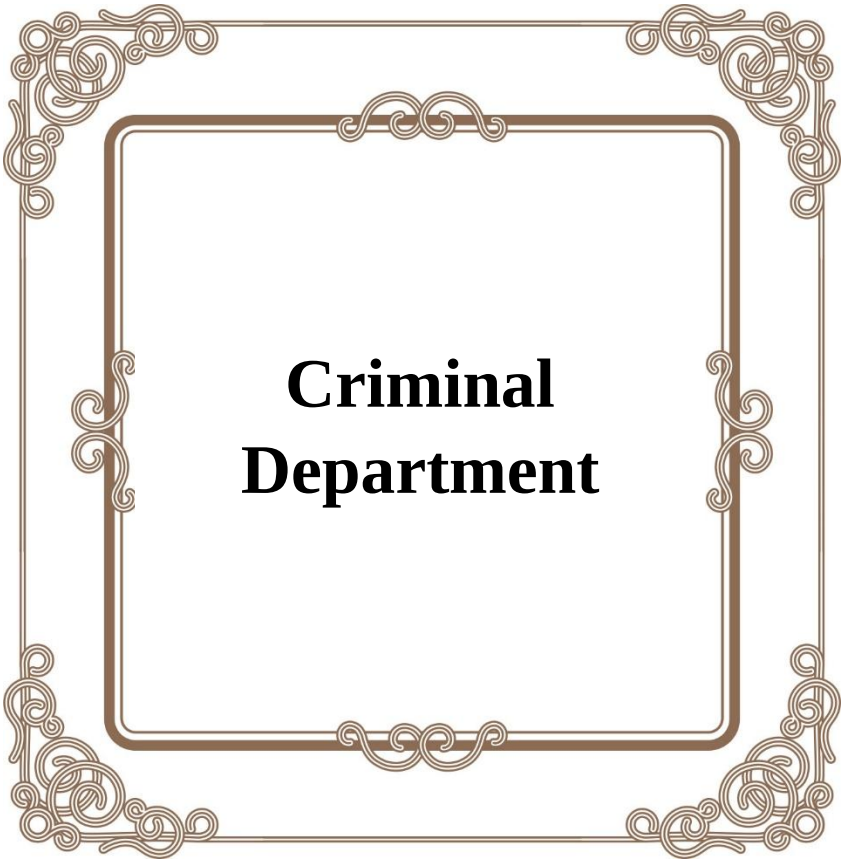
It is established that no person may take another's property without a legitimate cause; if such property is taken, it must be returned. Accordingly, faulting this aspect of the Challenge is unfounded in fact or law, and therefore requires dismissal.

(Challenge No. 1547/8102/2023 - Session dated 30/06/2024)

Service of Process – Impossibility by Ordinary Means – Service by Publication

It is established in Article (11) of the Civil and Commercial Procedures Law that: “If the Court Secretary determine that the person to be served has no known domicile, rendering the service of process through ordinary means impossible, the Court Secretary shall record this in both the original and copy of the notice and submit the matter to the presiding judge or the competent judge. The judge shall then order service by publication in a widely circulated daily newspaper. The notice shall be deemed effective as of the date of publication”.

(Challenge No. 1585/8102/2023 - Session dated 30/06/2024)


Criminal
Department

Proof (Evidence - Complementarity)

In penal cases, evidence consists of interconnected and complementary evidence. Such evidence taken collectively forms the court's belief and conviction. No single piece of evidence is considered for discussion independently, excluding other pieces of evidence. Rather, it is sufficient for evidence, taken as a whole, to constitute a single unit that leads to the intended purpose of the ruling and contributes to the court's conviction and belief, even if only through inference, as long as the law does not mandate a specific means of proving the crime.

Challenge No. 520/2019, Session dated Tuesday, 22/10/2019

Principle No. (9) - Judicial Year (20)

Proof (Arrest and Search - Substantive Defense - Response - Cassation)

The plea of invalidity of arrest and search, along with their consequential effects, is one of the substantive defenses that shall be examined and addressed by the trial court. It is also established that the assessment of the significance and sufficiency of investigations to justify the issuance of an arrest and search warrant is subject to the discretionary authority of the trial court, even though such authority is granted to the investigating authority issuing the warrant/ order. However, if the Defendant pleads the invalidity of such procedure, the court shall address such substantive plea and either accept or reject the procedure while providing a justification for its decision. Whereas the contested judgment relied in its conviction of the Appellants on evidence obtained from their arrest and the testimonies of those conducting the arrest, which is insufficient for the judgment to be valid, if the procedures/ arrest was unlawful. The judgment also relied on the obtained evidence, which resulted in the execution of the arrest warrant against the First Appellant and searching him; However, the judgment completely failed to address both pleas, despite being substantive pleas. Accordingly, the judgment was rendered marred by invalidity of evidencing, and the violation of the right of defense.

Challenge No. 223/2020, Session dated Tuesday, 18/08/2020

Principle No. (75) - Judicial Year (20)

Confession (Discretionary Authority of the Court)

In consideration of the Defendant's confession, the court is not required to adhere strictly to the wording or apparent meaning of such confession. Rather, the court may analyze and infer the truth revealed by such confession. Also, in cases where the Defendant argues the invalidity of the arrest, and assuming such invalidity is established, the court may assess the extent to which the statements are connected to the invalid procedure and the extent to which they were affected by it. If the court determines that the statements were made truthfully and were not affected by the invalidity of the arrest, the court may then rely on the obtained confession.

Challenge No. 899/2018/A - Session dated 19/03/2019

Principle No. (37) - Judicial Year (19)

Confession (Inference - Discretionary Authority of the Court)

Confession, as recognized in Penal Law, is a form of evidence over which the trial court exercises complete discretion in assessing its authenticity and probative value. The court may adopt the confession as evidence if it is satisfied with its consistency with the established facts of the case. Moreover, the court retains the authority to evaluate claims made by the Defendant alleging that the confession was obtained through coercion, without comment/ argument, as long as the court based its assessment on justifiable grounds.

Challenge No. 311/2020, Session (A), Session dated Tuesday, 18/08/2020

Principle No. (74) - Judicial Year (20)

Expert (Evaluation - Trial Court)

The assessment of expert opinions and the adjudication of objections raised against their reports are subject to the discretionary authority of the trial court. The court has the authority to evaluate the evidentiary weight of an expert's report, as any other form of evidence, adopt what it deems credible and disregard those it deems not. It is not permissible to contest or argue against the discretionary authority of the court in its assessment in this regard. Furthermore, it is not permissible for the Supreme Court to interfere with the trial court's assessment, as long as the judgment a was based on justifiable grounds supported by the documents.

Challenge No. 15/2020, Session (B), Session dated Tuesday, 25/02/2020

Principle No. (53) - Judicial Year (20)

Expert (Judge - Facts - Description)

In consideration of a case, the presiding judge shall act as the highest legal authority therein, and his judgment shall prevail over any opinions presented by the litigants. This can only be achieved by thoroughly examining all aspects of the facts presented before the court, and by rendering a decision based on facts established in the case, even if the established facts require reclassifying the charge under a different legal description than the legal description stated in the indictment, or applying a legal provision other than the one invoked by the public prosecution.

Challenge No. 215/2020, Session (A), Session dated Tuesday, 09/06/2020

Principle No. (66) - Judicial Year (20)

Testimony (Procedure – Nullity - Invalidity)

In principle, the testimony of an individual who conducted an invalid procedure shall not be accepted concerning said procedure unless the invalidity is established and proven. Whereas the contested judgment correctly concluded the validity of the arrest and search procedures, such judgment is not then rendered marred by relying on the statements of the enforcement force (prosecution witnesses) for the conviction. Accordingly, the Appellant's objection in this regard is inadmissible."

Challenge No. 557/2018/A - Session dated 25/12/2018

Principle No. (18) - Judicial Year (19)

Proof (Witnesses - Arresting Officers - Court - Non-Consideration)

It is insufficient for the court to abstain from hearing the testimony of the arresting officers, where the Defendant consistently denies the charges, based solely on the grounds of the officers' delay in appearing before the court. The court is required to hear their testimony, present their evidence for judicial consideration, and thoroughly examine and discuss their statements, and Failure to do so invalidates the judgment.

Challenge No. 576/2018/B - Session dated 02/04/2019

Principle No. (18) - Judicial Year (19)

Testimony (Break Down - Trial court)

The trial court has the discretionary authority to break down/ assess witness testimony. The court may partially accept the portions it deems credible in the testimony while disregarding others, as such falls within the discretionary authority of the trial court in assessing the evidence of the case, without being considered as a contradiction.

Challenge No. 537/2019, Session A, dated Tuesday, 29/10/2019

Principle No. (12) - Judicial Year (20)

Testimony (Hearing - Non-Consideration - Statement)

If the court fails to state the grounds for the non-consideration of the prosecution's witness's testimony, whom the victim had requested to be heard after initially agreeing to such request, the judgment shall then be rendered marred by deficient substantiation, which necessitates its annulment.

Challenge No. 341/2020, Session A, dated Tuesday, 18/08/2020

Principle No. (73) - Judicial Year (20)

Testimony (Rules - Failure to Comply - No Invalidity)

The rules regulating testimonies are procedural rules, and any violation thereof does not result in invalidity, as the evaluation of the testimony is subject to the discretionary authority of the trial court.

Challenge No. 819/2019, Session A, dated Tuesday, 09/06/2020

Principle No. (67) - Judicial Year (20)

Trafficking (Humans - Elements)

The judgment does not clarify the nature of the organized group to which the Defendant belongs, whether its objective was human trafficking, or whether the crime was committed as a result of a premeditated act, as not every gathering of three or more persons qualifies as an organized group under Article 9(e) of the Human Trafficking Law. Accordingly, the judgment is faulted due to deficient substantiation, which necessitates its annulment.

Challenge No. 411/2019, Session dated Tuesday, 08/10/2019

Principle No. (2) - Judicial Year (20)

Jurisprudence (Interpretation - Text)

Where there is an explicit text there is no room for interpretation. Whereas the contested judgment misinterpreted the provisions of the criminal charges, contrary to the intent of the legislator, failed to properly understand them, and hastily construed them in a manner that undermined their meaning regarding criminalization and punishment.

Challenge No. 631/2019, Tuesday Session dated 19/11/2019

Principle No. (22) - Judicial Year (20)

Procedures (Search - Arrest - Invalidity)

Whereas the Defendant's plea regarding the invalidity of the arrest and search procedures is a substantive plea, the court is required to address it and provide a decision thereon based on justifiable grounds. Whereas the contested judgment failed to consider the Defendant's plea regarding the invalidity of the arrest and search warrant due to the lack of credible investigations, despite basing its conviction on the obtained evidence resulting in the execution of the warrant. Accordingly, the judgment is faulted due to deficient substantiation, which necessitates its annulment

Challenge No. 143/2020, Session dated Tuesday, 05/05/2020

Principle No. (60) - Judicial Year (20)

Fraud (Elements)

The crime of fraud is characterized by being a crime involving multiple actions and multiple events, as the perpetrator engages in a physical act with a psychological intent, employing deceptive methods to influence the will of the targeted individual. Once the individual is deceived by such fraudulent tactics, they hand over their property, which the perpetrator then takes into their possession.

As for the aspect of multiple events, it encompasses the emergence of deception in the victim's mind, the formation of their intent to transfer the requested property to the perpetrator due to such deception, and finally, the actual act of the transfer of the property, leading to its appropriation by the perpetrator.

Challenge No. 539/2019, Session dated Tuesday, 29/10/2019

Principle No. (13) - Judicial Year (20)

Fraud (Deception - Fraudulent Methods - Lying - Elements)

Fraud, as defined in Article 349 of the Penal Law, requires the perpetrator to have committed an act of deception against the victim with the intention of misleading the victim and seizing their property. The victim then falls prey to such deception, which may involve the use of fraudulent methods, using an alias, or assuming an incorrect identity. It is established that lying is considered punishable fraudulent methods when accompanied by external or physical actions that leads the victim to believe its credibility.

Challenge No. 283/2020, Session dated Tuesday, 23/06/2020

Principle No. (71) - Judicial Year (20)

Fraud (Assistance (Accomplice) - Person - Lying)

The Defendant's reliance on another individual (an accomplice) to support their false statements and claims, and the latter’s intervention to reinforce such allegations, constitutes external actions that aid in convincing the victim to believe the intended claims. Through such external actions, lying is deemed one of the fraudulent methods.

Challenge No. 283/2020, Session A, dated Tuesday, 23/06/2020

Principle No. (71) - Judicial Year (20)

Fraud (Conditions - Appropriation - Property)

The crime of fraud, as defined in Article (349) of the Penal Law, is established when the perpetrator unlawfully obtains benefit for himself or others from another party, through the use of one of the methods of fraud, adopting a false name (alias), or assuming an incorrect identity. According to this text, fraud is realized through the employment of fraudulent methods, which are not exhaustively listed. The method of fraud used to deceive the victim is assessed based on the individual case independently, according to its specific circumstances and conditions that render the victim susceptible to the perpetrator's influence, resulting in the unlawful appropriation of the victim's property for the perpetrator's or another's gain.

Challenge No. 326/2020, Session B, dated Tuesday, 16/07/2020

Principle No. (71) - Judicial Year (20)

Fraud (Intent - Trial Court - Independence – No Requirement)

Criminal intent in the fraud crime is a matter related to the facts of the case, which shall be determined by the trial court based on the circumstances presented thereto. The court is not required to address criminal intent explicitly or independently in its ruling, as long as the factual elements stated in the grounds of the ruling sufficiently indicate its presence.

Challenge No. 258/2020, Session B, dated Tuesday, 11/06/2020

Principle No. (69) - Judicial Year (20)

Juveniles (Text - Application)

Article 39 of the Law on Juvenile Accountability stipulates that "The parents of the juvenile and others mentioned in the previous Article shall appoint an attorney to defend the juvenile, otherwise the court shall designate an attorney to undertake the defense of the juvenile.

Challenge No. 176/2018/B - Session dated 29/01/2019
Principle No. (13) - Judicial Year (19)

"Rulings"

Penal rulings are founded on certainty, conviction and belief, not on speculation or conjecture. Judicial conviction and belief differ from personal conviction and belief and must meet three essential criteria: the judge's reliance on judicial evidence in his ruling, the legitimacy of the procedures, the judge's conviction and belief being based on reason and logic, on the basis that in principle, individuals are inherently innocent and honest, which stands as an established certainty that cannot be rebutted or displaced except by equally or more compelling certainty.

Challenge No. 11/2016, Penal Department, Session dated Tuesday, 19/04/2016

Principle No. (56) - Judicial Year (15 - 16)

Embezzlement (Forgery - use of Forged Instruments - Proof)

The judgment failed to demonstrate the existence of the embezzlement elements/ conditions involving forged instruments, forgery, and the misdemeanor of cyber/ electronic forgery. The judgment relied on the testimony of certain bank employees presented before the Primary Court, despite the fact that such statements do not substantiate the charges against her. Furthermore, the judgment relied on the forensic laboratory report, which did not definitively establish that the withdrawal receipts were signed by her.

Challenge No. 497/2019, Session A, dated Tuesday, 26/11/2019

Principle No. (24) - Judicial Year (20)

Embezzlement (Public Official - Punishment)

Article 213 of the New Penal Law punishes public officials who embezzle public or private funds, or the like, that are in their possession or under their management by virtue of their position or its requirements, with imprisonment for a minimum of three (3) years and a maximum of five (5) years, along with a fine equal to the value of the embezzled funds. The punishment was intensified, raising the imprisonment period to a minimum of five (5) years and a maximum of ten (10) years, if the embezzlement is accompanied by forgery or the use of forged instruments. In all cases, the judgment mandates restitution, dismissal from the position, and a lifetime ban from holding public office.

Challenge No. 643/2019, Session A, Tuesday, February 4, 2020

Principle No. (44) - Judicial Year (20)

Concealment of "Funds and Items Obtained from Crime Between the Old and New Provisions of the Penal Law."

The previous provisions of the Penal Law provided for the descriptions of concealment and disposal, while the new provisions adopted a flexible, general term encompassing both (namely concealment). Although the literal interpretation in the new law might suggest that ‘concealment’ refers narrowly to hiding an item by placing it in a location out of sight and beyond the view of authorities, however the real meaning of concealment carries a broader meaning. Concealment is realized by the Defendant's mere possession (knowingly) of an item obtained through or resulting from a crime. This term encompasses any active effort by the perpetrator that results in actual contact with the proceeds of the crime. To fulfill the act of concealment, the perpetrator must retain the item acquired through the crime, regardless of the period of retention (short or long).

Thus, the fundamental element of the offense is the physical act of possessing the item intended for concealment from the rightful owner. Mere receipt of the funds or items in question fulfills and constitutes the material element of the crime of concealment, irrespective of whether the retention was for a short or long period of time and irrespective of whether the concealment was effectively hidden from sight or not. Moreover, the disposal or transfer of the items or proceeds of a crime to a third party does not relief the original possessor of their act of holding such items with intent of concealment. Also, the legislator does not address how the perpetrator benefited from the items resulting from a crime, whether through purchase, grant, deposit, or other disposals, provided that it is established that they had knowledge of their criminal origin. Such knowledge shall not be presumed but rather established through the circumstances and ramifications of the case.

(Challenge No. 1127/2017, Penal Department (A), Session dated Tuesday, 13/03/2018)

Principle No. (64) - Judicial Year (17 - 18) Conviction

Conviction (Statements - General - Deficiencies)

A conviction based on general statements does not constitute sufficient evidence to establish the crime of theft, encompassing its material and moral elements. Statements in itself does not constitute a basis for reaching the conclusion reached by the judgment. Accordingly, the judgment is rendered marred by deficient substantiation and requires annulment.

Challenge No. 899/2019, Session A, dated Tuesday, 03/03/2020

Principle No. (54) - Judicial Year (20)

Agricultural Lands (Streams (Aflaj) - Law)

The springs system is governed by the Agricultural Law No. (48/2006), which explicitly stipulates in Articles (7) and (8) thereof that: "it is prohibited to undertake any activities on agricultural lands, alter its designated purpose to a non-agricultural purpose, or make any modifications thereto unless prior approval is obtained from the Directorate General of Agriculture, which serves as the primary competent authority, followed by the municipality".

Challenge No. 527/2019, Session A, dated Tuesday, 10/12/2019

Principle No. (29) - Judicial Year (20)

Land (Possession - Illegal - Continuing Offense)

The unlawful possession of land constitutes a continuous offense, as it involves the persistent and recurrent intervention of the Appellant's will in maintaining possession, through the obstructions he created on the property and failure to remove such obstructions after being warned to this effect.

Challenge No. 363/2020, Session A, dated Tuesday, 15/09/2020

Principle No. (79) - Judicial Year (20)

Land (Agricultural - Use - Change – Offence)

The decision included chapters that address the alteration of the designated purpose of agricultural land, its leasing, the construction of residential units, and the establishment of service facilities thereon. It also includes a chapter on existing residential units, service facilities, and buildings, a chapter on allocating areas for mosques, schools, and public councils. Additionally, the decision provides directives for the utilization of agricultural lands irrigated by streams or springs, outlining procedures for changing their use, leasing them, constructing residential units and service facilities thereon.

It encompasses provisions for establishing green houses on agricultural lands irrigated by wells, streams, and springs, as well as the division of agricultural lands, submission procedures, committees, and a final chapter on administrative penalties and fines.

Challenge No. 762/2019, Session A, dated Tuesday, 10/03/2020

Principle No. (60) - Judicial Year (20)

Abuse of Power (Offence - Conditions)

The crime of abuse of power is defined as: "Pursuing objectives or obtaining material or moral benefits by influencing public authorities or entities under their supervision, which fall outside the scope of the official's role." This crime requires the fulfillment of three conditions: the official's intent to achieve a personal benefit from his actions; the attribution of a semblance of legality to his conduct; and a deliberate effort to attain the outcomes intended by such actions.

Challenge No. 889/2019, Session B, dated Tuesday, 17/12/2019

Principle No. (28) - Judicial Year (20)

Breach of Trust (Contract – Power of Attorney - Criminalization - Conditions)

Breach of trust crime is established only if the property is delivered under a trust contract as listed in Article (360) (exhaustive) of the New Penal Law. Whereas the determination of the nature of such a contract depends on the actual circumstances of the case. Moreover, the criminal intent required for breach of trust is fulfilled when the perpetrator deliberately intends to appropriate the entrusted property/ funds for their own benefit and embezzles it. The assessment of whether the criminal intent exists or not is subject to the discretionary authority of the trial court, without review from the Supreme Court, as long as the trial court based its judgment on justifiable grounds

supported by the case documents. Moreover, it is also required that the property subject to breach of trust have been handed over/ transferred to the perpetrator in a manner that transfers partial possession (limited possession) under a contract defined by the legislator and enumerated exhaustively in the law.

(Challenge No. 255/2019/A - Session dated 23/04/2019)

Principle No. (46) - Judicial Year (19)

Breach of Trust (Elements - Conditions)

A conviction for the offense of breach of trust requires the judge to be satisfied that the property was handed over/ transferred to the Defendant under one of the specific trust contracts listed exhaustively in Article (296) of the Penal Law, which establishes that the Defendant held the property in a fiduciary capacity and subsequently breached such trust by misappropriating the entrusted item, thus enabling the Supreme Court to determine whether the agreement aligns with the trust contracts defined in the mentioned Article.

Challenge No. 795/2019, Session A, dated Tuesday, 31/12/2019

Principle No. (35) - Judicial Year (20)

Breach of Trust (Vehicle – Hand Over – Power of Attorney)

Whereas the vehicle was handed over pursuant to a power of attorney agreement or any other contract listed under Article (296) of the Penal Law, and the law mandates that every conviction judgment shall include a detailed statement of the facts warranting the punishment in a matter that established the elements of the crime. Whereas the contested judgment lacked the statements in this regard, it is therefore rendered marred by deficient substantiation, which requires annulment and reconsideration.

Challenge No. 795/2019, Session A, dated Tuesday, 31/12/2019

Principle No. (35) - Judicial Year (20)

Breach of Trust (Occurrence - Date)

Determining the date of the offence in general, including the offense of breach of trust, is subject to the discretionary authority of the trial court, without review by the Supreme Court. The statute of limitations for penal proceedings related to breach of trust commences from the date of the request for restitution, refraining from restitution, or the discovery of the Defendant's inability to restitute, unless the Defendant presents evidence establishing otherwise.

Challenge No. 1080/2019, Session dated Tuesday, 17/03/2020

Appeal (Evidence - Interrogation - Confession)

The Court of Appeal rules based on the case documents and conducts only the investigations it deems necessary. The Court of Appeal is entitled to rely on the legal procedures undertaken with the Defendant and other litigants before the Primary Court, including the interrogation conducted by the First Instance judge. The Court of Appeal's judgment may not be rendered marred by relying on a confession/ admission made by the Defendant before the Primary Court, as it constitutes judicial confession and may not be contested or questioned in terms of validity.

(Challenge No. 687/2018/A - Session dated 23/10/2018)

Principle No. (13) - Judicial Year (19)

Appeal (Date - Submission - Deadline)

Article (237) of the Criminal Procedure Law stipulates that appeals shall be submitted within thirty days from the date the judgment is issued. It is established by the case documents that the appealed judgment was issued on 22/9/2019, and the Appellant submitted his Appeal on 22/10/2019, i.e. that last day of the aforementioned period. Accordingly, the Appeal was filed within the legally prescribed period. Whereas the contested judgment ruled to dismiss the appeal in form on

the grounds that it was filed after the deadline, the judgment is then rendered marred by misapplication of the law, which necessitates its annulment.

Challenge No. 81/2020, Session A, dated Tuesday, 10/03/2020

Principle No. (55) - Judicial Year (20)

"Exploitation of Position"

The misdemeanor of abuse of authority occurs when a public official exploits the powers granted to him by virtue of his position to commit an act that constitutes a personal offense, unrelated to the duties of its role. Such conduct falls under the offense of abuse of authority as criminalized by Article (161) of the Omani Penal Law.

(Challenge No. 866/2015, Penal Department (B), Session dated Tuesday, 08/03/2016)

Principle No. (88) - Judicial Year (15 - 16)

"Exploitation of Government Land"

The unauthorized exploitation of vacant government land – Governance of Buildings regulations – Utilization without obtaining a license from the competent authority.

Challenge No. 435/2014, Supreme Court – Penal Department, Session dated Tuesday, 04/11/2014

Principle No.: (1) - Judicial Year (15 - 16)

Weapons (Confiscation - Measure)

Article (26) of the Weapons, Ammunition, and Explosives Law mandates the confiscation of weapons and ammunition involved in a crime in all cases as a precautionary measure aimed at disarming the possessor to prevent the possibility of future crimes. Whereas it is

established, in principle, that confiscation is only obligatory when the subject object is prohibited for all, including for the owner and possessor alike, on the basis that confiscation in such circumstances is deemed a preventive measure that is imperative and enforceable against all parties. There is no requirement, in this case, to account for the rights of third parties acting in good faith.

However, if the confiscation pertains to items the mere possession of which is not criminalized under the law, the court shall consider the rights of third parties acting in good faith before enforcing such confiscation. Whereas the Weapons, Ammunition, and Explosives Law explicitly stipulates mandatory confiscation in all cases.

Challenge No. 267/2020, Session A, Tuesday, 23/06/2020

Principle No. (70) - Judicial Year (20)

Motion in Arrest of Execution (Judgment - Execution - Relativity)

The Appellant argues that one of the Defendants in the same case was able to recover the financial fine he paid, based on the judgment and reconsideration issued by the Court of Cassation. Such argument is invalid, assuming the truthfulness of the statement, as judicial rulings are relative and each case is adjudicated based on its unique circumstances and particulars. Accordingly, it is invalid to use such grounds as basis for the Challenge.

Challenge No. 1016/2018/B - Session dated 05/02/2019

Principle No. (14) - Judicial Year (19)

Motion in Arrest of Execution (Cassation Court - Suspension of Execution)

Execution-related objections are legal disputes concerning the enforcement of judgments. Therefore, they are not deemed an objection to the judgment but rather to the execution itself. Accordingly, the

Court addressing such objections does not have the authority to review the merits of the issued judgment, in terms of its validity, invalidity, or considering the judgment's violation of the law, misapplication of the law. Also, the court may not address the errors of the judgment, in terms of the procedures of issuance, as such would undermine the force of res judicata.

Challenge No. 879/2019, Session A, dated Tuesday, 03/03/2020

Principle No. (53) - Judicial Year (20)

Participation (Penal - Elements)

Criminal complicity is not established by mere awareness of the crime; it is required for the accomplice to have committed a contributory action, such as incitement, aiding and abetting, or conspiracy. Such acts must be willful and intended to commit the offense. Furthermore, the crime must be a direct outcome of this complicity, i.e. for complicity to be established, there must be a causal relationship between the accomplice's actions and the offense. Such causal relationship has been explicitly stipulated in Article (38) of the Penal Law.

Challenge No. 591/2019, Session A, dated Tuesday, 22/10/2019

Principle No. (10) - Judicial Year (20)

Participation (Meaning - Definition)

The criminal legislator has employed the term "complicity" in two distinct concepts. The first refers to the broad concept of participation in a crime, as stipulated in Article (38) of the Penal Law. The second concept pertains to the existence of multiple perpetrators in a crime, where an accomplice, in this context, is considered a co-perpetrator acting alongside others, which is the intended concept in Article (370) of the same Law. Accordingly, such concepts are available in the circumstances of the case, as provided by the court.

Challenge No. 947/2019, Session A, dated Tuesday, 18/02/2020

Principle No. (51) - Judicial Year (20)

Reconsideration (Novelty - Conditions)

The request for reconsideration lacks novelty, as the basis upon which the Appellant relies does not, in itself, conclusively lead to acquittal from the crime for which the Appellant was convicted. Furthermore, the Appellant has presented no new evidence or circumstances that would influence the judgment issued against him or definitively undermine the facts established by the judgment, which has acquired its Probative value. Accordingly, the reconsideration was not based on facts that would, with absolute certainty or even strong probability, lead to the acquittal of the charges, nor does it negate the evidence supporting the conviction, i.e. the issued judgment in penal cases may not be reviewed after attaining the force of res judicata, which is a matter of public order that relates to the interests of society.

Reconsideration No. 7/2020, Session B, dated Tuesday, 18/02/2020

Principle No. (49) - Judicial Year (20)

Rape (Elements - Intent)

Rape, under Penal Law, is defined as sexual intercourse with a male or female outside marriage without consent, i.e. it is an intentional crime that requires, for its establishment, a material element consisting of two components: (1) intercourse, which refers to complete sexual intercourse between a male and a female in its natural form, without the female's consent. Lack of consent may arise through coercion, deception, fraud, or exploitation of the female's loss of consciousness. Moreover, this crime requires the presence of criminal intent, which involves the perpetrator's deliberate will to engage in intercourse with the victim without her consent, as rape is classified as an intentional crime, requiring the existence of criminal intent.

Challenges Nos. 335 and 336/2019, Session A, dated Tuesday, 15/10/2019

Principle No. (7) - Judicial Year (20)

Order (Public Prosecution – Warrant - Arrest - Seizure)

An order issued by the Public Prosecution to arrest and search the accused is intended to address a crime that has been confirmed as committed by the perpetrator, not to prevent a future or potential crime. Therefore, the issuance of such an order is deemed lawful and valid, rendering the objection on the basis of invalidity baseless. The judgment's failure to address such argument does not render it invalid, rendering the Appellant's objection in this regard baseless.

Challenge No. 521/2019, Session A, dated Tuesday, 15/10/2019

Principle No. (5) - Judicial Year (20)

Court Clerk (Signature - Judgment - Invalidity)

The law does not deem a judgment invalid due to the court clerk’s failure to sign the judgment, as the judgment's legal validity is primarily established through the signature of the presiding judge. Whereas it was established that the original copy of the judgment was signed by a court clerk other than the court clerk that attended the session, as well as the presiding judge. Accordingly, the judgment is deemed valid against the claims of invalidity on the aforementioned grounds.

Challenge No. 819/2019, Session A, dated Tuesday 09/06/2020

Principle No. (67) - Judicial Year (20)

Impersonation (Judgment - Conditions)

A conviction for the crime of impersonation may not be issued separately if the perpetrator's intent behind impersonation is to seize the victim's property/ funds. In such cases, impersonation constitutes an element of the crime of fraud. Accordingly, the judgment requires quashing.

Challenge No. 617/2019, Session A, dated Tuesday, 07/01/2020

Principle No. (37) - Judicial Year (20)

Coercion (Plea - Confession)

The Appellant's defense was that his confession was the result of both physical and psychological coercion by police officers, including the breaking of his teeth, injuries to his upper and lower jaws, beatings with plastic hoses, prolonged restraint of his hands and feet, electric shocks, slaps to the face, and electrocution of his thighs. The Appellant requested to be examined by a forensic medical examiner in light of the harm he had suffered. However, the court failed to respond to the Appellant’s request and instead stated in its judgment that he had requested referral to a psychiatric evaluation. This response misrepresents the Appellant’s repeated and explicit requests, indicating a failure by the court to properly understand the Appellant’s requests, thereby constituting a violation of his right of defense. Such a failure materially prejudices the Appellant's defense and requires the annulment of the contested judgment.

Challenge No. 544/2018/B - Session dated 19/11/2018

Principle No. (6) - Judicial Year (19)

Orders (Worker – Execution - Prohibition - Violation)

A worker is required to comply with the employer’s instructions by performing the work agreed upon in the employment contract, unless

such instructions are contrary to the contract, the law, public morals, or exposes the worker to danger.

Assigning the employee to work as a (private driver) constitutes a violation of the terms of the contract and the job for which the employee was originally employed. Such assignment differs substantially from the original job, which is criminalized under the referenced provisions and punishable in accordance with Article (115).

Challenge No. 969/2018/A - Session dated 05/02/2018

Principle No. (31) - Judicial Year (19)

Circulation of Banknotes (Images - Similarities - Invalidity)

The notes that were seized bear a resemblance in appearance to the currency in circulation within the State, with the intent of deceiving the public. Accordingly, the Misdemeanor Court has jurisdiction to hear the case, pursuant to Articles (137) and (140) of the Criminal Procedure Law. Failure to observe any material procedural requirement results in invalidity, and consequently, the bill of indictment is invalid, for the violation of Article (208) of the Criminal Procedure Law. Such invalidity extends to all subsequent procedures.

Challenge No. 529/2019, Session B, dated Tuesday, 24/12/2019

Principle No. (29) - Judicial Year (20)

Assault (Beating – Using an Instrument)

An act is deemed an assault and harm even if performed with a single strike of the hand, regardless of whether it leaves a mark or not. Furthermore, the absence of identifying or recovering the tool used in committing the act does not refute the crime. Accordingly, the Appellants' argument regarding the medical report's failure to specify the type of instrument used in the crime or its non-recovery is unfounded and lacks legal basis.

Challenges Nos. 419 and 418/2019, Session B, dated Tuesday, 05/11/2019

Principle No. (15) - Judicial Year (20)

Invalidity (Effects)

The effects of an invalid procedure can be divided into three categories: (1) Effect on the faulted procedure itself: Leads to the nullification and invalidation of the procedure, and renders it as if it never occurred. (2) Effect on preceding procedures: The invalidity of the faulted procedure does not retroactively affect the validity of the preceding procedures, as the invalidity of detention does not invalidate the legality of the arrest or search that preceded the detention, as demonstrated in this case. (3) Effect on subsequent procedures: The invalidity of the faulted procedure extends to the subsequent procedures based upon it, based on the legal principle: "Every derivative of mendacity is equally mendacious". However, such subsequent procedures must be directly derived from and inherently connected to the faulted procedure, as explicitly confirmed by the aforementioned Article (213).

(Challenge No. 467/2018/A - Session dated 27/11/2018)

Principle No. (19) - Judicial Year (19)

Environment (Pollution - Law - Application - Frankincense Trees)

Engaging in actions that harm vegetation cover, including frankincense trees, subjects the perpetrator to accountability and punishment. Accordingly, the Court of Cassation rejected the Challenge and confirmed the First Instance judgment based on the same grounds.

Article (21) of the Environmental Protection and Pollution Control Law, under which the Appellant was convicted, stipulates that: "The Ministry, in coordination with relevant authorities, may take all necessary measures to protect the soil and combat desertification, in

accordance with the natural characteristics of the soil and the conditions of the concerned region. It is prohibited to:

a) Cut down, uproot, or damage any trees, shrubs, or plants in public forests without permission from the Ministry.
b) Engage in any activity that harms the quantity or quality of vegetation cover in any region or contributes to desertification or distortion of the natural environment.
c) Remove stones, uproot trees, shrubs, or plants, or transport soil and sand from waterways, shores, valleys, ponds, swamps, and public watercourses and their banks without permission from the Ministry, except for maintenance work and sample collection coordinated with the Ministry.

Challenge No. 860/2018/B - Session dated 05/03/2019

Principle No. (16) - Judicial Year (19)

Investigation (Warrant - Plea)

Pleading that the warrant was issued after the arrest and search constitutes a substantive defense, which is sufficiently addressed by the court's satisfaction that the arrest and search were conducted pursuant to such warrant, relying on the justifiable evidence presented. The court ascertained that the arrest and search were carried out based on the warrant issued by the Public Prosecution and due to the state of Flagrante delicto (caught while committing a misdeed) in which the Defendant placed himself, as previously indicated. Accordingly, the Appellant's argument in this regard is unfounded.

(Challenge No. 671/2018/A - Session dated 29/01/2019)

Principle No. (30) - Judicial Year (19)

Investigation (Search - Plea - Substantive - Invalidity)

The plea of invalidity of arrest and search procedures is deemed a substantive defense, which the trial court must address and examine or

respond to with sound justifiable grounds that establish and affirm the validity of the procedure. Failure to do so constitutes a violation of the right of defense, particularly as Article 208 of the Criminal Procedure Law stipulates that failure to comply with the provisions of the law concerning any material procedure results in invalidation. Whereas the contested judgment failed to state, address or respond to such plea with justifiable grounds, the court therefore neglected its duty rendering its judgment erroneous, which requires the annulment of the judgment.

Challenges Nos. 822 and 829/2019, Session B, dated Tuesday, 07/01/2020

Principle No. (36) - Judicial Year (20)

Investigations (Proof - Interpretation)

Pursuant to Articles (186) and (215) of the Criminal Procedure Law, the primary basis for proof in penal cases is the investigation conducted by the trial court during its sessions. Pretrial investigation reports do not have binding probative value as evidence before the court. However, the legislator does not prohibit the court from utilizing such reports to derive inferences, as they are considered part of the evidentiary elements, which remain in all cases subject to the court's discretionary authority.

Challenge No. 609/2019, Session A, dated Tuesday, 11/02/2020

Principle No. (47) - Judicial Year (20)

Incitement (Definition - Characteristics)

Incitement refers to the act of instilling the idea of a crime and fostering the intention to commit it in the mind of the perpetrator, by any means. The activity of the inciter is inherently of an intellectual/ moral nature as it represents ideas and intentions, not actions and results. In order to establish the crime of incitement against the accused, certain elements

must be present, such as: The objective of incitement is focused on the commission of a crime, regardless of its type, whether it is a felony or a misdemeanor. There must be a specific individual targeted by the incitement and a victim, who is protected under the law from the subject crime of incitement (the victim). There must be an inciter as defined under Article (31) of the Cybercrime Law.

Incitement criminalized by the aforementioned Article (31) is characterized by its appeal to emotions, inclinations, or instincts, rather than reasoning. The essence of incitement is suggestion, which is a psychological process involving the implantation of an idea into the consciousness of a person. Once the idea is rooted, it tends toward execution due to the nature of the human psyche, where thoughts transform into actions. It is not required that the crime incited be committed; it suffices that the actions of the accused were based on the incitement.

(Challenge No. 61/2019/A - Session dated 19/03/2019)

Principle No. (38) - Judicial Year (19)

Investigation (Late Night - Attorney - Defense - Validity)

Conducting an investigation late at night does not, in itself, render the investigation invalid. According to Article (74) of the Criminal Procedure Law, it is permissible for a Defendant in a felony to be accompanied by a defense attorney during the preliminary investigation.

Challenge No. 497/2019, Session dated Tuesday 26/11/2019

Principle No. (24) - Judicial Year (20)

Investigations (Public Prosecution - Inadequacy)

It is insufficient and unjustifiable to rely solely on the investigations conducted by the Public Prosecution, particularly given that they were

carried out late at night and without the presence of an attorney. Furthermore, the judgment relied on the testimony of certain bank employees where the Defendant worked, as well as video footage presented before the Primary Court, despite the fact that both evidences do not establish the accusations. However, the court refrained from examining the Defendant's defense.

Challenge No. 497/2019, Session dated Tuesday, 26/11/2019

Principle No. (24) - Judicial Year (20)

Forgery (Complicity - Conditions)

Participation in forgery crimes often occurs without external manifestations or tangible actions that can identify the perpetrator. Therefore, to establish forgery, it is sufficient for the court to have formed its conviction from the circumstances and particulars of the case, provided that such conviction is based on justifiable grounds supported by the facts that are stated in the wording of the judgment. Fabrication, as a method of material forgery, involves creating a document in its entirety to mimic an existing original or creating a document without any prior example, so long as the document, in either case, contains an action that produces legal effects or can be used as evidence to establish forgery.

Challenge No. 619/2019, Session dated Tuesday, 12/11/2019

Principle No. (20) - Judicial Year (20)

Forgery (Private Documents - Elements - Use)

For the establishment of the crime of forgery in private documents against the accused, a material element must be present, which is the criminal act, which focuses on either forgery or the use of forged documents, and the element of harm, which may be actual/ potential, and material/ moral in nature. The moral element consists of two

aspects. The first is the perpetrator's knowledge of committing a crime with all its constituent elements, i.e. the perpetrator's awareness of altering the truth in a document using one of the methods prescribed by law, which in turn alters truth/ reality, which would result in actual or potential material or moral harm, if the document was used.

Challenge No. 1029/2019, Session B, dated Tuesday, 21/01/2020

Principle No. (40) - Judicial Year (20)

Forgery (Intent)

The key consideration lies in the perpetrator's intent to create the false impression that the forged document was issued by the person to whom it is attributed, in order to use it as evidence for achieving the purpose of forgery, as indicated in this case.

Challenge No. 619/2019, Session B, dated Tuesday, 12/11/2019

Principle No. (20) - Judicial Year (20)

Penal Legislation (General Principles - Application) - Court (Discretionary Authority)

In formulating the provisions of the Penal Law, legislators drew upon general and abstract legal principles. Among the general rules set out in Part One (General Provisions) of the Penal Law is the rule concerning the suspension of execution as stipulated in Article (71). Where the conditions set forth in that Article are met, the judge may exercise discretionary authority to suspend the execution of a judgment, unless otherwise stipulated explicitly. To argue otherwise would undermine the general rules stipulated in the Penal Law, which constitute fundamental principles and core tenets of law that are indispensable to any legislative framework. A judge may neither deny their existence nor refrain from applying them where their conditions are fulfilled.

Challenge No. 15/2019/A - Session dated 12/03/2019

Principle No. (36) - Judicial Year (19)

Export (Camels - Customs)

Excluding camels from the definition of goods under Article (9) of the Unified Customs Law constitutes a misapplication of the law, as said article subjects all goods entering the country to taxes, prohibitions, and restrictions, and mandates the application of a unified customs tariff to subject goods, unless explicitly exempted by a specific provision.

Upon reviewing the Unified List of Goods of the Gulf Cooperation Council (GCC) Member States, it is evident that live animals are classified among restricted goods. The issuance of the Unified Customs Tariff Schedule serves both to facilitate customs operations within the GCC Customs Union and to implement the provisions of the Unified Customs Law. Such classification is further demonstrated in the Harmonized Commodity Description and Coding System adopted by the GCC Member States.

(Challenge No. 309/2018/A - Session dated 18/06/2019)

Principle No. (54) - Judicial Year (19)

Search (Warrant - Scope)

A judicial enforcement officer assigned to execute a Public Prosecution warrant for arrest and search is entitled to choose the appropriate time and circumstances to carry out the warrant in an effective manner, provided that the execution takes place within the time frame provided for in the warrant. Furthermore, where arrest is permissible, search is also permissible. If the search conducted by the judicial enforcement officer is authorized by law, the manner of its execution is left to the officer’s discretion. It is established that any measure undertaken by a judicial enforcement officer to uncover a crime is deemed lawful, even if it involves covert operations or assuming false

identities, so long as such methods are used to gain the trust of the suspect and do not involve the officer creating or inciting the crime. The act of accompanying or interacting with the perpetrators for the purpose of exposing a crime they are committing does not contravene the law, provided the suspects' free will remains intact and uninfluenced.

The requirement for obtaining a Public Prosecution warrant to search premises applies solely to the search of residences and their appurtenances, as the law seeks to protect the sanctity of residences. Accordingly, searching farms without a warrant is not objectionable where such farms are not annexed to a residence, are unfenced, or are neglected by their owners.

Challenge No. 95/2019/A - Session dated 26/03/2019

Principle No. (39) - Judicial Year (19)

Information Technology (Private Life - Trespassing - Crime)

Article (16) of the Cybercrime Law forms the basis of the accusation directed against the Respondent, and stipulates that: “The penalty with imprisonment for a period not less than one year and not exceeding three years and a fine not less than OMR one thousand and not exceeding OMR five thousands or by either penalty, shall be applied to any person who uses the informational network or the information technology facilities such as mobiles incorporated with cameras in trespassing on of families and individuals by the privity taking photographs or dissemination of their news or voice or video records even if it was true or aggressing the others with slander and defamation”.

Challenge No. 192/2020 - Session B, dated Tuesday, 11/06/2020

Principle No. (66) - Judicial Year (20)

Characterization (Description - Legal - Oversight)

The proper legal characterization of a case is a question of law and falls under the supervision of the Supreme Court, which may consider it by itself even if not raised by the litigants, i.e. the legal characterization assigned to the act by the prosecuting authority is merely a request. Therefore, the legislature has granted the court the authority to change the legal description of the act attributed to the accused, even if this change leads to a harsher characterization, as the presiding judge shall act as the highest legal authority therein, and his judgment shall prevail over any opinions presented by the litigants. This can only be achieved by thoroughly examining all aspects of the facts presented before the court, and by rendering a decision based on facts established in the case, even if the established facts require reclassifying the charge under a different legal description than the legal description stated in the indictment. It is not permissible for the court to render a judgment of acquittal on a charge submitted in a particular legal description without first considering the facts from all legal perspectives and confirming that they do not fall under any legal description that would constitute a punishable offense.

Challenge No. 329/2019, Session A, dated Tuesday, 22/10/2019

Principle No. (9) - Judicial Year (20)

Execution (Objection – Adjudication – Legislative Intent)

An objection to execution shall be adjudicated in accordance with the provisions set forth in Chapter Five, Sections Four and Five, of the Criminal Procedure Law. Pursuant to the Articles stipulated in both the aforementioned Sections, the execution of a judgment may give rise to a dispute that requires the court before which it is brought to examine and resolve it in a manner that fulfills the objective intended by the legislator through the aforementioned provisions.

Challenge No. 97/2020, Session B, dated Tuesday, 17/03/2020

Principle No. (61) - Judicial Year (20)

Execution (Motion in Arrest of Execution - Judgment - Stay of Execution)

The Motion in Arrest of Execution raised in the present Challenge, which is based on the extinction of the penalty due to the passage of time, constitutes a conclusive objection to the execution seeking to permanently stay the execution of the judgment, independently of the final judgment issued on the merits of the case. Accordingly, it is permissible even if the judgment has become final.

Challenge No. 517/2019, Session A, dated Tuesday, 12/11/2019

Principle No. (18) - Judicial Year (20)

Execution (Motion in Arrest of Execution - Consultation Chamber - Attendance)

The judgment contested in chambers was issued by a panel of three judges in the absence of a representative from the Public Prosecution. The case documents lack any record of a session minutes or any evidence indicating that the litigants (the Petitioner and the Public Prosecution) were legally notified to attend the session in chambers to hear the petitioner's arguments and the opinion of the Public Prosecution on the matter. Considering that the Public Prosecution is the principal opposing party in such an objection, such omission constitutes a violation of the requirements outlined in the aforementioned provisions, particularly Article (313) of the Criminal Procedure Law, as well as Articles (178 and 179) of the same law, which mandate the presence of a Public Prosecution representative in all penal court sessions.

Challenge No. 360/2020, Session B, dated Tuesday 20/08/2020

Principle No. (75) - Judicial Year (20)

Threat (Definition - Conditions)

Threat is an act performed by an individual that warns another of a danger intended to inflect bodily harm or property damages, which could cause harm to the targeted person. Such a threat may be accompanied by a demand or condition, or without either. On the other hand, violence refers to the use of physical force intentionally exerted against a person to compel such person to perform the required act as a result of the pain and harm inflicted upon them.

Challenges Nos. 45 and 46/2018/A - Session dated 23/10/2018

Principle No. (12) - Judicial Year (19)

Smuggling (Definition – Offense - Elements - Determination)

It is established that the material elements of a crime do not create liability nor warrant punishment unless accompanied by all the moral elements required for the existence of the crime itself. It is further established that the crime of smuggling is an intentional offense requiring criminal intent, where the perpetrator's will is directed toward committing the criminal act with knowledge of its elements. In principle, criminal intent is a fundamental component of the crime and must be established, as presumptive liability is inadmissible unless explicitly stipulated by law. It is also established that the mere presence in a customs control area while in possession of prohibited or restricted goods does not constitute smuggling or attempted smuggling unless evidence supports the existence of smuggling intent. Smuggling is effectively achieved by fully exiting the goods from the country’s territory or entering them into it. Alternatively, smuggling is deemed to have occurred if the goods subject to customs duties have not exited the customs zone but are accompanied by actions specified by the legislator, considering such actions likely to result in the imminent entering or exiting of goods in most cases. Accordingly, the legislator prohibited such acts and applied the provisions of a completed crime even if the smuggler failed to accomplish its intended goal.

Challenge No. 317/2019/A - Session dated 14/05/2019

Principle No. (52) - Judicial Year (19)

Smuggling (Confiscation - Public Order)

Confiscation may be mandatory when required by considerations of public order due to the nature of the item being outside the scope of lawful dealings, as the seized item is prohibited from public circulation. In such cases, the judge shall order the confiscation of the seized goods as a preventive measure that is enforceable against all persons. When such confiscation is ordered, the rights of third parties acting in good faith are not taken into account, as the measure is in rem rather than personal in nature. The order in this case is issued against the item itself not the accused.

Challenge No. 605/2019, Session A, dated Tuesday, 05/11/2019

Principle No. (17) - Judicial Year (20)

Charge (Commonality - Plea - Multiple Defendants)

The plea of commonality of the charge assumes the involvement of multiple defendants in a single act or crime. Each Defendant, however, retains the right to defend himself against the charge, regardless of the outcomes for other Defendants. Pleading commonality of the charge is deemed a substantive plea, which requires the court to determine the individual role of each Defendant separately. Otherwise, the judgment shall be deemed invalid, due to the principle of the personal nature of punishment, which mandates that no person shall be punished except for a crime he committed or contributed to. Accordingly, the court's judgment must clearly demonstrate the specific role played by the Defendant, forming in its entirety the offense for which the Defendant is being prosecuted. In other words, the ruling must not be ambiguous or vague to the extent that it becomes impossible to identify the

Defendant's true role. Whereas the contested ruling came in violation of the aforementioned, it requires annulment.

Challenge No. 543/2018/A - Session dated 04/12/2018

Principle No. (21) - Judicial Year (19)

Charge (Confrontation - Plea - Recording – Requirement)

If the court fails to confront the defendant with the charge against him and does not document his response, the court's final adjudication of the case remains incomplete, and the basis of the grounds of the judgment becomes unjustifiable. Furthermore, the court’s disregard of the Defendant’s argument violates the right of defense, contravenes with the sound legal procedures, and renders its judgment flawed in its application of the law and deficiency in reasoning, which invalidates the judgment and necessitates its annulment.

Challenge No. 408/2020, Session dated Thursday, 03/09/2020

Principle No. (78) - Judicial Year (20)

Flagrante delicto (caught while committing a misdeed) (Trial Court)

The determination of whether Flagrante delicto (caught while committing a misdeed) exists or not is a factual matter that is subject solely to the discretionary authority of the trial court, without review from other court, as long as it based its judgment on justifiable grounds.

Challenge No. 197/2020, Session dated Tuesday, 09/06/2020

Principle No. (65) - Judicial Year (20)

Crime / Offense (Characterization – Public Prosecution – Court – Non-Binding Nature)

The court shall not be bound by the legal characterization assigned by the Public Prosecution to the act attributed to the Defendant. It is the court's duty to thoroughly examine the case in all its aspects and discerptions and to apply the provisions of the law thereto in a sound and appropriate manner.

Challenge No. 16/2020, Session B, dated Tuesday, 10/03/2020

Principle No. (55) - Judicial Year (20)

Crime / Offense (Establishing Criminal Liability – Generalization – Invalidity – Evidence – Proof)

Establishing criminal liability does not recognize generalization; it requires specificity and does not adhere to the logic of treating defendants as a collective or establishing criminal liability to a group without distinct determination and individualization. It was established that the mentioned grounds of the judgment were vague and ambiguous, as it failed to specify the role of each Defendant in the incident for which he was convicted, as merely apprehending the Defendants at the location where deer meat was found is not deemed sufficient. The court was required to establish evidence linking each individual Defendant to the accusation of hunting. Particularly, the seized meat may confirm the occurrence of hunting but not the specific act of unlawful hunting attributed to the Defendants, which must be established with sound and acceptable evidence derived from the case documents. Whereas the judgment was issued otherwise, the judgment was issued in violation of the law and the right of defense, rendering the judgment invalid and necessitates its annulment

Challenge No. 543/2018/A - Session dated 04/12/2018

Principle No. (21) - Judicial Year (19)

Crime / Offense (Elements - Motive)

The motive behind committing a crime does not constitute an element of the offense. Accordingly, it differs from the act of admission of possession.

(Challenge No. 1189/2018/A - Session dated 16/10/2018)

Principle No. (9) - Judicial Year (19)

Crime / Offense (Human Trafficking - Punishment - Deprivation of Liberty)

The judgment did not impose a punishment on the Appellant for the offense of depriving the victim of her liberty, instead the judgment was issued to punish the Appellant solely for the crime of human trafficking, as it constitutes the more severe offense under the provisions of the first paragraph of Article (63) of the Penal Law.

Challenge No. 311/2020, Session A, dated Tuesday 18/08/2020

Principle No.: (74) - Judicial Year (20)

Crime / Offense (Investigation - Enforcement Officers - Conditions)

It is established that any measure undertaken by a judicial enforcement officer to uncover a crime is deemed lawful, even if it involves covert operations or assuming false identities, so long as such methods are used to gain the trust of the suspect and do not involve the officer creating or inciting the crime. The act of accompanying or interacting with the perpetrators for the purpose of exposing a crime they are committing does not contravene the law, provided the suspects' free will remains intact and uninfluenced. The enforcement officer accompanying their confidential informant, who pretends to purchase drugs from the Appellant, does not constitute incitement to commit the crime, as long as the Appellant provided the drugs willingly and voluntarily.

Challenge No. 537/2019, Session A, dated Tuesday, 29/10/2019

Principle No. (12) - Judicial Year (20)

Crime / Offense (Legal Person - Capacity)

The subject offense is attributed to a company, which is a legal person owning the shops and assets. Whereas the subject individual is merely an employee therein, filing the case against him constitutes an action against a party without legal capacity.

Challenge No. 714/2019, Session B, dated Tuesday, 03/12/2019

Principle No. (25) - Judicial Year (20)

Administrative Penalties (Jurisdiction)

Administrative penalties are sanctions with a punitive nature, which the legislator entrusts to the administrative authority to impose as a result of a violation of a legal obligation or an infringement on a protected interest. Such penalties aim to safeguard the public interest or maintain public order. Therefore, administrative sanctions have become a well-established means of enforcing the law, reflecting the balance between the administration's duty to uphold the law and individuals' rights to exercise their freedoms.

Challenge No. 852/2019, Session B, dated Tuesday, 26/11/2019

Principle No. (23) - Judicial Year (20)

Mental State (Evaluation - Trial Court)

The evaluation of the Defendant's mental state is a subjective matter that is subject to the discretionary authority of the trial court.

Challenge No. 902/2019, Session B, Tuesday, December 31, 2019

Principle No. (34) - Judicial Year (20)

Juvenile (Trial – Attorney - Invalidity)

The trial of a juvenile before the Court of Appeal without legal representation invalidates the judgment for violation of the law and the right of defense. This issue pertains to public order as it pertains to one of the general principles governing the trial stage, which requires the annulment of the contested judgment.

Challenge No. 1043/2019, Session A, dated Tuesday, 05/05/2020

Principle No. (59) - Judicial Year (20)

Attendance (Defendant - Trials - Misdemeanors - Punishment - Imprisonment - Mandatory)

The attendance of the Defendant in all trial proceedings concerning misdemeanors punishable by imprisonment is mandatory. Accordingly, it is impermissible for the Defendant to attend by representation. Even if a representative attends and pleads on behalf of the Defendant in the case, such representation shall be deemed null and void, rendering the defense invalid.

Challenge No. 1068/2019, Session B, dated Tuesday, 11/02/2020

Principle No. (48) - Judicial Year (20)

Civil Right (Challenge - Public Prosecution Case)

(Article 245) of the Criminal Procedure Law stipulates that: “The plaintiff or the person responsible for the civil right may not appeal except in relation to this right”. Therefore, the Appellant's challenge regarding the public action, as outlined in their grounds of Challenge, is inadmissible. Accordingly, and based on the aforementioned, and whereas the contested judgment ruled to the inadmissibility of the appeal of the public action filed by the Plaintiff – Claimant of the civil right (the Appellant), the judgment was issued in accordance to the law, which renders the Appellant's objection in this regard is unfounded.

Challenge No. 865/2019, Session A, dated Tuesday, 28/01/2020

Principle No. (42) - Judicial Year (20)

Judgment (Contradiction - Fault - Invalidity)

If the grounds provided by the court in its judgment contradicts itself, whereby some points negate others, or lacks consistency, clarity, or coherence, so that it indicates a flawed understanding of the elements of the case from which the court's conviction was derived, which renders establishing the grounds of the judgment, whether relating to the facts of the case or the application of the law, impossible, which in turn renders the Supreme Court unable to properly exercise its oversight due to the unclear basis provided in the judgment, consequently, making it impossible to discern the grounds upon which the trial court formed its conviction and belief in the case. Accordingly, the judgment is deemed erroneous and requires annulment.

Challenge No. 445/2018/A - Session dated 16/10/2018

Principle No.: (5) - Judicial Year (19)

Judgment (Procedures - Substantive Defense - Arrest - Invalidity)

Faliure of the contested judgment to address the Appellant's plea regarding the invalidity of the arrest and search, as well as the arrest being conducted by a person unauthorized to carry out the procedure within the jurisdiction, constitutes a violation of the right of defense, which requires annulment of the judgment, as the plea pertains to a substantive defense.

Challenge No. 303/2018/A - Session dated 16/10/2018

Principle No. (7) - Judicial Year (19)

Judgment (Acquittal - Evidence)

The validity of a judgment of acquittal shall not be undermined by the court's failure to address some of the prosecution's evidence. In cases of acquittal, the trial court is not required to address every piece of incriminating evidence. The court's omission of discussing such evidence implies that the court dismissed it and did not find it sufficiently convincing to establish the Defendant's guilt in terms of the subject charges.

(Challenge No. 301/2018/A - Session dated 23/10/2018)

Principle No. (11) - Judicial Year (19)

Judgment (Issuance - Session)

There is nothing preventing the court from adjudicating the case in the same session if the court deems the case ready, provided there are no pending requests from the litigants requiring further examination.

Challenge No. 597/2018/A - Session dated 06/11/2018

Principle No. (16) - Judicial Year (19)

Judgment (Confirmation – First Instance Judgment - Referral of Grounds)

The contested judgment shall remain legally sound even if it confirms the First Instance Judgment by relying on the grounds thereof, provided that such grounds are deemed justifiable. The Court of Appeal may also supplement such grounds with additional ones. Furthermore, if the Appellant has not raised any new defenses before the Court of Appeal that materially differs from those presented before the Primary Court, and the argument regarding the lack of causal relationship between the alleged fault attributed to the Appellant and the victim's death does not amount to a novel defense. Rather it is deemed a substantive debate regarding the evaluation of evidence, deduction and interpretation of

the facts of the case, which is not permissible for review by the Supreme Court. Accordingly, the challenge is dismissed.

Challenge No. 955/2018/A - Session dated 01/01/2019

Principle No. (25) - Judicial Year (19)

Judgment (Grounds - Principles)

The grounds of the judgment were merely reproduced from the case files, which contravenes the principles of providing proper grounds for the rulings. The pursuit of justice and the obligation to uphold the law are fundamental principles guiding the judiciary in delivering equitable judgments, regardless of how reprehensible the crime may be. Moreover, observance of procedural requirements that nullify a judgment is indispensable, as investigative records prepared prior to the trial hold no evidentiary value under Article (186) of the Criminal Procedure Law. Furthermore, the absence of witnesses cannot be disregarded.

Challenge No. 576/2018/B - Session dated 02/04/2019

Principle No. (18) - Judicial Year (19)

Judgment (in Absentia - Appeal - Opposition)

A person against whom a judgment in absentia has been issued has the right either to oppose or appeal the judgment, and may choose to pursue either course. If the convicted person chooses to appeal the judgment in absentia, this indicates a waiver of his right to oppose to the judgment, and opting to proceed through the appeal. Given that the appeal logically follows the opposition to judgment, the opposition is then deemed inadmissible, even if filed within the prescribed time frame.

Challenges Nos. 133 and 856/2018/A - Session dated 22/01/2019

Principle No. (26) - Judicial Year (19)

Judgment (Grounds – Statement)

The judgment articulated the facts of the case in a manner that comprehensively established all legal elements and components of the offence for which the Appellant was convicted. The judgment provided sufficient evidence to substantiate the conviction, which was presented for deliberation and examined thoroughly during trial proceedings. The accused was afforded the opportunity to address the charges and present its defense, as recorded in the trial minutes. The judgment derived its findings from evidence with a sound basis provided by the case documents, presenting such findings through clear, detailed, and coherent statement devoid of inconsistencies or ambiguities. Such evidence justifies and supports the legal conclusions of the judgment.

(Challenge No. 671/2018/A - Session dated 29/01/2019)

Principle No. (30) - Judicial Year (19)

Judgment (Statements - Grounds)

The court shall provide in the grounds of its judgment conclusive evidence that the court has thoroughly reviewed the case documents, fully understood the evidence of conviction and the evidence of defense with full awareness and insight, and weighed such evidence. The judgment shall also be free from arbitrary deductions, contradictions, or deviation from logic and the natural order of things. The grounds stated or used by the judge in his ruling should appeal to rationality and logic, in order to provide solid justifiable grounds to form the belief and conviction of the court, which can only be achieved if the grounds articulated in the judgment provides for such justification, which can only be achieved through statements that adhere to of reason and logic. It is not enough to assert the fairness of the judgment merely due to the adequacy of its grounds, rather, the grounds must also be logical, with the conclusions derived from the evidence being sound and coherent in light of reason and logic.

Challenge No. 1019/2018/A - Session dated 26/02/2019

Principle No.: (33) - Judicial Year (19)

Judgment (Grounds – Statement)

The grounds of the contested judgment established the absence of the elements of premeditation and deliberation on the part of the Respondent. It demonstrated that the Respondent neither planned, orchestrated, nor lured the victim with the intent to kill him, as a physical altercation occurred between them, during which violence was exchanged, where the victim, due to his physical strength, overpowered the Respondent. The altercation culminated in the Respondent using a knife that was on his person to inflict multiple stab wounds on the victim, one of which pierced his lung and caused his death. Furthermore, the victim's presence at the crime scene was unforeseen by the Respondent.

Challenges Nos. 82, 83, and 84/2019/B - Session dated 30/04/2019

Principle No. (21) - Judicial Year (19)

Judgment (Statements - Validity - Invalidity)

The preamble of the contested judgment shows significant procedural deficiencies that render it devoid of the essential components of a valid judicial ruling, foremost of which is the absence of a reference to its issuance in the name of His Majesty the Sultan, as required by law. Additionally, it omits any indication that it was rendered by a panel of three judges, nor does it acknowledge the presence of the representative of the Public Prosecution or the court’s clerk. Furthermore, the case records do not demonstrate the existence of official session minutes.

The judgment also fails to establish that the court held a public hearing to deliberate on the request to join. It neglected to duly notify the litigants (the Appellant requesting the joinder and the Public Prosecution) to hear their statements and requests, the Public Prosecution’s opinion and requests, notwithstanding the latter’s role as the principal opposing party in such a matter. Accordingly, the court has violated the aforementioned articles. Whereas the judgment was issued in violation of the aforementioned, it is deemed null and void.

Challenge No. 162/2019/B - Session dated 14/05/2019

Principle No. (22) - Judicial Year (19)

Judgment (Grounds - Definition)

The grounds of the judgment refer to the set of factual and legal arguments upon which the judgment derived its conclusions and thereafter its wording. In other words, the grounds of the judgment are the set of grounds and logical foundations and justifications that lead to the conclusion reached by the judgment, whether the Defendant is convicted or acquitted. The grounds include two basic parts: the first is the presentation of the factual and legal evidence upon which the judgment is based, and the second is the response to the substantive defenses and arguments presented during the consideration of the case. To serve its intended legal purpose, the grounds of a judgment must meet two fundamental requirements. First, to be detailed and explicit. Second, to be consistent and free from contradictions or logical discrepancies. Detailed grounds mean that they are sufficient to support the judgment and provide justification thereof.

Challenge No. 2/2019/B - Session dated 17/06/2019

Principle No. (26) - Judicial Year (19)

Judgment (Generality - Ambiguity - Corruption - Cassation)

A judgment should not be faulted by generality or ambiguity that would obstruct the determination of whether it is correct or flawed in its application of the law to the facts of the case. If the grounds of a judgment were genitalized or ambiguous in affirming or refuting facts, whether concerning the elements and circumstances of the crime, addressing substantive defenses, establishing the basis for conviction in general, or characterized by inconsistencies, all of which indicate misinterpretation of the merits and facts of the case, making it impossible to identify the basis upon which the judgment was issued,

whether related to the facts of the case or to the application of the law, thus preventing the Supreme Court from properly exercising its oversight.

Challenges Nos. 1081/2019 and 54/2020, Session A, dated Tuesday, 24/03/2020

Principle No. (56) - Judicial Year (20)

Judgment (Jurisdiction - Appeal - Non-Adjudication)

A judgment issued by the Primary Court declaring lack of jurisdiction does not exhaust its jurisdiction over the subject matter of the case, as such a judgment only addressed the form and the procedural aspect of the case without addressing the substantive merits of the case. If the first instance judgment was appealed and subsequently quashed by the Court of Appeal, the case shall be returned to the Primary Court for adjudication on the merits of the case.

Challenge No. 881/2019, Session A, dated Tuesday, 10/12/2019

Principle No. (30) - Judicial Year (20)

Judgment (Final – Punishment - Statute of Limitations)

A final judgment is that which acquires the authority of res judicata with respect to the penal case, thereby extinguishing the public prosecution case. Non-final judgments do not possess such authority. Accordingly, the term final judgment as contemplated under Article 328 of the Criminal Procedure Law refers to a judgment that is res judicata in nature. It is legally inconceivable for the statute of limitations to commence prior to the extinction of the public action by virtue of a final judgment.

Challenge No. 517/2019, Session A, dated Tuesday, 12/11/2019

Principle No. (18) - Judicial Year (20)

Judgment (Acquittal - Conditions)

The court may not issue a judgment of acquittal unless it has thoroughly examined the facts of the case, its elements, and the legal provisions applicable thereto. While it is within the court's discretion to acquit the accused if it doubts the validity the charge attributed thereto, finds the evidence insufficient, identifies procedural defects, or determines that the act in question is not punishable by law, such discretion is contingent upon the judgment demonstrating that the court has thoroughly examined the case, the court acquired full understanding of the circumstances of the case, interpreted the legal texts applicable to the case, and reflected on the legislator's intent and objective of such legal texts, so that the judgment is issued free from any violation, misapplication, or misinterpretation of the law.

Challenge No. 486/2019, Session B, dated Tuesday, 29/10/2019

Principle No. (13) - Judicial Year (20)

Judgment (Acquittal – Grounds – Deficiency in Reasoning)

The judgment was deficient in its reasoning for acquitting the Respondent of both charges, on the grounds that the arrest report and the form comparing the money handed to the undercover informant with the seized amount were prepared solely by the sole witness in the case. However, the evidence and presumptions presented in the case are consistent. Furthermore, the Respondent confessed in the investigation report to possessing psychotropic substances with the intent to traffic and consume them. Whereas the judgment failed to address this aspect, which reflects its issuance without thoroughly examining the facts of the case, fully grasping the circumstances and particulars of the case, or adequately examining and assessing the evidence supporting the charges. Accordingly, the judgment is rendered marred by flaws in substantiation and invalidating deficiency in reasoning.

Challenge No. 12/2020, Session B, dated Tuesday, 18/02/2020
Principle No. (50) – Judicial Year (20)

Judgment (Reasoning – Defense)

The reasoning of judicial rulings achieves its purpose only when the judgment instills confidence that the court has thoroughly understood the defenses and pleas presented by the litigants, addressed the subject matter of the dispute, and responded to all substantive defenses raised during the proceedings. It was established in the contested judgment – as previously outlined – that it was flawed by its violation of the right of defense, as well as deficiency in reasoning, which requires its nullification and reconsideration.

Challenge No. 585/201, Session A, dated Tuesday, 10/12/2019

Principle No. (26) - Judicial Year (20)

Judgment (Reasoning - Ambiguity – Vagueness - Invalidity)

The grounds provided by the court in its judgment were vague and ambiguous. The judgment violated the law where it established a legal presumption based on the assumed knowledge of the nature of the narcotics inferred from mere possession. Moreover, the court improperly shifted the burden of proof onto the Appellant to establish their innocence, which faults the judgment and necessitates its annulment.

Challenge No. 979/2019, Session A, dated Tuesday, 05/05/2020

Principle No. (61) - Judicial Year (20)

Judgment (Recidivism- Aggravating Circumstance – Statement)

Whenever a court concludes that a accused is a recidivist offender, the court is required to explicitly identify and establish the conditions required by law for this aggravating circumstance to apply, as such establishment, whether confirmed or denied, would directly influences the sentence to be imposed. Whereas the contested judgment failed to adequately demonstrate the conditions for establishing the Appellants'

repetition of the offence, which renders it impossible for the Supreme Court to effectively oversee the validity of the legal application to the facts as set forth in the judgment. Accordingly, the judgment is flawed due to deficiency in reasoning.

Challenge No. 105/2020, Session A, dated Tuesday, 24/03/2020

Principle No. (57) - Judicial Year (20)

Judgment (Execution – Stay of Execution - Grounds)

In principle, judgments are to be executed. Staying the execution is deemed an exception to the rule. Whenever the court orders a stay of execution, the court is required to state the grounds upon which its decision was based. The acceptance of the grounds and ruling in favor of staying the execution of a judgment is a matter that is subject to the discretionary authority of the trial judge and the court.

Challenge No. 365/2019, Session A, dated Tuesday, 15/10/2019

Principle No. (4) - Judicial Year (20)

Judgment (Felony - Statement)

Criminal judgments are based on certainty and conviction, not on speculation or probability. Article (220) of the Criminal Procedure Law mandates that "Every judgment of conviction must include a statement of the incident requiring the penalty, the circumstances in which it occurred, and the text of the law under which the judgment was made", ensuring that the judgment includes a statement that establishes the Defendant's guilt, and the evidence based on which it issued its judgment in a manner that provides clarification and validation of the basis and grounds of the judgment, otherwise the judgment shall be deemed deficient.

Challenge No. 625/2019, Session A, dated Tuesday, 08/10/2019

Principle No. (3) - Judicial Year (20)

Judgment (Basis - Statement)

The court issuing the judgment failed to substantiate the basis on which it based its judgment, in terms of the existence of premeditation on the part of the Appellant, as it was established that the Appellant's suspicion about the victim's conduct and behavior, which provoked jealousy leading to the act of murder. However, the evidence presented in the case lacked any definitive indication confirming the aforementioned allegations. Accordingly, the judgment was flawed, which requires annulment.

Challenge No. 625/2019, Session dated Tuesday, 08/10/2019

Judgment (Challenge - Conditions)

The Criminal Procedure Law sets forth four conditions for the admissibility of challenges by cassation against judgments, as derived from Articles 245, 247, and 249 of the same law. First, the judgment must be issued in relation to a felony or misdemeanor. Second, the judgment must be rendered by the final degree of ordinary litigation. Third, the judgment must resolve the subject matter of the case, unless the judgment dismisses the case. Fourth, the judgment is final.

Challenge No. 1068/2019, Session B, dated Tuesday, 11/02/2020

Principle No. (48) - Judicial Year (20)

Judgment (Punishment - New Law - Old Law – Suspension of Execution - Conditions)

The contested judgment convicted the Respondent of a felony, with a sentence of imprisonment and a fine with a suspension of execution. The incident occurred on (03/08/2017) under the old Penal Law, wherein Article (47) permitted the judge to suspend the execution of a punishment in cases involving disciplinary or corrective punishments, provided the conditions stipulated in that Article were met.

However, the contested judgment suspended the execution of the punishment imposed on the respondent, despite it qualifying as a punitive measure classified as a "terror-related punishment" under the law. Accordingly, the court violated the law and erred in its application by suspending the execution of such a punishment. Accordingly, the judgment is faulted, as aforementioned, by misapplication of the law.

Challenge No. 423/2019, Session A, dated Tuesday, 12/11/2019

Principle No. (19) - Judicial Year (20)

Judgment (Punishment - Suspension of Execution - Punishment - Terrorism)

It is evident from the contested judgment that Article (111) of the same law was applied which does not permit reducing the punishment to less than half of the prescribed minimum, specifically five years of imprisonment. Moreover, the contested judgment applied Article (74) of the same law, which prohibits the suspension of terror-related punishments. Accordingly, the contested judgment violated the law and erred in its application, which requires partial annulment with respect to the imposed penalty.

Challenge No. 905/2019, Session A, dated Tuesday, 28/01/2020

Principle No. (45) - Judicial Year (20)

Judgment (Punishment - Aggravation - Unanimous Consensus)

A judgment that aggravates the punishment by increasing it from ten days of imprisonment, as per the preliminary ruling, to one year of imprisonment, without explicitly stating that it was issued unanimously, shall be deemed null and void.

Challenge No. 226/2020, Session B, dated Tuesday, 11/06/2020

Principle No. (68) - Judicial Year (20)

Judgment (Flaw - Contradiction)

The contradiction that vitiates a judgment arises within the grounds of the judgment, where some parts negate what others affirm, leaving the court's intent unclear. However, the grounds of the contested judgment establish that the judgment accurately stated the facts of the case and presented the evidence as documented in the case documents. The judgment then stated it conclusions, finding no proof of the crime of participating in the felony of forgery against the Defendants while establishing the crime of using the forged document with knowledge of its falsification, which eliminates any claim of contradiction in the judgment.

Challenge No. 777/2019, Session A, dated Tuesday, 31/12/2019

Principle No. (34) - Judicial Year (20)

Judgment (Deed - Loss - Invalidity)

The judgment deed constitutes the sole instrument that attests to the existence of the judgment as issued and founded upon the grounds articulated therein. The invalidity of such instrument inherently leads to the invalidation of the judgment itself, as it becomes impossible to rely on a true and complete original document that affirms the existence of the judgment, its wording, and grounds.

Challenge No. 883/2019, Session A, dated Tuesday, 25/02/2020

Principle No. (52) - Judicial Year (20)

Private Life (Definition - Protection)

The sanctity of private life is among the most essential rights inherent to human beings, which individuals are entitled to safeguard by preventing others from intervening therewith through the disclosure of their secrets. While the standard of what constitutes private life may vary between societies or among individuals, this does not render the

concept incomprehensible. Also, it is impossible to set a general comprehensive definition of private life, as each case must be assessed based on its specific circumstances and the context in which it arose, including considerations such as phone numbers and the identities of their owners.

Challenge No. 192/2020, Session B, dated Tuesday, 11/06/2020

Principle No. (66) - Judicial Year (20)

Indecent Act (Material Element – Proof)

The case documents lack the material element of the crime, as no indecent assault was committed against the victim by the accused. It was established that the accused merely opened the vehicle door. Furthermore, the Appellant serves in the Royal Oman Police, making it implausible that he would place himself in a position associated with a crime of this nature.

The victim was in a vehicle, not in a closed place that would be difficult to access, and she was in a normal state, fully dressed and wearing her head covering. Under these circumstances, it is unlikely that she would be subjected to actions that could constitute indecent assault, thus negating the existence of the offense, all of which faults the contested judgment, which necessitates its annulment.

Challenge No. 508/2020, Session B, dated Thursday, 17/09/2020

Principle No. (81) - Judicial Year (20)

Fault (Causal Relationship - Supersession)

The fault of the victim does not, in itself, negate the fault of the Defendant, nor does it sever the causal relationship, unless the victim's fault is so abnormal and unforeseeable that the Defendant could neither anticipate it nor, consequently, predict the outcome resulting from such fault. Accordingly, it suffices for the court to establish that one form of

fault exists on the Defendant's part, provided that such fault is, by itself, sufficient to cause the incident. Such determination is subject to the discretionary authority of the court.

(Challenge No. 981/2018/A - Session dated 05/03/2019)

Principle No. (35) - Judicial Year (19)

Kidnapping (Crime - Elements)

The crime of kidnapping by force consists of two fundamental acts: the first is forcibly removing the victim from their location with the intent to transport them to another location. Second, to transport the victim to such other location to achieve the intended purpose. Anyone who commits either or both of the aforementioned acts is considered a principal perpetrator of the crime. Whereas the grounds of the contested judgment establish that the Defendants, including the Appellant, forcibly removed the victim from his residence after midnight, forcing him into a vehicle and heading toward Muscat as an act of retaliation against the victim's brother, who had borrowed money from one of the Defendants and failed to repay it. The victim's roommate attempted to rescue him but was unsuccessful. During the journey, divine intervention led the vehicle to pass through a precautionary police checkpoint, where the victim sought help by knocking on the vehicle's window. The police noticed the distress signal, stopped the vehicle, and the victim exited, gasping and stating that he has been kidnapped and that the kidnappers wanted to kill him.

(Challenge No. 647/2018/A - Session dated 22/01/2019)

Principle No. (27) - Judicial Year (19)

Kidnapping (Crime - Elements)

The crime of kidnapping by force consists of two fundamental acts: the first is forcibly removing the victim from their location with the intent

to transport them to another location. Second, to transport the victim to such other location to achieve the intended purpose. The criminal intent in this offense lies in the perpetrator's deliberate severance of the victim's connection with his family in a definitive manner, regardless of the perpetrator's motive. The motive, whether present or absent, holds no relevance to the existence of the crime.

(Challenge No. 89/2019/A - Session dated 07/05/2019)

Principle No. (50) - Judicial Year (19)

Defense (Substantive - Response)

The Appellant's defense, claiming that the incident occurred as a result of an error on the part of the victims, for which the Appellant bears no responsibility and which, in itself, was sufficient to produce the outcome, constitutes a substantive defense, and the court is required to examine or respond thereto, providing justifiable response to refute it, as establishing such plea would change the judgment issued in the case.

Challenge No. 525/2018/A - Session dated 13/11/2018

Principle No. (17) - Judicial Year (19)

Legitimate Self-Defense (Conditions)

The state of legitimate self-defense arises when a positive act occurs that causes the Defendant to fear the commission of a crime for which self-defense is permitted, whether the Defendant was actually attacked or the victim initiated an act of aggression that reasonably led the accused to believe there was a danger. The court found, through the testimony of the prosecution witnesses and the recorded footage, that the Defendant initiated the assault on the victim, who was screaming and attempting to restrain the Defendant's hand holding the knife. Accordingly, the victim was assaulted/ attacked by the Accordingly, and the latter failed to establish otherwise.

Challenge No. 899/2018/A - Session dated 19/03/2019

Principle No. (37) - Judicial Year (19)

Legitimate Self-Defense (Elements - Conditions)

The right of legitimate self-defense is a legal right established by law, granted to those subjected to aggression against their person, honor, property or the person, honor, or property of others. It is established if the person believes that there is a danger, and the person shall then be entitled to defend against such danger in accordance with the regulations defined in Article (46) of the Penal Law. The Law aims to render the act of the defender in such cases non-offense, under the conditions of self-defense, as it is impractical for the State authorities to provide personal protection to all citizens for their lives, honor, and property.

Challenge No. 894/2019, Session B, dated Tuesday, 21/01/2020

Principle No. (40) - Judicial Year (20)

Plea (Inadmissibility - Material)

A plea presented before the Court of Appeal, issuing the contested judgment, to dismiss the case for being filed after the deadline stipulated in Article (5) of the aforementioned law constitutes a substantive defense, as it such plea is established, it would change the outcome of the case. Therefore, the court was required to thoroughly examine the facts of such substantive defense, and either establish its validity or respond thereto providing justifiable grounds, if it decides to disregard it. However, the court the court entirely disregarded this substantive defense, neither addressing it nor providing a response. It is established in the rulings of the Supreme Court that any failure to address a substantive defense raised by a litigant, which could influence the outcome of the case, constitutes a violation of the right of defense. Accordingly, the contested judgment is rendered marred by violation of the right of defense and the deficient reasoning.

Challenge No. 165/2020, Session A, dated Tuesday, 19/05/2020

Principle No. (62) - Judicial Year (20)

Blood Money (Compensation - Fair Compensation)

In cases where there is no predetermined compensation or prescribed restitution, the judge shall estimate fair compensation, at its discretion, within the framework of the established compensation. The compensation for both material and moral damages determined by the contested judgment aligns with the provisions of the law.

Challenge No. 446/2020, Session dated Thursday, 03/09/2020

Principle No. (79) - Judicial Year (20)

Deterrence (Administrative - Penal)

Administrative penalties are not a substitute for penal punishments; rather, they are applied when necessary. Administrative deterrence operates alongside criminal deterrence to address violations of laws and regulations. Matters warranting administrative punishment shall be addressed accordingly, while those warranting penal punishment shall be also addressed accordingly, based on the nature of the offense committed, the corresponding limits of the penalties, and its proportionality to the severity of the offense.

Challenge No. 667/2019, Session A, dated Tuesday, 10/12/2019

Principle No. (28) - Judicial Year (20)

Administrative Deterrence (Criminal Deterrence - Jurisdiction)

Administrative deterrence operates alongside criminal deterrence to address all violations of laws and regulations. Violations warranting administrative punishment shall be addressed accordingly, while those warranting penal punishment shall be also addressed accordingly, based on the nature of the offense committed, the corresponding limits of the penalties, and its proportionality to the severity of the offense.

Challenge No. 852/2019, Session B, dated Tuesday, 26/11/2019

Principle No. (23) - Judicial Year (20)

Theft (Sheep - Embezzlement)

The stolen sheep were grazing freely, without the court establishing whether, at the time of the taking, they were in the possession of the complainants in such a manner that they exercised actual control and dominion over them, which is necessary to satisfy the element of asportation in the misdemeanor of theft for which the Defendants were convicted. Furthermore, the judgment failed to clarify how the theft occurred; the grounds provided were insufficient to adequately outline the facts of the case or to establish the offense with all its requisite legal elements. Accordingly, the judgment is rendered marred by deficiency in reasoning.

Challenge No. 691/2019, Session A, dated Tuesday, 10/12/2019

Principle No. (25) - Judicial Year (20)

Theft (Definition)

The act of asportation in the crime of theft occurs when physical property is unlawfully taken from the possession of the victim without their consent and with the intent to taking ownership/ seizing the same.

Challenge No. 691/2019, Session A, dated Tuesday, 10/12/2019

Principle No. (25) - Judicial Year (20)

Theft (Intent - Conditions)

The criminal intent in the crime of theft or its attempt lies in the perpetrator's awareness at the time of committing the act that he is unlawfully seizing movable property owned by another without the owner's consent and with the intent of taking ownership/ seizing the same. It is not required for the judgment to independently address the perpetrator’s intent, as long as it can be inferred from the grounds provided in the judgments in terms of the facts of the case and the evidence presented therein.

Challenge No. 545/2019, Session A, dated Tuesday, 15/10/2019

Principle No. (6) - Judicial Year (20)

Theft (Intent – Conclusion)

The criminal intent in the crime of theft or its attempt lies in the perpetrator's awareness at the time of committing the act that he is unlawfully seizing movable property owned by another without the owner's consent and with the intent of taking ownership/ seizing the same. The grounds of the judgment in its listing of the facts of the case, the evidence presented therein, and its response to the Appellant's defense in this regard indicates the existence of a criminal intent.

The inference of intent to commit theft from the conduct of the Appellant is subject to the discretionary authority of the trial court.

Challenge No. 900/2019, Session B, dated Tuesday, 28/01/2020

Principle No. (43) - Judicial Year (20)

Theft (Intent - Asportation)

The criminal intent in the crime of theft lies in the perpetrator's awareness at the time of committing the act that he is unlawfully seizing movable property owned by another without the owner's consent and with the intent of taking ownership/ seizing the same. It is not required for the judgment to independently address the perpetrator's intent.

Challenge No. 8/2020, Session B, dated Tuesday, 25/02/2020

Principle No. (52) - Judicial Year (20)

Theft (Intent - Independent Address - Non-Requirement)

It is not required for a judgment to independently address the intent to commit theft, as long as the crime, as established by the judgment, inherently demonstrates that the Defendant intended by his actions to seize and take possession of the subject property.

Challenges Nos. 1060 and 1061/2019, Session B, dated Tuesday, 17/03/2020

Principle No. (63) - Judicial Year (20)

Weapons (License - Conditions - Intent - Use)

It is impermissible to presume good faith without first verifying all circumstances and facts. It was established that the court failed to question the weapon owner regarding the reason why he placed the weapons and ammunition in the vehicle, instead relying solely on the statement that the weapons were in the vehicle for maintenance purposes and that the Defendant's possession of the weapon was incidental. Moreover, it is established that confiscation, as stipulated in Article (26) of the Weapons, Ammunition, and Explosives Law, is a procedure aimed at transferring ownership of seized items connected to the crime to the State, forcibly and without compensation. Confiscation is deemed mandatory punishment, serving as a precautionary measure. When the conditions for mandatory confiscation are met, the judge is required to issue a confiscation order, as it is a preventive measure designed to remove the item from its possessor to prevent a potential crime of the use of the confiscated item.

Challenge No. 107/2019/A - Session dated 23/04/2019

Principle No. (48) - Judicial Year (19)

Weapon (License - Possession by Others)

The provisions of Article (5) of the Weapons, Ammunition, and Explosives Law are explicit in prohibiting the licensed weapon owner from transferring the weapon to another party without obtaining a license for such a transfer, which is a license different from the license for possessing the weapon.

Challenge No. 789/2019 - Session A, dated Tuesday, 10/12/2019

Principle No. (27) - Judicial Year (20)

Weapon (Possession - License)

Mere physical possession of a weapon without a license, whether prolonged or brief and regardless of its motive - even if incidental - is sufficient to establish the crime of unlicensed possession of a weapon. The commission of such offense requires only general criminal intent, which is satisfied by knowingly and deliberately possessing the weapon without a license.

Challenge No. 267/2020, Session A, dated Tuesday, 23/06/2020

Principle No.: (70) - Judicial Year (20)

Weapon (Accessory Penalty - Supplementary Penalty)

Ancillary or supplementary penalties are sanctions that are imposed in conjunction with the principal penalties; they cannot be applied independently but are rather ancillary to a primary sentence. They are not imposed independently. What distinguishes an ancillary penalty from a supplementary penalty is that the former attaches to the convicted individual by operation of law as a consequence of a principal sentence, and therefore, need not be expressly stated in the judgment. Accordingly, ancillary penalties are always mandatory in nature. They are insufficient on their own to serve as punishment for the offense and thus are dependent upon the imposition of a principal

penalty, as such ancillary penalties exist or lapse with the principal penalties. As for supplementary penalties, although similarly insufficient on their own to serve as punishment for the offense and thus are dependent upon the imposition of a principal penalty, must be expressly ordered by the court in its judgment. If the court fails to state a supplementary penalty in its judgment, it cannot be enforced. This distinction is the key legal difference between ancillary and supplementary penalties.

Challenge No. 789/2019, Session dated Tuesday, 10/12/2019

Principle No. (70) - Judicial Year (20)

Driving (Speed - Criminal Liability - Conditions)

The speed that serves as grounds for criminal liability in cases of manslaughter and negligent injury is not subject to fixed limits. Rather, it is the speed that exceeds the limit required by the circumstances of the case, traffic conditions, time, and place, resulting in death or injury. The determination of whether the vehicle's speed, under certain conditions, constitutes an element of negligence is subject to the discretionary authority of the trial court, as is the assessment of the appropriate penalty.

Challenge No. 1003/2019, Session A, dated Tuesday, 28/01/2020

Principle No. (41) - Judicial Year (20)

Attempt (Definition)

Article (29) of the new Penal Law No. (7/2018) defines an attempt as the commencement of an act with the intent to commit a felony or misdemeanor, if the act is interrupted or its effect fails due to reasons beyond the perpetrator’s control. It is established that, for an attempt to be established, it is not required for the perpetrator to commence executing the exact act constituting the crime itself. However, the act

undertaken must immediately and directly lead to the commission of the crime. It is further established that mere possession of narcotic substances does not qualify as the commencement of the execution of the crime of sale. Consequently, the court concluded that the case documents lack evidence indicating the commencement of execution.

Challenge No. 639/2018/A - Session dated 23/04/2019

Principle No. (47) - Judicial Year (19)

Complaint (Waiver (Withdrawal) - Case - Conditions)

The withdrawal of a complaint in cases where proceedings are initiated only upon such a complaint is a right granted to the complainant, allowing the complainant to withdraw its complaint at any time. However, the withdrawal may not be conditional. The complainant may not selectively withdraw the complaint against some Defendants while excluding others if there are multiple Defendants, as the withdrawal/ waiver of a criminal case encompasses both its criminal and civil aspects. Whereas the victim waived the prison sentence, but not her civil right, such waiver is deemed invalid due to being Subject to a condition.

Challenge No. 404/2019/B - Session dated 11/06/2019

Principle No. (24) - Judicial Year (19)

Cheque (Instrument of Payment – Offense - Law - Application)

The crime of issuing a cheque without sufficient funds, followed by a request to refrain from cashing the cheque, withdrawing the entire balance, or withdrawing an amount that leaves the remaining balance insufficient to cover the cheque's value, occurs when a cheque is issued in a manner that indicates it is due for payment on its due date and is intended as a means of payment, not as a credit instrument. When the cheque is pun into circulation, it becomes subject to the legal protection provided by the legislature, treating it as a payment instrument that functions like cash in transactions. The required criminal intent in this

offense is general criminal intent, which is satisfied when the issuer is aware that he is preventing payment of the cheque he issued. This does not require special intent, as this general criminal intent is met by issuing the cheque knowing that there are insufficient funds or by instructing the drawee to stop the payment of the cheque.

(Challenge No. 895/2018/A - Session dated 04/12/2018)

Principle No. (20) - Judicial Year (19)

Cheque (Two Statements - Presumption)

The omission of certain details on a cheque, such as the name of the beneficiary, implies that the drawer has authorized the beneficiary to fill in this detail on the cheque as deemed appropriate before presenting it to the drawee. This authorization is presumed unless evidence to the contrary is provided, particularly as the cheque is otherwise complete with all necessary information.

Challenge No. 864/2019 - Session B, dated Tuesday, 21/01/2020

Principle No. (39) - Judicial Year (20)

Cheque (Signature - Other than the Drawer - Validity)

Cheques shall be signed by the drawer or the issuer. However, cheques maybe signed on behalf of another party. For instance, the signatory may act as an agent or representative of the drawer, such as a guardian, trustee, company director, or authorized signatory. In such cases, according to the general principles of Power of Attorney, the effects of the cheque shall be attributed to the principal (the drawer) rather than the representative.

Challenge No. 204/2020, Session B, dated Tuesday, 11/06/2020

Principle No. (67) - Judicial Year (20)

Cheque with Insufficient Funds (Instrument of Payment)

The offense of issuing a cheque without sufficient funds is established regardless of whether the cheque was intended as a means of payment or as a guarantee, as bad faith is presumed as long as there are insufficient funds. Accordingly, it is not required to examine whether the cheque was issued as a guarantee cheque or a payment cheque.

Challenge No. 398/2019, Session B, dated Tuesday, 15/10/2019

Principle No. (2) - Judicial Year (20)

Officer (Investigation - Surveillance)

The law does not necessarily require a judicial officer to personally monitor the individuals under investigation or have prior knowledge of them. The officer is permitted to rely on assistance from public authorities, confidential informants, or persons reporting an actual offense in conducting investigations, inquiries, or employing search methods, as long as the officer is personally convinced of the accuracy of the information conveyed and the truthfulness of the details received.

Challenge No. 16/2020, Session B, dated Tuesday, 10/03/2020

Principle No. (55) - Judicial Year (20)

Assault (Misdemeanor - Conditions)

For the misdemeanor of assault under Article 309 of the Penal Law to be established, it is not required for the act of assault to cause a wound, leads to an illness, or results in a disability. The act qualifies as assault even if it consists of a single strike with the hand, regardless of whether it leaves a mark or not. Therefore, the validity of a conviction under this Article does not require the existence of a medical report detailing the injuries inflicted on the victim or specifying their place on the

victim’s body. Accordingly, the Appellant’s objection in this regard is unfounded.

Challenge No. 266/2020, Session B, dated Tuesday, 11/06/2020

Principle No. (70) - Judicial Year (20)

Harm (Proof - Assessment - Liability)

The assessment of whether harm is established or not is a substantive matter that falls within the discretionary authority of the trial court, without review from the Supreme Court, as long as the judgment is based on justifiable and valid grounds.

Challenge No. 865/2019, Session A, dated Tuesday, 28/01/2020

Principle No. (42) - Judicial Year (20)

Damages (Liability - Elements)

Damages, as an essential element of tort liability, may be either material, involving the disruption of the interests of the injured party with tangible financial value, or moral, as in this case, involving a non-financial interest of the injured party, such as harm to the party’s feelings, emotions, dignity, or honor, provided that such damages directly result from the Defendant's fault. The damage is assessed in a manner that ensures appropriate compensation without exceeding the injured party’s loss, preventing unjust enrichment at the expense of the liable party.

Challenge No. 163/2020, Session A, dated Tuesday, 23/06/2020

Principle No. (68) - Judicial Year (20)

Joining (File - Trial court - Authority)

The trial court is not required to include files from other cases as long as the facts of the current case are clear or the matter sought to be investigated is unproductive to the case, and the court deems it unnecessary to include the mentioned case files due to the clarity of the facts presented before it. Moreover, as evidenced from the session minutes, the Appellant failed to request the files of such cases. Therefore, it is not permissible for the Appellant to fault the court's judgment for refraining from an action that was neither requested nor deemed necessary by the court. Accordingly, the Appellant's objection in this regard is unfounded.

Challenge No. 671/2018/A – Session dated 29/01/2019

Principle No. (30) - Judicial Year (19)

Plastic Surgeon (Liability - Compensation - Blood Money and Compensation Decree)

As stipulated in Article (20 bis) of the Royal Decree No. (119/2008), amending certain provisions of The Law of Practicing Medicine and Dentistry: "... Without prejudice to criminal and disciplinary liability, compensation for established medical errors in cases of death, permanent total disability, partial disability, injuries, and wounds shall be in accordance with the provisions of the Decree on the Estimation of Blood Money and Restitutions. Compensation for permanent total disability shall be equivalent to the value of compensation for death, whereas compensation for medical errors resulting in moral damages only shall not exceed the blood money for loss of life as prescribed in the Decree on the Estimation of Blood Money and Compensation.". Whereas this Article referred matters of compensation for medical errors to the Decree on the Estimation of Blood Money and Compensation, imposing a restriction that compensation for permanent total disability to be equivalent to compensation for death. Whereas Royal Decree No. (118/2008), amending blood money and

compensation provisions, stipulated a specific amount for blood money and compensation for death, injuries and wounds as provided for in the attached annex. Without prejudice to the right to blood money and compensation in cases not provided for in the annex, where specific amount is prescribed by law or Sharia, no estimation/ assessment thereof shall be allowed. Otherwise, the assessment shall be subject to the discretionary authority of the trial judge to determine an appropriate compensation proportionate to the damages, with no diminution or excess. Which is referred to as fair compensation or estimated compensation, which represent a payable amount in cases of damages less than loss of life, where Sharia has not specified a predetermined amount. Rather, it was entrusted to the judge, based on principles and guidelines established by Sharia, which are founded on compensating and redressing harm and adhering to the rules of "There shall be no harm and no reciprocating harm". It is established that the assessment of unspecified compensation under Royal Decree No. (118/2008) falls under the discretionary authority of the trial court, based on the circumstances and particulars of each case, without review by the Supreme Court, provided the judgment is justifiable and supported by the case documents.

(Challenge No. 285/2019/A - Session dated 28/05/2019)

Principle No. (53) - Judicial Year (19)

Challenge (Methods – Determination)

It is established in the rulings of the Supreme Court that the methods of challenging judgments are exhaustively enumerated in the law. A motion in arrest of execution is not among such methods, as it is deemed an objection to the execution process itself, not to the judgment. Accordingly, the Court hearing the motion in arrest of execution, the jurisdiction of which is defined by the nature thereof, lacks the authority to examine the judgment's validity, address matters related to legal violations or errors in interpretation, or consider the

judgment's flaws or procedural flaws in the case, as such constitutes violation of the Res Judicata of the Judgments.

Challenge No. 683/2018/A - Session dated 26/02/2019

Principle No.: (34) - Judicial Year (19)

Challenge (Harm - Grounds)

"The Appellant shall not be prejudiced by its own Challenge" – meaning that the court may not impose a more severe judgment on the Appellant than that originally rendered, nor reduce any favorable aspects of the previous judgment, provided that the opposing litigant has not also filed a challenge.

(Challenge No. 285/2019/A - Session dated 28/05/2019)

Principle No. (35) - Judicial Year (19)

Challenge (Grounds - Requests - Invalidity)

The Statement of Challenge shall include a statement of the grounds upon which the Challenge is based and the Appellant's requests. If the Challenge is not filed in such a manner, it shall be invalid, and the court shall rule to invalidate it by itself.

Challenge No. 926/2019 - Session B, dated Tuesday, 24/12/2019

Principle No. (31) - Judicial Year (20)

Special Pardon (Inclusion - Fine)

The penalty of a fine is considered a principal punishment/ penalty. A grant of a special pardon extinguishes principal penalties, including fines.

Challenge No. 320/2018/B - Session dated 06/11/2018

Principle No. (3) - Judicial Year (19)

Penalties (Administrative - Penal)

Administrative penalties are sanctions with a punitive nature, which the legislator entrusts to the administrative authority to impose as a result of a violation of a legal obligation or an infringement on a protected interest. Such penalties aim to safeguard the public interest or maintain public order. Hence, administrative penalties have become a conventional mechanism for enforcing the law.

Administrative penalties are not substitutes for criminal penalties. Instead, they are applied when necessary, functioning alongside criminal deterrence to address breaches of laws and regulations. Violations warranting administrative punishment shall be addressed accordingly, while those warranting penal punishment shall be also addressed accordingly, based on the nature of the offense committed, the corresponding limits of the penalties, and its proportionality to the severity of the offense.

Challenge No. 475/2019/A - Session dated 25/06/2019

Principle No. (55) - Judicial Year (19)

Punishment (Stay of Execution - Drugs)

It is impermissible to suspend the execution of a penalty imposed on an individual previously convicted of one of the offenses stipulated in the Law on Combating Narcotic Drugs and Psychotropic Substances, as per Article (71) of the same law. Issuing a judgment to suspend part of the penalty imposed on an individual previously convicted under the said law constitutes a violation of its provisions. Accordingly, the judgment is invalid for misapplication and misinterpretation of the law.

Challenge No. 708/2018/B - Session dated 27/10/2018

Principle No. (1) - Judicial Year (19)

Punishment (Stay of Execution - Limitation)

The stay of execution is limited to cases where the convicted individual has been sentenced to a fine or imprisonment for less than three years. According to the case documents, the Defendant (Respondent), in addition to being convicted of the misdemeanors of drug use and illegal entry into the country, was also convicted of the felonies of drug smuggling and possession with intent to traffic, and was sentenced to five years' imprisonment for each of both felonies. Accordingly, the contested judgment erred in enforcing only one year of the imprisonment sentence and the suspension of the remainder, which faults the judgment for misapplication and misinterpretation of the law.

Challenge No. 292/2019/B - Session dated 17/06/2019

Principle No. (25) - Judicial Year (19)

Punishment/ Penalty (Administrative - Application)

The aforementioned Article (108) grants the Minister the authority to refer the violator to public prosecution if the Minister deems administrative penalties insufficient. This Article does not imply that administrative penalties are mandatory or preclude the filing of penal proceedings. Had the legislator intended for administrative penalties to be exclusive, it would have explicitly stated so and would not have indicated the possibility of pursuing the alternative path of initiating penal proceedings.

Challenge No. 631/2019, Session A, dated Tuesday, 19/11/2019

Principle No. (22) - Judicial Year (20)

Punishment/ Penalty (Individualization - Personal Nature)

The determining factor in establishing the guilt of the perpetrator lies in identifying the individual who actually committed the criminal act. The multiplicity or variation of names attributed to the accused does not affect his legal characterization. Furthermore, this constitutes a matter that is subject to the discretionary authority of the trial court, and and may not be invoked as grounds for a petition for reconsideration before the Supreme Court.

Reconsideration No. 16/2019, Session B, dated Tuesday, 11/02/2020

Principle No. (45) - Judicial Year (20)

Punishment/ Penalty (Execution - Stay of Execution - Trial court)

The decision to stay the execution of a penalty falls within the discretionary authority of the trial court, provided the imposed penalty is within the limits prescribed by law. The court is not required to make such decision, as it is discretionary in nature, similar to the court's discretionary authority in determining the appropriate punishment within legally established limits. The assessment of whether circumstances warrant leniency or otherwise is exclusively entrusted to the trial court, without review from other court. It is impermissible to question the trial court regarding the grounds based on which the court imposed the penalty in the manner it deems appropriate, as long as the penalty imposed is legally prescribed for the subject crime. Whereas the penalty imposed on the Appellant by the contested judgment is within the legally prescribed limits, the objections raised by the Appellant in this regard are unfounded.

Challenge No. 512/2019, Session B, dated Tuesday 22/10/2019

Principle No.: (8) - Judicial Year (20)

Causal Relationship (Definition - Trial Judge)

Causation in criminal law constitutes a material relation originating from the act committed by the perpetrator, and a moral relation by the outcomes reasonably foreseen as natural and typical consequences of the perpetrator's intentional act. The determination of causal relationship is subject to the discretionary authority of the trial court. Once the trial court issues a decision on the matter, whether in affirmation or rejection, its decision shall not subject to review by other court, provided the judgment is based on substantiating and sound grounds.

Challenge No. 769/2019, Session A, dated Tuesday, 19/11/2019

Principle No. (21) - Judicial Year (20)

Intentionality (Premeditation - Lying in wait)

Premeditation is a mental state formed in the perpetrator's mind, which cannot be perceived directly but is inferred from external circumstances and factual elements, as assessed by the trial court. Lying in wait consists in the perpetrator's deliberate lying-in wait for the victim at one or several locations, for long or short periods of time, with the intent to commit murder, cause bodily harm or the like. The assessment of the presence of such circumstances falls within the discretionary authority of the trial court, which may infer them from the circumstances or particulars of the case, provided such inference is logically consistent with the facts of the case.

Challenge No. 729/2019, Session A, dated Tuesday, 24/12/2019

Principle No. (33) - Judicial Year (20)

Cash (Imaging - Description)

The act of reproducing or photographing currency does not fall under the description of counterfeiting and is not punishable as such, nor does

it apply to forgery or falsification, as it pertains to a currency that is originally genuine.

Challenge No. 529/2019, Session B, dated Tuesday, 24/12/2019

Principle No. (29) - Judicial Year (20)

Fine (Administrative Penalty - Jurisdiction)

The fine prescribed under Article (58) of Ministerial Decision No. 10/2010 is classified as an administrative penalty and does not fall within the jurisdiction of the court. The same applies to the penalty of removal stipulated in Article (59), referenced previously for the same reason.

Article (36) of Agricultural Law No. 48/2006 stipulates that the amount determined by the committee shall be paid prior to filing the penal case with the competent court or before the issuance of a judgment therein. Whereas the contested judgment deviates from this principle, the judgment shall then be rendered marred by violation of the law and the misinterpretation thereof, which necessitates its annulment.

Challenges Nos. 604 and 631/2019, Session dated Tuesday, 10/03/2020

Principle No. (59) - Judicial Year (20)

In Chambers (Decisions - Felonies – Challenge)

Decisions issued in chambers by the Penal Court or the Court of Appeal concerning grievances against public prosecution orders to dismiss a case are not subject to challenge through cassation.

Challenge No. 76/2020, Session B, dated Tuesday, 10/03/2020

Principle No. (58) - Judicial Year (20)

Money Laundering (Definition - Crime)

The case file lacks evidence of an original crime connected to the funds that were exchanged or transferred. Furthermore, there is no proof that the exchanged or transferred funds were of illicit origin. Therefore, the contested judgment violated the law in its conviction of the Defendant of this felony. The judgment also erred by basing the conviction on Article (7) of the Law on anti-money laundering and countering terrorist financing.

Which indicates that the Omani legislator did not adopt the traditional, narrow definition of the crime of money laundering, which confines it to cases where illicit funds subject to laundering and source concealment arise from specific crimes, such as illicit drug or arms trafficking, human trafficking, terrorism financing, bribery, embezzlement, or misappropriation of public funds. Rather, the legislator adopted a modern, broader concept that criminalizes all acts aimed at incorporating illicit funds - derived from any act committed within Omani territory that constitutes a crime under Omani law, or committed outside Oman and simultaneously criminalized under the laws of the State in which it occurred and Omani law - into financial cycles or investment projects, through the concealment and disguise of their true illicit origin.

Challenge No. 2/2019/B - Session dated 17/06/2019

Principle No. (26) - Judicial Year (19)

Money Laundering (Omani Law - Source - Illegal - Proof)

The Omani legislator did not adopt the traditional, narrow definition of the crime of money laundering, which confines it to cases where illicit funds subject to laundering and source concealment arise from specific crimes, such as illicit drug or arms trafficking, human trafficking, terrorism financing, bribery, embezzlement, or misappropriation of public funds. Rather, the legislator adopted a modern, broader concept that criminalizes all acts aimed at incorporating illicit funds.

Challenge No. 358/2020, Session dated Thursday, 03/09/2020

Principle No. (77) - Judicial Year (20)

Indecent Assault (Crime - Elements)

The material element of the crime of committing indecent assault with a mentally impaired individual is established whenever the act constituting the offense occurs without the victim's consent, including instances where the perpetrator, in executing his intent, employs means such as force, threats, or other methods that impair the victim's will and render her incapable of resistance. It also extends to cases where the offender surprises the victim or exploits her loss of consciousness or free will due to insanity, mental disability, or sleep.

Challenge No. 856/2019, Session dated Tuesday, 26/11/2019

Principle No. (24) - Judicial Year (20)

Judge (Conviction – Demonstration - Judgment)

A judge shall not maintain its conviction and belief and shall express them in the judgment, as the criterion for assessing guilt is based on the reasoning of the judgment, in accordance with Article (220) of the Criminal Procedure Law, enabling the supreme court to exercise its authority in overseeing the application of the law.

Challenge No. 124/2020, Session dated Tuesday, 17/03/2020

Principle No. (62) - Judicial Year (20)

Law (Application - Old - New - More favorable to the Accused)

Article (13/1) of the new Penal Code, issued by Royal Decree No. 7/2018 dated 23 Rabi' Al-Thani 1439 AH (corresponding to 11/01/2018), stipulates that: "... the law more favorable to the

Defendant shall apply if issued after the commission of the crime and before the judgment becomes final....". The term "more favorable to the accused" in the context of this article refers to the law that establishes a legal position or status more beneficial to the accused than the previous law, if enacted after the commission of the act and before the issuance of a final judgment.

The crime of theft, which does not meet the aggravating circumstances penalized under Article (283) of the old Penal Law, has been reclassified under the new Penal Law as simple theft misdemeanor, as stipulated in Articles (340) and (342). Thus, the new Penal Law, effective as of 11/01/2018, creates a more favorable legal position for the Appellants than the old Penal Law. Accordingly, the new law shall apply to the case, having entered into force from the day following its publication.

(Challenge No. 123/2018/A - Session dated 16/10/2018

Principle No. (6) - Judicial Year (19)

Law (Interpretation - Application)

Caution shall be exercised in interpreting criminal laws to ensure that their provisions are not burdened with meanings beyond what they explicitly convey. When the wording of the law is clear in indicating the legislator's intent, free from ambiguity or doubt, its application shall be limited to such explicit wording, as such provisions shall be deemed a faithful expression of the legislator's will, the deviation of which in terms of interpretation shall be impermissible. Interpretation refers to determining the meaning intended by the legislator in the wording of the provision, such intent that renders the law applicable to the facts presented before the court.

Challenge No. 841/2018/A - Session dated 04/12/2018)

Principle No. (22) - Judicial Year (19)

Law (Application – More Favorable)

Article 84 of the new Penal Law mandates, in cases of aggravating circumstances, doubling the fine and increasing the prison sentence to the legal maximum, provided it does not exceed half the prescribed limit, which represent the more favorable law in terms of application to the accused, which requires correcting the sentence imposed by reduction to four and a half years. Accordingly, the judgment shall be corrected in terms of the penalty.

Challenge No. 252/2018/B - Session dated 30/10/2018

Principle No. (2) - Judicial Year (19)

Law (Multiplicity of Acts - Application - More Favorable)

The acts attributed to the accused constitute either material or moral multiplicity of offenses, forming a single criminal scheme committed for a unified purpose and bound by an indivisible legal nexus. The trial court is required to apply the correct legal qualification and impose a single, most severe penalty in accordance with Article 64 of the New Penal Law – which upholds the principle of the law most favorable to the accused in this matter. By departing from this principle, the trial court has rendered the Supreme Court incapable of exercising its supervisory jurisdiction over the contested judgment, which requires the annulment of the judgment.

Challenge No. 56/2018/B - Session dated 18/12/2018

Principle No. (9) - Judicial Year (19)

Law (Application - More Favorable)

The principle of the most favorable law for the accused constitutes one of the controls of legal legitimacy and an independent guarantee within the framework of criminal protections for the rights of the accused. The legislator has established such principle through explicit and clear

texts, specifying its conditions and provisions. The application of the most favorable law requires three conditions: First, the law must be more favorable to the accused, and the new law is considered more favorable, as it places the accused in a better legal position than under the law in force at the time the crime was committed, as is the circumstances of this case. Second, the law must have been issued after the commission of the crime. Third, the law must have been issued before a final judgment is issued in the case, unless the new law issued after final judgment renders the act non-punishable.

The application of the new legal text regarding the consideration of the aggravating circumstance (recidivism) creates a more favorable position for the Appellant than under the old legal text under which he was sentenced, as the penalty stipulated in the new Article (84) is lighter than that provided for in the previous text."

Challenge No. 488/2018/B - Session dated 15/01/2019

Principle No. (12) - Judicial Year (19)

Law (Application - More Favorable for the Accused)

The principle of the most favorable law for the accused requires the fulfillment of three conditions, and it must be more favorable to the accused. A new law is considered more favorable if it places the accused in a better legal position than under the law in force at the time the crime was committed.

Challenge No. 906/2019, Session dated Tuesday, 31/12/2019

Principle No. (35) - Judicial Year (20)

Law (New - Application - Mitigation)

Under the new Penal Law, Article (337) concerns the same offense described in Article (284/2) for which the Appellants were convicted, prescribing a penalty of imprisonment for a minimum period of (3)

three years and a maximum period of (7) seven years. Whereas Article (80) of the same law provides for mitigating circumstances, with paragraph (c) stipulating that: “If the prescribed penalty for a felony is temporary imprisonment, it shall be mitigated to imprisonment for a minimum period of one year.”

Challenge No. 904/2019, Session dated Tuesday, 18/02/2020

Principle No. (51) - Judicial Year (20)

Murder (Manslaughter - Causal Relation)

For a manslaughter judgment to be legally valid, the judgment is required to demonstrate the facts of the incident and its circumstances, the nature of the accused's error, and the causal relationship between the fault and the death, the causal relation as an element of manslaughter and unintentional injury requires attributing the outcome to the perpetrator's fault, and holding the perpetrator accountable, provided the outcome aligns with the normal course of events. It is also established that the victim's fault severs causation if it supersedes the accused's fault and alone suffices to cause the result. While assessing causation is subject to the discretionary authority of the trial court, such assessment must derive from admissible, credible evidence supported by the case documents, as established during the oral examination during the trial proceedings.

Challenge No. 525/2018/A - Session dated 13/11/2018

Principle No. (17) - Judicial Year (19)

Murder (Fault Element - Liability)

The element of fault is the defining factor of non-intentional crimes. For the legitimacy of a conviction in the crime of manslaughter, as defined in Article (254) of the Penal Law, the judgment must demonstrate the nature of the fault committed by the accused, and the

causal relationship between the fault and the injury that resulted in death, such that the injury would not conceivably have occurred if not for this fault. It is established that determining whether the fault is sufficient to hold the perpetrator accountable and assessing the existence of causation between fault and result are subject to the discretionary authority of the trial court, provided that the court based its decision is justifiable and based on valid evidence supported by the case documents, as the circumstances of this case indicate.

Challenge No. 727/2018/A - Session dated 09/04/2019
Principle No.: (43) - Judicial Year (19)

Murder (Elements - Circumstances - Proof)

The crime of murder comprises three elements: First, the is a living human protected by law. Second, the death if the victim is a result of the action of the perpetrator. Third, the perpetrator intends to cause the death of the victim. Premeditation is a mental state of the perpetrator, which cannot be perceived directly but is inferred by the court from external circumstances and factual elements.

Challenge No. 164/2020, Session dated Tuesday, 23/07/2020

Principle No. (73) - Judicial Year (20)

Murder (Premeditation - Proof - Trial Court)

Premeditation and determination constitute a psychological state that typically lacks tangible physical manifestation, and is inferred from external circumstances and factual elements. Establishing premeditation and determination is a matter that is subject to the discretionary authority of the court, provided that such inference complies with reason and logic, and provided that the decision of the court is substantiated by evidence.

Challenge No. 164/2020, Session dated Tuesday, 23/07/2020

Principle No. (73) - Judicial Year (20)

Murder (Intent - Definition)

The intent to kill is inherently concealed, not perceptible through observation. Rather, it is inferred from the circumstances of the case, indicative acts, and external manifestations by the perpetrator that reveal his concealed state of mind. Determining the existence of intent is subject to the subject to the discretionary authority of the trial judge.

Challenge No. 809/2019, Session dated Tuesday, 19/11/2019

Principle No. (20) - Judicial Year (20)

Murder (Intent - Proof)

The intent to kill is inherently concealed, not perceptible through observation. Rather, it is inferred from the circumstances of the case, indicative acts, and external manifestations by the perpetrator that reveal his concealed state of mind. Determining the existence of intent is subject to the subject to the discretionary authority of the trial judge. The contested judgment addressed the intent and sufficiently demonstrated the existence of murderous intent through adequate and justifiable evidence and with sound logical reasoning.

Challenge No. 293/2020, Session dated Tuesday, 21/07/2020

Principle No. (72) - Judicial Year (20)

Defamation (Information Technology - Public)

The element of publicity is not deemed an element of the crime of using information technology means to defame others. Accordingly, the Appellant's challenge to the judgment of conviction despite the absence of publicity is inadmissible."

Challenge No. 1000/2019, Session dated Tuesday, 21/01/2020

Principle No. (42) - Judicial Year (20)

Defamation (Insult - Publicly)

The accused (Appellant) publicly insulted the victim in front of her residence and in the presence of her husband and brother using language implying humiliation and harming her honor by stating about her: "… a dishonorable woman and goes out with men".

Challenge No. 793/2019, Session dated Tuesday, 19/05/2020

Principle No. (63) - Judicial Year (20)

Decision (Closure – Challenge - Dismissal)

The plea to dismiss the penal case due to a prior Public Prosecution decision to close it constitutes a claim of res judicata, i.e., that the matter has already been adjudicated. For such a plea to be valid, the accused must have been formally charged with a specific offense, and the Public Prosecution must have issued a final closure decision regarding such charge. As for the provisional closure decision issued for the un-identification of the perpetrator, as in this case, it may not be used as basis for dismissing the case.

(Challenge No. 581/2018/A - Session dated 22/01/2019)

Principle No. (28) - Judicial Year (19)

Decision (Correction – Challenge)

Challenging a correction decision requires establishing that the issuing penal had exceeded its corrective powers, and deviated from correcting the judgment into the case merits, which is a prohibited act after the court's jurisdiction ends with the issuance of a final judgment.

Challenge No. 914/2019, Session dated Tuesday, 21/01/2020

Principle No. (41) - Judicial Year (20)

Retribution (Request - Guardian)

The court sought the opinions of all the aggrieved (blood relatives requesting retribution), given their collective influence in determining the punishment in this case, pursuant to the last paragraph of Article (302) of the new Penal Law – which provide for the principle of the most favorable law to the accused. The aggrieved (blood avengers) successively demanded retribution (qisas), including the legal guardian appointed by court order to represent the victim's minor son. Thus, the guardian is legally authorized to express an opinion on the matter of retribution on behalf of the minor. Accordingly, the Challenge was rejected in this regard.

Challenges Nos. 622 and 623/2018/B - Session dated 11/12/2018

Principle No. (8) - Judicial Year (19)

Intent (Crime - Inference - Doubt)

General criminal intent may be lawfully inferred if the accused fails to contest its existence. Whereas the trial record contains no defense in this regard, the court may not attribute lack of intent to the accused's failure to move from his location and escaping, and that the resistance demonstrated by the accused is natural given the psychoactive substances found in his pocket. In criminal trials, reasonable doubt about the charges' validity mandates acquittal.

(Challenge No. 697/2018/A - Session dated 29/01/2019)

Principle No. (29) - Judicial Year (19)

Sharia Committee (Opinion - Authority)

The esteemed Sharia Committee's opinion remains, regardless of its content, advisory to the court, and while the court is required to solicit such opinion before imposing the death penalty, it is not binding. Accordingly, the court shall not be deemed to have erred in rejecting

the Appellant's request to refer the case file back to the Sharia Committee for a second opinion on the case, upon obtaining the Committee's initial opinion

Challenges Nos. 622 and 623/2018/B - Session dated 11/12/2018

Principle No. (8) - Judicial Year (19)

Judicial Officers (Investigation - Covert Operations - Impersonation – Validity)

No legal fault attaches to judicial officers or their subordinates in any measure undertaken by them to uncover a crime, even if it involves covert operations or assuming false identities, in order to gain the perpetrator's trust. The prosecution witness had deployed a confidential informant to purchase narcotics from the Appellant, who he had met and made the exchange, under the visual supervision of the prosecution witness, the role of which was limited to monitoring the informant. Therefore, the prosecution witness's actions aimed to document an ongoing crime committed by the Appellant, which does not constitute inciting the Appellant to commit the crime of drug trafficking, which renders the Appellant's objection in this regard unfounded.

Challenge No. 626/2019, Session dated Tuesday, 05/11/2019

Principle No. (16) - Judicial Year (20)

Interpreter (Appointment - Effect - Trial)

The use of an interpreter relates to the private interest of the accused. Failure to provide one does not invalidate trial proceedings unless the accused explicitly requests an interpreter. Accordingly, the Appellant's objection in this regard unfounded.

Challenge No. 364/2018/B - Session dated 19/11/2018

Principle No. (5) - Judicial Year (19)

Interpreter (Appointment - Invalidity)

If the accused in non-Arabic speaking, the legislature requires the investigative authority to appoint a sworn interpreter and to administer an oath (unless previously sworn during interpreter appointment/ licensing), which is deemed mandatory before interrogating a foreign non-Arabic speaking accused. Otherwise, the interrogation and any resulting evidence shall be deemed invalid.

Challenge No. 329/2020, Session dated Tuesday, 01/09/2020

Principle No. (76) - Judicial Year (20)

Accused (Arrest - Lure - Invalidity)

Arresting the accused by means of luring through his father does not constitute valid justification for arrest absent probable cause meeting one of the Flagrante delicto (caught while committing a misdeed) conditions stipulated in Article (38) of the Criminal Procedure Law.

Challenge No. 405/2018/A - Session dated 09/10/2018

Principle No. (2) - Judicial Year (19)

Accused (Custodian - Elevator)

The accused is the custodian of the elevator. The presence of some workers supervising the elevator’s operation or instructing other workers to use/ not use the elevator does not relief the accused from liability. Rather, the accused's fault as the presumed custodian remains established, and he cannot avoid liability unless he establishes the existence of an external cause that led to the damage.

Challenge No. 525/2018/A - Session dated 13/11/2018)

Principle No. (17) - Judicial Year (19)

Accused (Delay - Presentation - Procedures - Validity)

The mere delay in presenting the accused, who was lawfully arrested with an investigation report documenting this, does not in itself carry any specific legal meaning. The law does not invalidate procedures that were otherwise conducted correctly, nor does it prevent the court from considering the evidence in the investigation report as admissible in the case, provided that the court is satisfied with such evidence, and that delay itself did not produce evidence against the accused.

(Challenge No. 557/2018/A - Session dated 25/12/2018)

Principle No. (24) - Judicial Year (19)

Accused (Interpreter – Appointment - Effects)

The accused's failure to use an interpreter does not invalidate trial proceedings, if the accused failed to request the appointment of an interpreter.

Challenge No. 12/2020, Session dated Tuesday 18/02/2020

Principle No. (50) - Judicial Year (20)

Society (Omani - Traditions - Etiquette - Injury - Public Morals)

Omani society possesses virtuous values and established traditions rooted in the spirit and tolerance of Islam, inherited generation after generation through the ages until they became customary norms protected by legislation as public morals for social purposes, as their violation offends public morals toward stable societal values and traditions. While crimes directly affect victims through psychological impact, dignity violations, and emotional distress caused by the perpetrator, this damaging effect extends beyond the immediate victim to all who witness or learn of the offense.

Challenge No. 404/2020, Session dated Thursday, 17/09/2020

Principle No. (80) - Judicial Year (20)

Document (Forgery - Use – Knowledge/ Awareness)

The crime of using a forged document with knowledge requires proof that the user knew of its falsity. The judgment is not required to independently address the knowledge element, as long as the grounds stated therein inherently demonstrates it.

Challenge No. 511/2019, Session dated Tuesday, 08/10/2019

Principle No. (1) - Judicial Year (20)

Attorney (Attendance - Court - Public Prosecution)

The law mandates the presence of an attorney only in court for juvenile offenders, not during Public Prosecution investigations. Accordingly, the Appellant's plea of investigative invalidity due to the absence of an attorney is unfounded.

Challenge No. 176/2018/B - Session dated 29/01/2019

Principle No. (13) - Judicial Year (19)

Attorney (Power of Attorney - Permission - Defense)

The presence of an attorney (legal counsel), pursuant to Article (23) of the Basic Statute of the State and (74) of the Criminal Procedure Law, during investigations or trials is optional, not mandatory. The right holder may exercise such right at all stages, or waive it. Failure to retain counsel before the investigation authorities or during trials does not invalidate the proceedings of the investigations or the trial.

Challenge No. 805/2019, Session dated Tuesday 07/01/2020

Principle No. (38) - Judicial Year (20)

Forged Document (Use - Elements)

The offense of using a forged document with knowledge of its falsity constitutes an intentional crime, the mental element of which takes the form of criminal intent. The criminal intent in this case is established through the user's knowledge of the document's forgery, and his willful direction to utilize it for an intended purpose. It is also established that in principle, the conviction judgments is not required to separately address the knowledge element, as long as the grounds stated therein inherently demonstrates it.

(Challenges Nos. 911 and 912/2018/A - Session dated 18/12/2018)

Principle No. (23) - Judicial Year (19)

Report (Investigation – Evidence)

While Article 186 of the Criminal Procedure Law does not grant pretrial investigation records definitive evidentiary weight in court, it does permit the court to utilize such reports to draw inferences and rely on their elements, including questioning the investigator as a sworn witness on the issued reports. The evaluation of witness testimony, the circumstances under which the testimony is provided, and the reliance on such testimony, despite any challenges or doubts raised, are matters that falls under the court's discretionary authority, for the court to accord such testimony the weight it deems appropriate and evaluate it as it deems convincing. Where the court accepts such testimony, it is inferred that the court has dismissed all arguments presented by the defense to discredit it. Furthermore, it is established in the rulings of the Supreme Court that a confession constitutes an evidentiary element, and the trial court has the discretionary authority to assess its validity and probative value. The court may rely on the accused's confession made at any stage of the investigation, even if the accused later retracts it.

Challenge No. 512/2019, session dated Tuesday 22/10/2019

Principle No. (8) - Judicial Year (20)

Court of Appeal (Authority - Investigation)

The appeal filed by the Public Prosecution grants the Court of Appeal absolute freedom to review the case in all its aspects and to adjudicate it as if it had initially been brought directly before the Court of Appeal, in accordance with its assessment of the circumstances and requirements.

Challenge No. 525/2018/A - Session dated 13/11/2018

Principle No. (17) - Judicial Year (19)

Court of Appeal (Thorough Examination - Knowledge)

The Court of Appeal issuing the contested judgment failed to thoroughly examine the facts of the case and to comprehensively evaluate its circumstances, as the court failed to examine this specific evidence (the accused's confession), and sufficiently address it in a manner that would enable a complete and adequate assessment, that would adequately indicate the court’s fulfilment of its duties.

(Challenge No. 73/2019/A - Session dated 09/04/2019)

Principle No. (40) - Judicial Year (19)

Penal Court (Authority - Accusation)

The Criminal Court is not bound by the Public Prosecution's characterization of the charge attributed to the accused. The court may adjudicate misdemeanors upon establishing the connection between such misdemeanors and the felony before it. However, the Court of Misdemeanors shall remain governed by the general rule of jurisdiction as stipulated in Article (137) of the Penal Law. Accordingly, the court retains jurisdiction over the offense of drug use in conjunction with the associated criminal offense.

(Challenge No. 191/2019/A - Session dated 23/04/2019)
Principle No. (45) - Judicial Year (19)

Court (Motion in Arrest of Execution - Stay of Execution - Exceeding - Jurisdiction)

By adjudicating a stay of execution, the court competent to hear the objection exceeded the scope of its jurisdiction and undermined the authority of res judicata of the contested judgment, which requires quashing the contested judgment and amending it through annulling the stay of execution.

Challenge No. 879/2019, Tuesday Session dated March 3, 2020

Principle No. (53) - Judicial Year (20)

Court (Closure - Pleadings - Defense)

When the court orders the closure of pleadings and sets a date for the issuance of the judgment, it is thereafter not required to grant any investigative request submitted by the accused in a memorandum during the scheduling period, or respond to such request, whether filed with or without the court's prior permission, provided that such request was not submitted during the trial hearings prior to the closure of pleadings. Accordingly, faulting the judgment for violation of the right of defense is unfounded.

Challenge No. 311/2020, Session dated Tuesday 18/08/2020

Principle No. (74) - Judicial Year (20)

Primary Court (Placement - Sanatorium - Inadmissibility)

The Primary Court may not order the placement of the accused in a treatment facility. If a judgment so rules, it would constitute a misapplication of the law. Whereas the contested judgment correctly applied the law, the Appellant's objection in this regard is inadmissible. Moreover, Article (47) of the Penal Law did not require the finality of the judgment upon which the Appellant's placement in a treatment facility was based. Rather, the only requirement stipulated is that the accused not be placed in a facility if less than five years have passed

since his release from it, a matter entirely unrelated to the finality of judgments.

Challenge No. 796/2019, Session dated Tuesday 05/11/2019

Principle No. (18) - Judicial Year (20)

Court of Appeal (Adjudication - Investigation - Case Documents)

The Court of Appeal may rule on the merits of the case based on the case documents and is not required to conduct an investigation, except for what it deems necessary or to remedy deficiencies in the trial procedures before the Primary Court. Whereas it was established from the first instance judgment that the Primary Court has heard the parties, confronted the Appellants with the evidence presented in the case which they denied, and also confronted both the Appellants and the victim with the visual presentation, the Court of Appeal then is not required to refer the case for reconsideration to confront all parties with the incident. Accordingly, the Appellants' argument in this regard is unfounded.

Challenge No. 752/2019, Session dated Tuesday, 22/10/2019

Principle No. (10) - Judicial Year (20)

Trial Court (Confession)

The trial court is entitled to base its conviction judgment on the victim's testimony as a witness, as the matter ultimately rests on the evidentiary elements that satisfy the court."

Challenge No. 539/2019, Session dated Tuesday, 29/10/2019

Principle No. (13) - Judicial Year (20)

Violation (Construction - Dropping the Case)

Pursuant to Article (15) of Muscat Municipality Law promulgated by Royal Decree No. (38/2015), the Municipality President (or their nominee) may discontinue the case at any stage before a judgment is issued, provided that the violation is removed by the violator and the fine is paid, which would then result in dropping the case.

Challenge No. 334/2018/B - Session dated 19/11/2018

Principle No.: (4) - Judicial Year (19)

Violation (Punishment - Supplementary - Removal)

Article (71) of the Penal Law requires the violator to remove the causes of the violation, which is a supplementary mandatory penalty, that the judge is required to issue. Whereas the contested judgment failed to order such removal despite its mandatory nature, it constitutes a misapplication of the law, which requires partial annulment of the contested judgment."

Challenge No. 221/2020, Session dated Tuesday, 23/06/2020

Principle No. (69) - Judicial Year (20)

Schools (Licensing - Offense)

Decree No. (68/77) and the By-Laws Regulating Private Schools criminalize both the establishment of a school without a license and operation without a license.

Challenge No. 329/2019, Session dated Tuesday 22/10/2019

Principle No. (9) - Judicial Year (20)

Illness (Psychosis - Effects - Criminal Liability - Proof)

Medical reports collectively establish that the Appellant suffers from psychosis, as her condition was diagnosed, and she began receiving treatment since 2016. The medical reports indicated that she experiences relapses in her condition at times, which could be due to ceasing medication or the nature of her condition. It is known that psychosis, as described in the medical reports, leads to delusions and visual or auditory hallucinations contrary to reality. It appears that the condition manifests as a type of mania and an acute psychotic episode, impacting her perception and her ability to take responsibility for her actions, as she falls under the influence of the illness, which by its nature is unpredictable in its onset or remission. It is linked to a mental condition that involuntarily drives a person to actions and behaviors stemming from delusions in their mind. Such delusions may materialize into behavioral acts that harm either herself or others. As such, she lacks free will and is unaware of the nature of her actions due to the delusions caused by her mental illness. It is also established that the crime occurred after her diagnosis with the condition. Accordingly, the court quashed the first instance ruling based on Article (50) of the Penal Law, for the Appellant's lack of capacity at the time of committing the crime, due to her lack of criminal intent and incapacity.

Challenge No. 175/2018/A - Session dated 23/04/2019

Principle No. (44) - Judicial Year (19)

Consumer (Service - Provision - Offense)

The establishment of the crime of consumer protection violation requires the establishment of criminal intent, specifically that the service provider willfully failed to deliver the service properly to the consumer. Whereas criminal intent is an essential element of an offense, it must be positively established not merely presumed, as provided for by the Primary Court in its grounds. Accordingly, the conviction judgment should have explicitly demonstrated this

fundamental element in accordance with Article (23) of the Consumer Protection Law.

Challenge No. 317/2018/A - Session dated 27/11/2018

Principle No. (18) - Judicial Year (19)

Consumer (Protection - Definition)

Article (1) of the Consumer Protection Law defined the term "consumer" as: “Any natural or legal person who obtains a product or receives a service, whether for consideration or free of charge”. The Article also defined the term “Provider” as: “Any natural or legal person who supplies a product or provides a service to a consumer”.

Challenge No. 814/2019 - Session dated Tuesday, 31/12/2019

Principle No. (33) - Judicial Year (20)

Consumer (Supplier - Obligation)

It is established that then the wording of the law is clear in indicating the legislator’s intent, free from ambiguity or doubt, its application shall be limited to such explicit wording, as such provisions shall be deemed a faithful expression of the legislator’s will, the deviation of which, regardless of the reasons, in terms of interpretation shall be impermissible, as where there is a text there is no room for interpretation.

Challenge No. 343/2020, Session dated Tuesday 15/09/2020

Principle No. (78) - Judicial Year (20)

Officer (Civil Rights - Challenge)

The law permits the civilly liable party to challenge final judgments issued by the Court of Last Instance before the Supreme Court. The

right to such challenge is contingent upon two conditions: First, the Appellant must have been a party to the final judgment issued by the Court of Last Instance. Second, the contested judgment prejudiced the Appellant. If either condition is unmet, for example, if the Appellant accepted the First Instance Judgment, failed to appeal the judgment within the statutory timeframe, and failed to litigate before the Court of Appeal, then their cassation against the judgment shall be inadmissible, as the Cassation is not an ordinary challenge mechanism but an exceptional recourse, authorized by the legislature only under specific conditions to rectify errors in final judgments.

Challenge No. 815/2019, session dated Tuesday 07/01/2020

Principle No.: (36) - Judicial Year (20)

Drugs (Seizure - Flagrante delicto (caught while committing a misdeed) - Proof) - Supreme Judgment (Grounds - Judgment – First Instance)

Regarding the Appellant's claim regarding the absence of Flagrante delicto (caught while committing a misdeed) circumstances justifying his arrest by judicial officers, which would invalidate the arrest and search procedures, such argument is refuted as among the distinctive procedural effects of Flagrante delicto (caught while committing a misdeed) is the presence of external indicators that inherently suggest the commission of a crime, either through witnessing the material element of the crime during its commission or through observable external manifestations that clearly indicate the occurrence of the offense. The assessment of the sufficiency of such indicators is left to the discretion of the judicial officer carrying out the procedures authorized in Flagrante delicto (caught while committing a misdeed) cases.

The contested judgment shall not be faulted if it affirms the first instance judgment by either relying on the original grounds that support it (provided they are justifiable), or adding new grounds. Also, the

appellant has not presented before the Court of Appeal any new defenses that substantially differ from those raised before the Primary Court.

(Challenge No. 685/2018/A - Session dated 30/10/2018)

Principle No. (14) - Judicial Year (19)

Drugs (Arrest of a Person - Drugs)

A person may be arrested while in the company of one or more persons if any of them shows signs of drug use, or if any of them is found to be in possession of narcotic substances, psychotropic substances, or any of their paraphernalia. Such arrest may take place in order to take the necessary samples to detect narcotic substances or psychotropic substances.

Challenge No. 443/2018/A - Session dated 06/11/2018)

Principle No. (15) - Judicial Year (19)

Drugs (Confiscation - Good Faith)

When applying Article 59 of the Law on Combating Narcotic Drugs and Psychotropic Substances, the rights of bona fide third parties regarding ownership of seized items shall be considered. Whereas the judgment failed to address the argument stating that the vehicle is owned by the accused's brother and ordered its confiscation without justification, which requires the annulment of the judgment in this regard.

Challenge No. 550/2018/B - Session dated 18/12/2018

Principle No. (10) - Judicial Year (19)

Drugs (Trafficking - Wording)

The court's omission in the operative part of the judgment to stipulate "intent to traffic" in convicting the Appellant of the first offense constitutes a defect in the judgment, which should've been avoided by the court upon its review. However, such defect does not nullify the judgment.

Challenge No. 550/2018/B - Session dated 18/12/2018

Principle No. (10) - Judicial Year (19)

Drugs (Trafficking - Elements)

The felony of drug trafficking is established by the perpetrator's commission of any act related to narcotic substances, whether they be legal transactions, such as sale, purchase, exchange, transfer, or intermediation, or material acts, such as transportation or delivery. The criminal intent is satisfied by the perpetrator's willful and voluntary commission of the unlawful act while aware of its legal prohibition.

Challenges Nos. 481 and 482/2019, Session dated Tuesday, 29/10/2019

Principle No. (11) - Judicial Year (20)

Drugs (Possession - Trafficking - Intent)

The offense of possession of narcotics with intent to traffic constitutes a factual matter that is subject to the discretionary authority of the trial court, provided the ruling is based on justifiable evidence. The quantity of narcotics, whether minimal or substantial, is also subject to the discretionary authority of the trial court, as long as the court is satisfied with the grounds it substantiated within its authority to evaluate evidence presented in the case.

Challenges Nos. 481 and 482/2019, Session dated Tuesday, 29/10/2019

Principle No. (11) - Judicial Year (20)

Drugs (Possession - Liability)

The basis of liability in cases of possession and custody of narcotics is established by establishing the accused's direct or indirect connection to the narcotics and their intentional control over them. Such control may take the form of physical possession or possession with claim of ownership, even without physical possession. It is also established that the criminal intent in drug possession offenses is satisfied by the possessor's knowledge that the substance under their control is a narcotic."

Challenge No. 545/2019, Session dated Tuesday, 22/10/2019

Principle No. (8) – Judicial Year (20)

Drugs (Possession – Trafficking – Elements)

The felony of possessing narcotics with intent to traffic is established when all material and moral elements of the offense are fulfilled, which entails unlawful Control over narcotic substances, natural, synthetic, or manufactured—without legal authorization, with the intent to traffic them. Moreover, the establishment requires, in addition to the general intent, which includes knowledge of the elements of the crime, that such act constitutes a crime, that the act is criminalized, a specific intent.

Specific intent is the Defendant's intent to traffic the drugs. It is also established that such establishment is a factual matter subject to the discretionary authority of the trial judge, provided that the ruling is based on justifiable evidence.

Challenge No. 647/2019, Session dated Tuesday, 29/10/2019

Principle No. (14) - Judicial Year (20)

Drugs (Seizure - Seizure Procedures)

Seizing procedures mean regulating the process to maintain evidence for fear of its spoliation. The law has not established invalidity for violations of such procedures, but rather left the matter to the court's discretion in determining the reliability of the evidence.

Challenge No. 725/2019, Session dated Tuesday, 24/12/2019

Principle No. (32) - Judicial Year (20)

Traffic (Driving - Speeding)

The duty of exercising care, attention, and avoidance of recklessness in driving constitutes a legal presumption derived from Article (50/1) of the Traffic Law. The speed that forms a basis for criminal liability in cases of manslaughter and negligent injury is not defined by fixed limits, but rather refers to that which exceeds the reasonable limit required by the circumstances, conditions, location, and time - resulting in manslaughter or unintended injury.

Challenge No. 495/2018/A - Session dated 09/10/2018

Principle No. (1) - Judicial Year (19)

Confiscation (Description - Punishment - Permissibility)

Confiscation constitutes one of the financial penalties imposed on the convicted person's assets. It involves the compulsory expropriation of property from its owner and its transfer to State without compensation. Confiscation is deemed a discretionary penalty that the judge may impose based on his assessment of the circumstances of each crime. The judge shall apply it when appropriate and likely to achieve the purposes of punishment, and shall exclude it when excessively harsh or detrimental to significant interests. Like all punishments, proportionality must be maintained between the punishment and the gravity of the offense and the severity of the perpetrator's guilt.

Challenges Nos. 45 and 46/2018/A - Session dated 23/10/2018

Principle No. (12) - Judicial Year (19)

Trial

Juvenile's trial "Legal representation" – Attorney "presence during the Juvenile's trial". Application of Article 39 of the Law on Juvenile Accountability.

Under Article 39 of the Law on Juvenile Accountability, the mandatory presence of a attorney to assist the juvenile in his defense during all trial stages is a mandatory requirement and not discretionary. Failure to comply invalidates the judgment, as this provision pertains to public order. The Supreme Court may raise this issue by itself.

(Challenge No. 102/2018, Penal Department (B), Session dated Tuesday, 29/05/2018)

Principle No. (78) - Judicial Year (17 - 18)

Physician Liability (Causal Relationship - Definition)

The causal relationship in a physician's liability for medical errors requires that the harm results either directly or indirectly from the physician's fault. Direct causation refers to an immediate connection between a person's act and its consequences, while indirect causation refers to the connection between the effects of a person's act and its consequences. A medical error may be an ordinary error evidenced by clear and unambiguous facts, such as leaving surgical instruments or dressings in a patient's abdomen, or a professional error requiring consultation with specialized medical experts due to the obscure and complex nature of the human body.

Challenge No. 955/2018/A - Session dated 01/01/2019

Principle No. (25) - Judicial Year (19)

Liability (Personal - Individualization of Punishment)

The principle of personal criminal liability stipulates that punishment for a crime shall only be imposed on the person who committed it or intentionally participated in it, all of which faults the contested judgment and necessitates its annulment.

Challenge No. 709/2019, Session dated Tuesday, 11/02/2020

Principle No. (50) - Judicial Year (20)

Liability (Fault - Harm – Causality - Trial court)

The assessment of fault/ negligence warranting criminal and civil liability, the determination of the causal relationship between the fault and the damage, or lack thereof, and the evaluation of the victim's contributory fault or lack thereof, all constitute substantive matters that are subject to the discretionary authority of the trial court without review or oversight from the Supreme Court, provided that the court based its decision on justifiable and valid evidence supported by the case documents, as the circumstances of this case indicate. Moreover, the court is not required to address every request submitted by the litigants, provided that the case documents contain sufficient evidence to form the court’s conviction. The court is also not required to address all aspects of the Defendant’s defense and explicitly respond to each point, as the response may be inferred from the substantive evidence cited in the contested judgment.

Challenge No. 768/2019, Session dated Tuesday, 10/12/2019

Principle No. (27) - Judicial Year (20)

Liability (Error - Assessment – Trial Court)

The assessment of fault/ negligence warranting criminal and civil liability, the determination of the causal relationship between the fault and the damage, or lack thereof, and the evaluation of the victim's contributory fault, which resulted in his injury, or lack thereof, all constitute substantive matters that are subject to the discretionary authority of the trial court without review or oversight from the Supreme Court.

Challenge No. 272/2020, Session dated Tuesday, 20/08/2020

Principle No. (74) - Judicial Year (20)

Intellectual Property (Protection - Evidence)

The alleged act attributed to the accused consists of their publication of a substantial portion of the victim's doctoral thesis in a scientific journal outside the Sultanate, attributing the research to themselves without mentioning the name of the victim or indicating that it was derived from her doctoral thesis.

Challenge No. 52/2020, Session dated Tuesday, 24/03/2020

Principle No. (65) - Judicial Year (20)

Confrontation (Report - Telephone Transcript - Expert)

Whereas the case documents lack confrontation with the transcript of the first Appellant's phone records, and the image of the forged identification card. Whereas the court failed to respond to the request to appoint a financial expert to verify the validity of the bank withdrawals, all of which faults the judgment and necessitates its annulment.

Challenge No. 497/2019, Session dated Tuesday, 26/11/2019

Principle No. (24) - Judicial Year (20)

Legal provisions "failure to state" - Judgment "failure to state the legal provisions"

It is established in the Supreme Court's rulings that a judgment shall not be rendered marred by omitting citation of the legal provisions applied to the case facts, provided that the applicable legal provisions are discernible from the facts stated in the judgment, on the grounds that reliance shall be upon the consideration of the law's intent and correlation of that intent with the understanding of the facts of the case.

(Challenge No. 587/2017 and Challenge No. 588/2017, Penal Department (A), Session dated Tuesday, 14/11/2017)

Principle No. (55) - Judicial Year (17 - 18)

Public Employee (Case - Public Authority)

The status of a public official is only acquired through assignment by a competent public authority within the scope of his assignment, as such status is acquired by virtue of the assignment itself, even if the position is not originally public, or the assignment is not documented in writing, provided the competent authority establishes the fact of assignment and its scope.

Challenge No. 416/2019, Session dated Tuesday, 29/10/2019

Principle No. (11) - Judicial Year (20)

Publishing (Phone Number - Name - Trespassing - Private Life)

Publishing a girl's phone number and name by third parties to unknown men, when considered with all the circumstances and context of the case, constitutes an act falling within the scope of Article 16 of the Cybercrime Law. Whereas the contested judgment deviated from this interpretation, it is rendered marred by misapplication of the law, which requires the annulment of the law.

Challenge No. 192/2020, Session dated Tuesday, 11/06/2020

Principle No. (66) - Judicial Year (20)

Law (Ministry of Agriculture - Punishment)

Article (33) of the Agricultural Law, read in conjunction with Article (8) of the same law, shows that the latter stipulates criminal penalties on anyone who constructs buildings on agricultural land. The wording is general and encompasses all constructions, including the subject green lodges. Accordingly, the court shall modify the characterization of the mentioned misdemeanor and apply the provisions of Article (33) in light of Article (8) of the Agricultural Law.

Challenge No. 762/2019, Session dated Tuesday 10/03/2020

Principle No. (60) - Judicial Year (20)

Intent (Definition - Proof)

Intent is a concealed matter harbored by the perpetrator and inferred from surrounding circumstances. However, in this case, the Defendant explicitly revealed his intent to kill the victim through an agreement with the second Defendant, who confirmed such agreement. Also, the murder weapon, a knife with a blade measuring approximately (9 to 12 cm) according to the medical examiner's estimation - along with the location of injuries, their depth, and their placement on the victim's body
collectively demonstrate the perpetrator's purpose to murder the victim.

Challenge No. 729/2019, Session dated Tuesday, 24/12/2019

Principle No. (33) - Judicial Year (20)

Stay of Execution (Trial Court - Assessment)

Staying an execution of a judgment is instituted to address special circumstances concerning the convicted person and the criminal act's circumstances, all of which are subject to the discretionary authority of the trial court. Staying an execution is a discretionary measure, not an obligatory measure, even when the conditions under Article (71) of the Penal Law are met, as the matter of assessing the convict's eligibility falls under the discretionary authority of the trial court without review or oversight of the Supreme Court.

Challenge No. 74/2020, Session dated Tuesday 10/03/2020

Principle No. (57) - Judicial Year (20)

Indecent Assault (Elements - Proof)

The material element of the offense of indecent assault is established by any act violating the victim's modesty, extending to her body, affecting any of her private parts, and offending her sense of decency. The law does not require the act to leave physical traces on the victim's body for the offense to be established.

Challenge No. 476/2019, Session dated Tuesday, 21/01/2020

Principle No. (37) - Judicial Year (20)

Indecent Assault (Child - Definition)

The crime of indecent assault against a child is established by any act affecting the victim's body, involving contact with the victim’s private parts (defined as the intimate areas of the human body that individuals naturally conceal). The law does not require the act to leave physical traces on the victim's body for the offense to be established

Challenge No. 577/2019, Session dated Tuesday, 21/01/2020

Principle No. (39) - Judicial Year (20)

Capacity / Legal Standing – Requirement

The legal standing required for the Appellant to file a Challenge must equally be present in the Respondent for the Challenge to be admissible.

(Challenge No. 242/8106/2023- Session dated 03/10/2023)

Trial - Judge's Conviction - How the Conviction was Formed

The principle in penal trials is the judge's conviction based on presented evidence. The judge may form his conviction from any evidence he finds reliable or any presumption he deems appropriate, unless the law specifically restricts the judge to particular evidence. The law does not provide for a specific method for establishing the crimes for which the Appellant was convicted.

(Challenge No. 410/8106/2023 - Session dated 03/10/2023)

Judgment - Form - Drafting

The law does not prescribe a specific form or particular format for the judgment to articulate the punishable act and its surrounding circumstances. When the judgment's collective wording and grounds sufficiently clarify the act with its elements and circumstances as determined by the court - as in the present case – the judgment will be deemed to have applied the rule of law.

(Challenge No. 421/8106/2023 - Session dated 03/10/2023)

Invalidity of the arrest and search - its independence from other evidence - assessing the sufficiency of the investigations - substantive issue.

The invalidity of arrest and search procedures does not preclude the court from considering other independent evidentiary elements that

lead to the same outcome as the invalid arrest and search. The contested judgment relied on the Appellant's confessions before the Primary Court, and the technical report, as evidence unrelated to the arrest and search. The evaluation of such confessions and evidence and their connection to the arrest and search procedures falls within the discretionary authority of the trial court, based on case circumstances. In this case, the court concluded that the confessions were untainted by the allegedly invalid arrest and search.

It is established that the assessment of the sufficiency of preliminary investigations to justify arrest and search warrants is a substantive matter that falls within the discretionary authority of the investigative authority, under the supervision of the trial court.

(Challenge No. 444/8106/2023 - Session dated 03/10/2023)

Judgment – Form – Drafting – Criminal Intent – Possession and Custody of Narcotics

The law does not prescribe a specific form or particular format for the judgment to articulate the punishable act and its surrounding circumstances. When the judgment's collective wording and grounds sufficiently clarify the act with its elements and circumstances as determined by the court - as in the present case – the judgment will be deemed to have applied the rule of law. Accordingly, the Appellant's objection on this ground is unfounded.

Criminal intent in drug possession offenses is established by proof of the accused's knowledge that the substances in his possession are narcotics. The judge may infer such knowledge from the case circumstances and particulars, as it deemed fit, as long as the judgment demonstrates the existence of criminal intent, whereas the contested judgment stipulated facts and circumstances justifying its conclusion of the Appellant's knowledge of the narcotics found in both bags in his possession, which is deemed sufficient and logical to indicate the Appellant's knowledge. Accordingly, the Appellant's claim of ignorance regarding tea and spice bags containing narcotics and faulting the judgment for flawed substantiation and deficient reasoning is unfounded.

(Challenge No. 452/8106/2023 - Session dated 03/10/2023)

Judgment - Deduction of the facts - Evaluation and Weight of Evidence – Discretionary Authority of the Trial Court

Deduction of the facts of the case, its true nature, evaluating and weighing of evidence are subject to the discretionary authority of the trial court, as long the court based its decision on justifiable evidence supported by the case documents. Penal cases rely on the court's conviction derived from all elements of the case before it. The court has the discretionary authority to infer its convection and belief of the commission of the crime from any evidence it deems reliable, so long as such evidence is justifiable by the case documents.

(Challenge No. 469/8106/2023 - Session dated 03/10/2023)

Judgment - Acquittal - Grounds

The court shall not rule for acquittal unless it has thoroughly examined the facts, elements, and components of the case. While the trial court is entitled to rule for acquittal if it doubts the validity of attributing the charge to the accused, due to insufficient evidence, or because the act is not punishable by law, such a ruling shall be conditional upon the judgment demonstrating that the court has comprehensively reviewed, thoroughly examined the case's elements and surrounding circumstances, and evaluated the Prosecution evidence, upon which the accusation was based.

Moreover, the judgment must be free from misapplication of the law and deficiency in reasoning.

(Challenge No. 165/8106/2023 - Session dated 03/10/2023)

Judgment – In Presentia – In absentia - Description of Judgment

In classifying a judgment as in absentia (in absence of the defendant) or in presentia (in presence of the defendant) , reliance shall be upon the factual circumstances of the case, not in the designation assigned by the issuing court. A judgment shall be deemed in presentia if the accused attended the hearings where pleadings took place, regardless of whether the judgment was rendered in such same hearings or in a subsequent session, provided that the opposing party was afforded a full opportunity to present his defense.

(Challenge No. 252/8106/2023 - Session dated 03/10/2023)

The Mandatory Attendance of the Accused - Article (165) of the Criminal Procedure Code

Article (165) of the Criminal Procedure Code stipulates that: “The accused must appear in person at all trial proceedings in felonies and misdemeanors punishable by imprisonment. In other cases, he may appoint a representative. Parties other than the accused may appoint their representatives to attend on their behalf. The court may request the personal attendance of any of them if this is in the interest of the investigation. However, in all cases, a representative may appear on behalf of the accused and state his excuse for not attending. If the court deems the excuse acceptable, it shall set a date for the accused to appear before it and he shall be notified of this.

(Challenge No. 254/8106/2023 - Session dated 03/10/2023)

Litigation – Legal Capacity/ Standing – Requirement – Joinder of the Public Prosecution

The legal standing required for the Appellant to file a Challenge must equally be present in the Respondent for the Challenge to be admissible. Accordingly, the present Challenge is inadmissible due to lack of legal standing, as the Appellant failed to join the Public Prosecution as a party to the Challenge, despite it being the opposing

party in the penal case, rather than the civil right claimant, whom the Appellant named as the Respondent. Accordingly, the principle of confrontation between the litigants has not been satisfied.

(Challenge No. 256/8106/2023 - Session dated 03/10/2023)

Judgment - Conditions - Conclusion – Characterization of the Case

Conclusion of the facts in the case, their nature, correct legal characterization, evaluation of evidence, and weighing of proof fall within the discretionary authority of the trial court, provided that its judgment is based on justifiable grounds supported by the case documents.

(Challenge No. 257/8106/2023 - Session dated 10/2023)

Appeal - Deadline - Public Order

The appeal deadline, like all deadlines of objections and challenges of judgments, is a matter of public order. It may be invoked at any stage of the proceedings, and no party may be deprived of this right except by virtue of a specific legal provision.

(Challenge No. 294/8106/2023 - Session dated 03/10/2023)

Confiscation - Mandatory – Cases

The general principle is that confiscation is only obligatory when the subject object is prohibited for all, including for the owner and possessor alike, on the basis that confiscation in such circumstances is deemed a preventive measure that is imperative and enforceable against all parties. There is no requirement, in this case, to account for the rights of third parties acting in good faith. However, if the confiscation pertains to items the mere possession or sale of which is not criminalized under the law, such as a means of transportation used

in a crime, the court shall consider the rights of third parties acting in good faith before enforcing such confiscation.

(Challenge No. 296/8106/2023 - Session dated 03/10/2023)

Denial and Rejection of the Charge are Substantive Defenses that Do not Merit a Response. - Judgment - Grounds - Evidence - Reasoning for the judgment – Definition - Omission - Effects

The denial and rejection of the charges constitute substantive defenses that do not warrant a response, so long as such a response is implicitly derived from the valid prosecution evidence cited in the judgment, as in the present case. Accordingly, the Appellant's objection in this regard is unfounded.

It is sufficient for the judgment to include justifiable evidence upon which it relied in concluding that the offenses attributed to the Appellant. It is not required for the judgment to address every aspect of the Appellant's defense, as its omission implies that the court dismissed it. The court has thoroughly examined the facts of the case, the evidence, and the surrounding circumstances, and has reached a conviction that the incident occurred as described in the judgment. The court stipulated in its judgments justifiable evidence that establish and support the judgment, addressed and responded to the defense and arguments of the Appellant with legally sound reasoning that warrants their dismissal. The court also complied with the rules of legal reasoning. The remainder of the Appellant's arguments in the Challenge constitute mere substantive debate regarding the court's discretionary authority in evaluating evidence and basing its conviction and belief upon it, which is impermissible before the Supreme Court.

(Challenge No. 441/8106/2023 - Session dated 24/10/2023)

Assessment of Mental State – Substantive - Criminal Intent - Indecent Assault – Definition

In criminal cases, a confession constitutes an element of evidence, the validity and probative value of which is subject to the discretionary authority of the trial court. The court may rely on a confession once satisfied of its truthfulness and conformity with the facts of the case. In principle, the evaluation of the accused's mental state is a matter that is subject to the discretionary authority of the trial court, provided that such evaluation is based on justifiable evidence.

In the crime of indecent assault, criminal intent is established by the perpetrator's willful commission of the act, regardless of the perpetrator's motives or objectives. Legally, it is not required for the judgment to address criminal intent independently, as long as it can be inferred from the grounds provided in the judgments in terms of the facts of the case and the evidence presented therein, as in the present case. Whereas the judgment correctly concluded that the Appellant was free from any mental illness precluding criminal liability for the offense committed. Accordingly, the Appellant's objection in this regard is unfounded.

(Challenge No. 458/8106/2023 - Session dated 24/10/2023)

Investigations – Assessment of their Sufficiency – Establishing the Time of the Issuance of the Warrant - Effects

The assessment of the sufficiency and adequacy of investigative procedures to justify issuing a search warrant is subject to the discretionary authority of the investigative authority under the supervision of the trial court. If the court is satisfied with the sufficiency and adequacy of the evidence supporting the issuance of the search warrant, and upheld the Public Prosecution decision in this regard, as in the present case, then its determination shall not be subject to review by the Supreme Court, as it pertains to substantive matters not the law.

Recording the exact time of the warrant's issuance is only necessary when calculating its validity period to ensure execution within the authorized timeframe. Whereas the judgment stated that the seizure

was conducted after the warrant was issued and before its expiry, the absence of the issuance time does not affect the warrant's validity. Accordingly, the Appellant's objection in this regard is unfounded.

(Challenge No. 524/8106/2023 - Session dated 24/10/2023)

Criminal Intent - Harassment of a Female – Definition

The criminal intent in the offense of harassment of a female in a manner that offends her modesty, whether by word or conduct, shall be established by the perpetrator's deliberate commission of the act, regardless of the perpetrator's motives or objectives. Legally, it is not required for the judgment to address criminal intent independently, as long as it can be inferred from the grounds provided in the judgments in terms of the facts of the case and the evidence presented therein, as in the present case, as in the present case. Accordingly, the Appellant's objection in this regard is inadmissible.

(Challenge No. 561/8106/2023 - Session dated 24/10/2023)

Dispute - Abandonment - Withdrawal - Effects

The abandonment of litigation or withdrawal of a Challenge, when occurring after the lapse of the Challenge’s deadline, strictly includes a relinquishment on part of the Appellant of his right to Challenge. Such relinquishment takes effect immediately upon its occurrence, without requiring acceptance by the opposing party. The party withdrawing the Challenge may not revoke a right they have voluntarily relinquished. Accordingly, the withdrawal shall be formally recorded. The Appellant is charged with the payment of the expenses, and the deposit amount shall be returned to the Appellant, as such amount shall only be confiscated if a ruling was issued to the dismissal, rejection, or inadmissibility of the Challenge.

(Challenge No. 67/8106/2023 - Session dated 31/10/2023)

Crimes - Legally Impossible Attempt – Definition - Absolute Material Impossibility

Legal impossibility occurs refers to a crime where the intended criminal result cannot be achieved despite the perpetrator's exertion of all possible efforts to achieve it. Legal impossibility may occur due to the location of the crime or the means used to carry out the crime, which is referred to as absolute material impossibility. Legally impossible attempt is one in which the act when fully consummated does not meet the legal requirements of the intended crime.

(Challenge No. 230/8106/2023 - Session dated 31/10/2023)

Retribution - Definition

It is established under Sharia law that retribution (qisas) is a right vested in the aggrieved (blood avengers) of the victim. They may choose to demand it, waive it in exchange for blood money, or pardon.

(Challenge No. 426/8106/2023 - Session dated 31/10/2023)

Interrogation - Definition - Prohibition

The interrogation prohibited by law for any authority other than the investigative authority refers to confronting the accused with evidence and engaging him in detailed questioning, where the accused either refutes the evidence denying the charges, or admitting it, if he wishes to confess. Whereas the Appellant does not claim in his Challenge that the judicial officer subjected him to such detailed questioning regarding the evidence presented against him. Accordingly, the Appellant’s objection in this regard is inadmissible.

(Challenge No. 447/8106/2023 - Session dated 31/10/2023)

Filing and Prosecuting a public Case - Jurisdiction of the Public Prosecution - Article (4) of the Criminal Procedure Code

The authority to file and initiate public criminal actions before the judiciary is a jurisdiction vested in the Public Prosecution, as stipulated under Article (4) of the Criminal Procedure Code: "The Public Prosecution is responsible for filing and prosecuting a public lawsuit before the competent court ...), Article (1) of the Public Prosecution Law: (The Public Prosecution shall undertake public criminal actions in the name of society...), and Article (86) of the Basic Statute of the State: (The Public Prosecution is part of the judicial authority; it files and prosecutes public criminal cases in the name of society...).

(Challenge No. 471/8106/2023 - Session dated 28/11/2023)

Penal Trial - Decisive Factor - The Court's Conviction – Definition of the Court's Conviction – Definition of the Principal Perpetrator

The determination of facts in the case, their proper characterization, evaluation of evidence, and weighing of proof are matters that are subject to the discretionary authority of the trial court, provided that the court based its decision on justifiable and valid evidence supported by the case documents. Penal cases rely on the court's conviction derived from all elements of the case before it. The court has the discretionary authority to infer its convection and belief of the commission of the crime from any evidence it deems reliable, so long as such evidence is justifiable by the case documents.

Under established legal principles, a person is considered a principal perpetrator in a crime if he contributes through any act constituting the offense. The judgment established that the Appellant, while the victim was on the ground, pressed his knees against the victim's neck from behind. Accordingly, the Appellant's objection in this regard is inadmissible.

(Challenge No. 604/8106/2023, Session dated 28/11/2023)

Expert Report - Jurisdiction of the Trial Court - Right to Assess Probative Value

Expert opinions and the adjudication of any challenges directed against their reports are subject to the discretionary authority of the trial court, for the court to assess the probative value of an expert's report, as with all other evidence. The court may accept the portions it finds credible and disregard the rest, and its discretionary authority in this assessment may not be reviewed by other court. Whereas the court was satisfied with the contents of the technical expert's report, which it admitted as evidence in the case, as well as the testimony of the prosecution witnesses previously mentioned, the Appellant's claims in this regard constitute substantive defenses that do not, in principle, require an explicit response from the court, given that the responses is inferred from the conviction judgment based on the incriminating evidence cited in the judgment. The court's decision in this matter may not be challenged or questioned before the Supreme Court.

(Challenge No. 667/8106/2023 - Session dated 28/11/2023)

Authority of the Trial Court – Deduction of Facts - Weighing Evidence

Deduction of the facts of the case, its true nature, evaluating and weighing of evidence are subject to the discretionary authority of the trial court, as long the court based its decision on justifiable evidence supported by the case documents. Penal cases rely on the court's conviction derived from all elements of the case before it. The court has the discretionary authority to infer its convection and belief of the commission of the crime from any evidence it deems reliable, so long as such evidence is justifiable by the case documents.

(Challenge No. 674/8106/2023 - Session dated 28/11/2023)

Fault – Assessment of Fault - Assessment of Witness Statements - Authority of the Trial Court

The assessment of fault/ negligence warranting criminal and civil liability, the determination of the causal relationship between the fault and the damage, or lack thereof, constitute substantive matters that are subject to the discretionary authority of the trial court without review or oversight from the Supreme Court, provided that the court based its decision on justifiable and valid evidence supported by the case documents.

Weighing witnesses' testimonies, the assessment of the circumstances under which they were given, and reliance on such testimony, despite any objections or doubts raised, are subject to the discretionary authority of the trial court. The court's acceptance of a testimony implies it has dismissed all defense arguments to the contrary.

(Challenge No. 807/8106/2023 - Session dated 13/02/2024)

Contradiction – Definition - Effects

A contradiction that vitiates a judgment is one that renders the reasoning incoherent, leaving no basis upon which the judgment can be sustained, or the grounds thereof lacks substantiating evidence, rendering the basis upon which the judgment was issued unintelligible.

(Challenge No. 870/8106/2022 - Session dated 13/02/2024)

Intent to Kill – Conditional Intent – Agreement – Complicity by Agreement

The intent to kill is a concealed matter harbored by the perpetrator and inferred from surrounding circumstances of the case, external indicators, and the perpetrator's conduct that reveals his intent and purpose. The determination of the existence of intent from the elements of the case is subject to the discretionary authority of the trial judge.

Conditional Intent serves as equivalent to direct intent in establishing the element of premeditation. Conditional Intent is defined as a

secondary intent harbored by the perpetrator, where the perpetrator anticipates that his act could lead to a criminal result, he does not primarily desire, yet proceed regardless, indifferent to whether such result occurs. For conditional intent to suffice in establishing premeditated murder, the perpetrator must have foreseen the victim's death as a possible consequence of his action and accepted this outcome.

An agreement to commit a crime (conspiracy) requires nothing more than mutual criminal agreement of the accomplices. No specific duration is necessary to establish conspiracy. It is legally established that the crime may occur immediately after the agreement or during its execution, fulfilling a shared intent among the participants, which is the ultimate purpose of the crime. Each participant must have intended the specific crime and contributed an act to its execution, whether according to a premeditated plan or a plan formulated impulsively. Under established legal principles, a person shall be deemed a principal perpetrator if he contributes any act constituting the offense.

Criminal conspiracy is established by the unity of intent among its participants to commit the agreed-upon act. Intent is a concealed matter harbored by the perpetrator and inferred from surrounding circumstances of the case and external indicators. The penal judge has full discretion to derive his conviction from any source he deems fit. If no direct evidence of participation, such as a confession or testimony, exists, the judge may infer it from circumstantial evidence, provided such inference is legally permissible and justifiable by the circumstances of the case.

The principal perpetrator or accomplice bears joint criminal liability for the offense actually committed by the perpetrator, even if it differs from the one originally intended or agreed upon, provided the actual offense was a probable consequence of the agreed upon crime, whether principals and accomplices, pursuant to Article (42) of the Penal Law, which stipulates that: “A participant in a crime, whether perpetrator or accomplice, shall be punished by the punishment for the crime that was actually committed, even if different from the one intended to be committed, if the committed crime is a probable result of the participatory acts committed by him”.

The crime of kidnapping under Article (322) of the Penal Law is established by the perpetrator's act of forcibly removing the victim from his environment and severing his connection with his family. The criminal intent in this offense lies in the perpetrator's deliberate removal of the victim from his environment and severance of the victim's connection with his family in a definitive manner, regardless of the perpetrator's motive.

It is established that causality in Penal Law is a material connection beginning with the perpetrator's act and extending, in a moral sense, to the foreseeable consequences of that intentional act. Determining the causality is a substantive matter that is subject to the discretionary authority of the trial court, without review or oversight from the Supreme Court, as long as the court based its decision on justifiable and valid evidence supported by the case documents.

(Challenge No. 694/8106/2023 - Session dated 20/02/2024)

Judgment – Description

The decisive factor in the classification of judgments lies in the factual circumstances of the case. The judgment shall only be deemed in presentia if the litigant attended the hearings and were afforded a full opportunity to present his defense.

(Challenge No. 831/8106/2023 - Session dated 20/02/2024)

The Expert's Work - Assessment - Authority of the Trial Court

The assessment of the expert's work is subject to the discretionary authority of the trial court. The court may rely on the expert's findings if satisfied with the sufficiency of the research conducted, the soundness of the underlying methodology, and the alignment of the conclusions reached by the court, provided the judgment is based on justifiable and valid evidence supported by the case documents. While the court has the discretionary authority to accept and rely on the appointed expert's report, for the court believes its validity, the court is not required to independently address objections raised against the report, as in relying on the report, based on the reasoning thereof, this

implies that the court dismissed such objections, for the sufficiency of the response provided in the report addressing such objections.

(Challenge No. 782/8106/2023 - Session dated 20/02/2024)

Judgment - Description - Decisive factor

In classifying a judgment as in absentia or in presentia, reliance shall be upon the factual circumstances of the case, not in the designation assigned by the issuing court. A judgment shall be deemed in presentia if the accused attended the hearings where pleadings took place, regardless of whether the judgment was rendered in such same hearings or in a subsequent session, provided that the opposing party was afforded a full opportunity to present his defense.

It is legally established in Article (165) of the Criminal Procedure Code that: “The accused must appear in person at all trial proceedings in felonies and misdemeanors punishable by imprisonment. In other cases, he may appoint a representative. Parties other than the accused may appoint their representatives to attend on their behalf. The court may request the personal attendance of any of them if this is in the interest of the investigation. However, in all cases, a representative may appear on behalf of the accused and state his excuse for not attending. If the court deems the excuse acceptable, it shall set a date for the accused to appear before it and he shall be notified of this”.

The aforementioned indicates that the accused’s attendance in all trial proceedings in felonies and misdemeanors punishable by imprisonment is mandatory. Accordingly, no representation shall be permissible, even is such representative/ attorney attends and pleads on the accused's behalf, such pleadings shall have no effect as they shall be deemed invalid.

(Challenge No. 344/8106/2023 - Session dated 27/02/2024)

Drugs - Possession - Basis

The basis of liability in cases of possession and custody of narcotics is established by establishing the accused's direct or indirect connection to the narcotics and their intentional control over them. Such control may take the form of physical possession or possession with claim of ownership, even without physical possession. It is also established that the criminal intent in drug possession offenses is satisfied by the possessor's knowledge that the substance under their control is a narcotic. It is not required for the judgment to address any of the aforementioned elements independently, it suffices that the facts and circumstances stated in the grounds of the judgment collectively demonstrate that both elements exist. Whereas the grounds of the contested judgment provide sufficient evidence that establish the Appellant's possession of the seized drugs and his awareness of their nature, the Appellant's challenge in this regard is unfounded.

(Challenge No. 202/8106/2024 - Session dated 07/05/2024)

Fraud – Definition - Article (349) of the Penal Law

The crime of fraud, as defined in Article (349) of the Penal Law, is established when the accused engaged in fraudulent conduct toward the victim, intending to deceive him and unlawfully seize his property, through the use of one of the methods of fraud, adopting a false name (alias), or assuming false identity, or disposing of another's property. It is legally established that deceptive methods in fraud crime must create the illusion of a false project, fabricated fact, or false hope of imaginary profit. Mere false statements or claims, no matter how emphatically asserted, do not alone constitute deceptive methods. For such methods to be established in the crime of fraud, the falsehood must be accompanied by physical acts or external manifestations that induce the victim to believe in its legitimacy.

(Challenge No. 334/8106/2024 - Session dated 28/05/2024)

Hearing the Testimony of Minors for Familiarization - Article (196) of the Criminal Procedure Code

It is legally established under Article (196) of the Criminal Procedure Code that the law permitted the court to admit the testimony of victims below the age of eighteen without oath, solely for familiarization. The court may admit such testimony as evidence if the judge deems such evidence credible, as an element of evidence, its weight shall be determined by the judge based on his conviction.

A confession constitutes an element of evidence, the validity and probative value of which is subject to the discretionary authority of the trial court. The court may rely on a confession once satisfied of its truthfulness and conformity with the facts of the case. The court may also reject the accused's claim that the confession was coerced or obtained through invalid procedures.

(Challenge No. 311/8106/2024 - Session dated 28/05/2024)

Labour Department

(Discharge - Liability – Employer)

"The employer's liability for the worker's wages is not discharged unless the employer transfers the wages to the worker's account in an approved bank."

(Challenge No. 399/2013 – Supreme Court, Labor – Session dated Monday, 03/03/2014)

Principle No. (190) – Judicial Year (13-14)

Burden of Proof

"Placing the burden of proof on the worker to demonstrate non-receipt of their salary is contrary to the law. The rationale for this is that, pursuant to Article (53) of the Labor Law, the burden of proving payment of wages lies with the employer. A judgment that contravenes this principle is flawed and subject to annulment."

Challenge No. 141/2010 – Labor Circuit – Session dated Monday, 18/4/2011

Principle No. (103) – Judicial Year (11)

Evidence (Testimony of Women – Weighing – Justification)

"If the court gives greater weight to the testimony of certain witnesses without proper justification or sound reasoning—especially when the witnesses are female employees of the respondent and their testimonies do not meet the required quorum (being only three women."

Challenge No. 185/2017 – Labor– Session dated Monday 22/1/2018

Principle No. (278) – Judicial Year (17-18)

Evidence (Presumptions – Deduction)

"The deduction of presumptions by the Trial Court is permissible, provided that such deduction is logically sound and that the judgment's reasoning is supported by the case documents and leads to the conclusion upon which the ruling is based."

Challenge No. 922/2018 – Labor– Session dated Monday 14/10/2019

Principle No. (5) – Judicial Year (20)

Leave – Evidence

"In case of dispute, the employer must prove that the worker has either taken their entitled leave or received compensation in lieu thereof, as the worker's leave is a right guaranteed by the employer."

Challenge No. 259/2014 – Labor Circuit – Session dated Tuesday 10/11/2014

Principle No. (173) – Judicial Year (13-14)

Leave (Right – Service – Work – Leave Compensation – Entitlement Condition – Six Months from Joining Work)

"The worker has the right to their accrued leave if they leave the job after six months from the date of joining, given that this is the case. However, the court disagreed with this view and ruled that the worker was not entitled to leave since their service period did not reach one year, making the ruling contrary to the law and thus necessitating its annulment.

According to Article (61) of the Labor Law, a worker who has completed six months of service is entitled to annual leave. The general rule is that the worker receives their leave in kind. If the

worker's employment ends without taking such leave, the employer is obligated to compensate the worker for it."

Challenge No. 843/2016 – Labor– Session dated 22/1/2018

Principle No. (276) – Judicial Year (17-18)

Leave (Sick Leave - Absence – Justification- Notification - Consequences)

"A worker's illness justifies their absence, as a sick worker is entitled to sick leave. However, the worker must notify their employer of their illness before absence, unless the severity of the condition prevents such notification."

Challenge No. 655/2016 – Session dated 5/11/2018

Principle No. (3) – Judicial Year (19)

Leave (Worker - Right – Investigation – Deficiency – Annulment)

"Under Article (67) of the Labor Law, a worker is entitled to three days of paid special leave in the event of the death of a parent and six days of emergency leave per year. The Trial Court failed to examine the worker's substantive defense, verify the reasons and duration for absence, or assess the Appellant's entitlement to emergency and special leave in the Labor Law especially given that travel to their hometown required additional time. This constitutes a legal and factual error, necessitating the annulment of the judgment due to insufficient reasoning."

Challenge No. 640/2017 – Session dated 26/12/2018

Principle No. (20) – Judicial Year (19)

Leave (Worker - Evidence –Burden)

"Upon termination of service, a worker is entitled to monetary compensation for unused leave, calculated based on their basic wage. The burden of proving that the worker has taken their leave or received compensation lies with the employer, as such records are within their possession."

Challenge No. 912/2017 – Session dated 26/12/2018

Principle No. (24) – Judicial Year (19)

Leave (Monetary Compensation – Statute of Limitations)

"A worker is entitled to monetary compensation for unused leave upon termination of employment. The statute of limitations for claiming such compensation begins from the date of termination."

Challenge No. 330/2016 – Session dated 16/1/2019

Principle No. (27) – Judicial Year (19)

Leave (Entitlement – Compensation – Claim – Date)

"The term 'claim' as stipulated in Article (7) of the Labor Law refers exclusively to judicial claims regarding leave compensation, even if initiated before the law's enforcement. The time limit specified in this article pertains to filing a lawsuit, and the statute of limitations begins from the date the law comes into effect. This provision is based on considerations of public interest, ensuring the stability of legal rights and their prompt settlement between the worker and the employer."

Challenge No. 462/2018 – Session dated 6/2/2019

Principle No. (36) – Judicial Year (19)

Worker's Wage (Determination – Contract – Regulations) / Wage (Modification – Judiciary - Authority – Work – Worker's Wage – Method of Determination – Court's Authority in Wage Determination)

"A worker's wage is determined by their individual employment contract, collective employment contracts, or the company's/facility's/ establishment's regulations. The legislature may intervene by setting a minimum wage (basic or gross) or mandating periodic allowances. Consequently, a worker's wage or any of its components cannot be modified except by mutual agreement between the parties.

The judiciary lacks the authority to modify wages unless the wage falls below the legally prescribed minimum or if the employer violates the principle of wage equality under Article (11) of the Labor Law (Royal Decree No. 35/2003). This provision obligates the employer to ensure equal wages for workers performing the same tasks under identical conditions, provided they share similar qualifications and contractual terms within the same institution."

Challenge No. 427/2017 – Labor Court – Session dated 12/02/2018

Principle No. (287) – Judicial Year (17-18)

Wage (Entitlement)

"A worker's entitlement to wages arises from the performance of their duties or their readiness to perform them, even if not performed due to a reason attributable to the employer."

Challenge No. 654/2018 – Session dated 5/11/2018

Principle No. (4) – Judicial Year (19)

Wage (Worker Equality – Conditions)

"While the employer is obligated to ensure equality among workers under identical conditions, such equality is not absolute. It applies only to rights guaranteed by law, particularly the basic wage, and does not conflict with the employer's prerogative to manage the institution's operations within legal and contractual bounds. Thus, the employer may distinguish between workers based on competence and performance, including granting discretionary bonuses to some or all employees, unless otherwise regulated by employment contracts or company bylaws. This discretion does not violate the equality principle under Article (11) of the Labor Law."

Challenge No. 814/2017 – Session dated 5/11/2018
Principle No. (11) – Judicial Year (19)

Wage (Payment – Withholding – Absence – Justification)

"An employer's failure to pay wages entitles the worker to cease work, constituting arbitrary dismissal. The employer's liability for unpaid wages is only discharged upon transferring the wages to the worker's account in an approved local bank."

Challenge No. 711/2017 – Session dated 5/11/2018
Principle No. (7) – Judicial Year (19)

Wage (Determination – Modification – Judicial Authority)

"A worker's wage is determined by their individual employment contract, collective employment contracts, or the company's/facility's/ establishment's regulations. The legislature may intervene to regulate wages by setting a minimum (basic or gross) or mandating specific allowances, such as periodic increments."

Challenge No. 850/2017 – Session dated 5/11/2018
Principle No. (9) – Judicial Year (19)

Wages (Types - Partner)

"A worker's wage may include a share of the employer's profits, which can be in addition to the agreed monetary wage. In such cases, the worker is entitled to their agreed profit percentage without bearing any losses, as they are not considered a partner in the business."

Challenge No. 100/2019 - Session dated 30/12/2019

Principle No. (24) - Judicial Year (20)

Wages (Work - Obligation - Consequences)

"Wages are compensation for work performed, provided that the worker's failure to perform work was not due to their own volition without intervention by the employer. If the court determines that the termination was arbitrary, the fundamental legal principle applies: a wrongdoer cannot shift the consequences of their fault (whether deceit, negligence, or arbitrariness) onto another party nor benefit from their wrongdoing. Consequently, the employer must pay the worker's wages from the date of arbitrary termination."

Challenge No. 919/2019 - Session dated 23/7/2020

Principle No. (46) - Judicial Year (20)

(Overtime Pay - Entitlement - Condition - Performance of Overtime Work)

“The default rule regarding daily working hours and rest periods is that they are fixed, and the worker shall not work outside the prescribed working days and hours. The legislature has mandated that the worker be granted a paid weekly rest day, and any agreement to the contrary is null and void. However, the legislature has permitted the employer to require the worker to perform overtime during regular working days, the weekly rest day, or official holidays if work circumstances necessitate it, as stipulated under Article 65 of the Labor Law. While

overtime work—whether during regular working days or rest days—is only permissible when necessitated by work exigencies, the additional wage corresponding to it, in its correct legal interpretation, compensates for an exceptional increase in prescribed working hours to meet operational needs under specific circumstances. As such, it is considered a non-permanent wage supplement and a variable wage component contingent on circumstances. Consequently, the general rule is that it does not form part of the basic wage. However, this does not preclude the employer from incentivizing workers by converting the overtime allowance into a fixed bonus included in the basic wage. Yet, given the discrepancy in the evidence presented to support this argument—regarding the actual agreed-upon value in the contract—and the reduction in the basic salary's value, it appears as though the overtime allowance has effectively become part of the originally agreed-upon salary, now treated as the foundation for the basic wage".

Challenge No. 422/2015 - Supreme Court, Labor - Session dated 28/12/2015

Principle No. (184) - Judicial Year (15-16)

Procedures (Labor Dispute – Failure - Enforcement)

"A worker must first submit their claim to the Labor Dispute Resolution Department. Deviation from this procedure renders the lawsuit inadmissible for non-compliance with the legal way. If the law prescribes a specific procedure whose execution becomes impossible, recourse to general governing rules is warranted. For instance, if a worker is barred from filing a complaint due to a registered 'job abandonment' notice, direct recourse to the labor circuit to assert their rights is justified. A judgment failing to account for this constitutes a misapplication of the law."

Challenge No. 733/2018 - Session dated 13/3/2019

Principle No. (50) - Judicial Year (19)

Procedure (Labor Court Jurisdiction)

"A Trial Court may not adjudicate a dispute arising from an employment contract unless a settlement request has first been submitted to the Labor Dispute Resolution Authority under Article 106 of the Labor Law, which is tasked with mediating such disputes before potential referral to the court. A labor court's assumption of jurisdiction prior to referral by the competent authority violates the law and public policy, rendering the proceedings null and void."

Challenge No. 471/2014 - Labor Circuit - Session dated 10/11/2014

Principle No. (172) - Judicial Year (15-16)

Trial Judge - Evidence - Liability - Criminal Judgment - Authority

"The trial judge holds full authority to examine evidence and documents presented, weigh them against one another, and prioritize those they find most credible."

Challenge No. 21/2013 - Supreme Court, Labor - Session dated 17/2/2014

Principle No. (187) - Judicial Year (13-14)

Evidence (Document Copies – Court - Authority)

"The Trial Court has discretionary power to assess the authenticity of document copies and full authority to interpret the factual circumstances of the case and evaluate evidence."

Challenge No. 889/2018/A - Session dated 26/2/2019

Principle No. (7) - Judicial Year (19)

Notification (Reason - Effect)

"An employer must notify the worker of their intent to terminate the employment contract and specify the genuine reasons for termination. Failure to do so constitutes arbitrary dismissal."

Challenge No. 74/2014 - Labor Circuit - Session dated Tuesday, 15/12/2014
Principle No. (177) - Judicial Year (15-16)

Appeal "First Instance Court Judgment"

A judgment issued by a first-instance court acting as an appellate court cannot be appealed again.

Challenge No. 97/2010 - Labor Circuit - Session dated Monday, 11/10/2010
Principle No. (98) - Judicial Year (11)

Appeal (Request – Judgment – Omission – Effect –Omitted Request is still debated Before First Instance Court)

A request omitted by the first-instance court cannot be appealed. As long as the request for expert testimony was not presented to the first-instance court, the appellate court is precluded from addressing it. If the appellate judgment contravenes this principle, it violates the law and is subject to annulment in this respect, with the request being rejected anew under Article 260 of the Civil and Commercial Procedures Law.

Omitted requests do not exhaust the first-instance court's jurisdiction over them and cannot be appealed, in observance of the two-tier litigation principle.

Challenge No. 727/2016 - Labor Court - Session dated Monday, 31/12/2017

Principle No. (274) - Judicial Year (17-18)

Worker (Resignation – Definition) / Resignation (Continuation – Work – Termination – Employment Relationship – Work termination by Resignation - Effects – Right to Retract)

Resignation is a worker's voluntary right to sever the employment relationship. It constitutes a unilateral act by the worker and terminates the employment relationship if issued validly, explicitly, in writing, and conclusively.

If the worker continues employment after submitting resignation—implying the employment relationship persists—or explicitly retracts the resignation before its acceptance, termination based on such resignation is unlawful. A judgment contradicting this principle misapplies the law and warrants annulment.

Challenge No. 586/2017 - Labor Court - Session dated Monday, 12/2/2018

Principle No. (288) - Judicial Year (17-18)

Resignation (Definition – Effects – Retraction)

Resignation is a worker's voluntary right to sever the employment relationship, terminating it upon valid, explicit, and written submission unless retracted before acceptance. The Labor Law does not regulate the matter of retracting a resignation nor sets a specific timeframe for it. Therefore, the general legal principles shall apply in such cases. Given that a resignation, as previously established, is a right of the worker that they may exercise at their discretion, and its submission terminates the employment relationship upon presentation—unless it is withdrawn before acceptance—it follows that the worker has the right to retract their resignation as long as it has not been accepted by the employer.

Challenge No. 634/2017 - Labor Court - Session dated Monday, 9/4/2018

Principle No. (293) - Judicial Year (17-18)

Notification (Publication – Litigation – Nullity)

The defendant company's registered address (at Al-Khuwair) was found invalid during service. The court ordered the plaintiff (appellant) to provide guidance, which was not complied with, leading to publication-based notification. Consequently, the litigation was deemed invalid, rendering the challenged judgment null.

Challenge No. 465/2017 - Labor - Session dated Monday, 9/4/2018

Notification (Receipt – Legal Researcher – Presumption – Lawsuit – Service – Recipient)

Service via the Muscat Primary Court process server at the company's Muscat headquarters, with delivery to a legal researcher, constitutes presumptive evidence of representation unless rebutted.

Challenge No. 226/2017 - Labor - Session dated Monday, 14/5/2018

Disclosure of Secrets (Tenders – Termination – Validity)

If a worker discloses the employer's confidential contract/tender information to a competing company, termination under Article 40/5 of the Labor Law is justified and non-arbitrary.

Challenge No. 1361/2018 - Labor - Session dated Monday, 9/12/2019

Principle No. (20) - Judicial Year (20)

Insurance – End-of-Service Benefits – Compensation

Given that his insurance contributions have exceeded one year, yet he does not meet the eligibility conditions stipulated in Articles (21) and (22) for pension entitlement, and no entity has proven the continued payment of monthly contributions on his behalf, he is consequently entitled to an end-of-service gratuity. He is not required to wait until

reaching the age of sixty or beyond, or until disability or death occurs, as there is no legal provision—even remotely—supporting such a requirement. Legal texts should not be interpreted beyond their reasonable meaning. Article (64) and the Minister's implementing decision merely regulate the procedural aspects of disbursing gratuities and pensions, including payment timelines and related administrative matters.

Challenge No. 27/2014 - Supreme Court, Labor - Session dated Monday, 17/2/2014

Principle No. (189) - Judicial Year (13-14)

Promotion (Discretion - Conditions - Termination - Work Regulations - Experience)

"While the evaluation of evidence and documents submitted by parties, their comparative weighting, and the determination of factual proof fall within the exclusive domain of the Trial Court—immune from Supreme Court interference—such discretion is contingent upon basing the judgment on legally sound and acceptable reasoning grounded in the case records."

Challenge No. 1127/2018 - Labor Court - Session dated Monday, 11/11/2019

Principle No. (13) - Judicial Year (20)

Arbitration (Labor - Conditions - Employment Contract - Arbitration Clause in the Employment Contract - Effect - Omani Court Jurisdiction Does Not Prevent Reviewing the Case - Rationale - Worker Protection)

"Article 11 of the Arbitration Law prohibits arbitration in matters where settlement is inadmissible. Further, the Labor Law nullifies any contractual term contravening its provisions, as well as any settlement

or waiver of rights arising thereunder, deeming such rules as matters of public policy. This aims to protect workers from arbitrariness, providing them extensive safeguards as the weaker party in the contractual relationship."

Challenge No. 792/2016 - Labor Court - Session dated 29/1/2018

Principle No. (284) - Judicial Year (17-18)

Arbitration (Award - Nullity)

"An agreement to arbitrate labor disputes—whether concluded before or during employment—is void. A judgment contravening this principle constitutes a legal error warranting annulment."

Challenge No. 790/2017 - Session dated 16/1/2019

Principle No. (28) - Judicial Year (19)

Arbitrary Dismissal

"A worker's termination is deemed arbitrary only if it aligns with the exhaustive conditions enumerated in the Labor Law. Trial Courts may not expand these statutory grounds to classify additional scenarios as arbitrary dismissal."

Challenge No. 129/2014 - Labor Circuit - Session dated Tuesday, 3/11/2014

Principle No. (171) - Judicial Year (15-16)

Arbitrary Dismissal

"Implementing Omanization policies—replacing expatriate workers with Omani nationals—does not constitute arbitrary dismissal, as

states are inherently obligated to prioritize employment opportunities for their citizens."

Challenge No. 59/2014 - Labor Circuit - Session dated Tuesday, 17/11/2014

Principle No. (174) - Judicial Year (15-16)

Abuse of Right (Lawful Exercise - Litigation)

"One who exercises their right lawfully shall not be held liable for any resulting harm to others. The right to litigation is guaranteed to all, and resorting to judicial means to defend a legally protected right is legitimate, provided that the person does not abuse their right to access justice. Consequently, a claim for compensation for damages arising from the lawful exercise of the right to litigate is destined to be rejected."

Challenge No. 155/2018/A - Session dated 15/10/2018

Principle No. (8) - Judicial Year (19)

Abuse of Right (Lawful Exercise – Litigation -Conditions - Liability)

"No liability arises for damages resulting from the lawful exercise of a right. For the exercise of a right to be deemed abusive, four criteria must be met: First: The presence of an intent to harm—meaning the right was exercised solely with the purpose of causing damage to others. Second: The intended benefit from the act is unlawful—i.e., the pursued interest lacks legal legitimacy. Third: Disproportionate harm—the benefit gained from exercising the right is minor compared to the significant harm inflicted on others. Fourth: Violation of customary norms—the exercise of the right exceeds what is generally accepted in social or business practice."

Challenge No. 155/2018/A - Session dated 15/10/2018

Principle No. (10) - Judicial Year (19)

Arbitrary Dismissal (Termination - Validity - Scrutiny)

"The validity of a termination decision and whether the employer acted arbitrarily in dismissing the employee hinges on the circumstances and context surrounding the decision at the time it was issued. The judgment grounds included the employee's termination due to an administrative failure within the appellant company. However, the contested ruling in the case relied solely on the acquittal verdict without properly examining or assessing: the nature of this administrative failure, its severity level, and whether it reached the threshold of gravity that would justify the appellant's termination decision - or whether it fell short of such standard. By failing to afford the employee their full right of defense, the judgment becomes deficient, warranting its annulment."

Challenge No. 739/2018 - Session dated 13/3/2019

Principle No. (49) - Judicial Year (19)

Arbitrary Dismissal (Compensation - Assessment)

The determination of arbitrary termination and the compensation thereof are matters of fact within the exclusive jurisdiction of the trial court, provided that its judgment is based on valid grounds supported by the case documents.

(Challenge No. 711/2017 - Session dated 5/11/2018)

Principle No.: (7) - Judicial Year (19)

Arbitrary Dismissal (Termination - Court - Authority - Compensation - Calculation)

If the court finds that the termination of the worker is unjustified, it must either reinstate the worker to their job or obligate the employer to pay compensation of no less than three months' salary, calculated

based on the last comprehensive wage the worker received. The court has the discretion to choose between these options based on the worker's requests and the circumstances of the case. Either reinstatement or compensation for arbitrary termination may be ordered, but combining both is not permissible under Article (60) of the Labor Law.

(Challenge No. 370/2018 - Session dated 6/2/2019)
Principle No.: (42) - Judicial Year (19)

Abuse of Right (Termination - Reinstatement - Non-compliance)

The employer's failure to reinstate the worker after the end of the suspension period stipulated in the relevant provision constitutes arbitrary termination under Article (32) of the Labor Law.

(Challenge No. 888/2017 - Session dated 5/11/2018)
Principle No.: (16) - Judicial Year (19)

Abuse of Right (Decision - Validity - Scrutiny)

The validity of a termination decision and whether the employer abused their right in terminating the worker depend on the circumstances and context surrounding the decision at the time of its issuance.
The grounds for the judgment included the termination of the worker due to an administrative failure within the appellant company. However, the challenged judgment in the case relied solely on the acquittal verdict without scrutinizing or examining this administrative failure, its severity, or whether it reached a level of gravity that would justify the appellant's termination decision—or whether it fell short of that standard. Since the judgment did not afford the worker their full right to defend themselves, it is deficient and warrants annulment.

(Challenge No. 739/2018 - Session dated 13/3/2019)
Principle No.: (50) - Judicial Year (19)

Compensation (Basis)

The calculation of compensation for arbitrary termination must be based on objective criteria derived from the employment relationship, including the duration of employment, the worker's salary, and their prospects of obtaining another job. The compensation is calculated based on the last salary the worker received.

(Challenge No. 443/2014 - Labor Circuit - Session dated Tuesday 1/12/2014)

Principle No.: (175) - Judicial Year (15-16)

Compensation (Assessment - Harm - Elements - Work - Obligation of Equality Among Workers - Elements of Liability for Compensation and Its Assessment)

The trial court has discretion in assessing compensation, but it is obligated to specify the elements of harm. Since this was the case, and the challenged judgment demonstrated fault on the part of the appellant, represented by their delay in paying the respondent's salary, and correctly concluded that this would cause harm to the respondent—given that the salary is the worker's livelihood—the nature of harm varies from person to person and from case to case. If the judgment does not clarify the form of harm suffered by the respondent, its amount, extent, and impact on the compensation assessment, then it is flawed due to insufficiency and warrants annulment.

(Challenge No. 425/2017 - Labor - Session dated Monday 12/2/2018)

Principle No.: (286) - Judicial Year (17-18)

Rights - Fulfilment - Partial – Statute of Limitation - Interruption

Payment of a portion of the worker's rights interrupts the statute of limitations.

(Challenge No. 374/2013 – Supreme Court, Labor - Session dated Monday, 17/2/2014)

Principle No.: (188) - Judicial Year (13-14)

Representation (Diplomatic Representative - Conditions - International Jurisdiction - Diplomatic Immunity - Effects - Lack of Jurisdiction of the Omani Judiciary Over Foreign Embassies).

A diplomatic envoy has judicial immunity from the civil jurisdiction of the host state, except in real estate-related cases involving private immovable property located within the territory of the host state, inheritance and succession claims filed in personal capacity (not as a representative of the appointing State), and cases concerning professional or commercial activities exercised outside its official functions,
as stipulated in Article 31 of the Vienna Convention on Diplomatic Relations.

Challenge No. 271/2017 - Labour Department - Session dated Monday, 29/01/2018

Principle No. (283) - Judicial Year (17-18)

Union Organization (Full-Time - Conditions)

Article (3) of Ministerial Decision No. 59/2010, promulgated in implementation of Article (110) of the Labour Law, stipulates that a member of a Labour Union must be engaged in one of the recognized professions or occupations. Also, Article (40) of the same decision stipulates that a member of a trade union, Labour Federation, or the General Federation of Oman Workers may be granted full-time

release to carry out union duties, subject to an agreement between the Ministry, Oman Chamber of Commerce and Industry, and the General Federation of Oman Workers. A ministerial decision shall be issued to regulate full-time release, following coordination with the concerned authorities, outlining rules, conditions, cases of release, and financial matters of the full-time members.

(Challenge No. 1417/2018 Labour Department - Session dated Monday, 28/10/2019)

Principle No. (11) - Judicial Year (20)

Validity of "Customary documents"

Customary documents have no inherent probative value unless they lead to the discovery of the original document (if any), on the grounds that such documents lack the signature of the issuing party, whether by handwriting, fingerprint, or stamp, which is the sole legal source for granting evidentiary validity to Customary documents.

Challenges Nos. 306/2010 and 436/2010 Labour Session, Monday, 20/06/2011

Principle No. (107) - Judicial Year (11)

Right (Worker - One-Year Statute of Limitations - Interruption)

The defense argued the expiry of the worker's right to claim any entitlements due to a one-year statute of limitations according to Article (7) of the Labour Law. However, the contested judgment deviated from this principle, as the court deemed the criminal case filed by the Appellant interrupted the statute of limitations, despite the fact that the alleged violation occurred within the legally prescribed time period, which constitutes a violation of Article (350) of the Civil Transactions Law, which exhaustively listed the cases that constitute interruption to the statute of limitation. Whereas none of the listed cases apply to the present case, especially that the principle stating that criminal

proceedings suspend civil proceedings applies only when both cases are concurrent, which is a requirement that is absent in this case. Whereas the contested ruling violated the aforementioned principle, the judgment is rendered marred by misapplication of the law, misinterpretation of the law, and deficient substantiation, which necessitates its annulment.

Challenge No. 510/2017 - Labour Department - Session dated Monday, 19/03/2018

Principle No. (291) - Judicial Year (17 - 18)

Right (Worker - Lapse – One Year)

The worker's right to claim his entitlements arising under the Labour Law shall lapse upon the expiration of one (1) year from the due date thereof.

(Challenge No. 368/2018 - Session dated 16/01/2019)

Principle No. (29) - Judicial Year (19)

Labour Rights (Statute of Limitations - Acknowledgment - Dispute Settlement Committee)

While Article (7) of the Labour Law stipulates that a worker's right to claim entitlements expires after one year from their due date, an employer's explicit or implicit acknowledgment of such rights interrupts the statutory limitation period, pursuant to Article (349) of the Civil Transactions Law.

(Challenge No. 877/2018 - Session dated Monday 14/10/2019)

Principle No. (4) - Judicial Year (20)

Misapplication of the Law

Misapplication of the law, misinterpretation of the law, deficient substantiation, and deficiency in reasoning are all matters that require the annulment of the judgment.

Challenges Nos. 129/2010 and No. 546/2009 - Labour Department – Session dated Monday, 20/06/2011

Principle No. (106) - Judicial Year (11)

Labour Cases (Procedures – Binding Nature)

Article (107) of the Labour Law stipulates that a worker with a complaint must first follow the employer's internal grievance/ complaints procedures. If no such procedure exists, or if it fails to resolve the issue, the worker may submit a request to the competent authority to mediate the dispute between the worker and employer, in accordance with Article (106). Accordingly, the legislature has established a distinct procedural path for Labour disputes, differing from other civil cases. The legislature allowed the worker or employer, before resorting to litigation, to resort to the Labour Dispute Settlement Department at Labour Offices. If a settlement is reached, the matter concludes. If the settlement fails, or either party refuses to comply with the enforcement thereof, the dispute shall be referred to the judiciary to proceed under the procedures prescribed in the Civil and Commercial Procedures Law.

(Challenge No. 1060/2018 – Session dated Monday, 11/11/2019)

Principle No. (12) - Judicial Year (20)

Labour Case (Filing the Case - Recourse to the Competent Department is a Mandatory Procedure)

Whereas recourse to the Labour Dispute Settlement Department serves the interests of both parties to the employment relationship, and given

that litigation procedures concern public order, recourse to the Labour Dispute Settlement Department is therefore mandatory.

Challenge No. 829/2016 - Labour Department - Monday, 14/05/2018

Principle No. (299) - Judicial Year (17-18)

Labour Case (Conditions - Committee - Public Order)

The legislature has established a distinct procedural path for Labour disputes, differing from other civil cases. The legislature allowed the worker or employer, before resorting to litigation, to resort to the Labour Dispute Settlement Department at Labour Offices to settle the dispute. If a settlement is reached, the matter is concluded. If the settlement fails, or either party refuses to comply with the enforcement thereof, the dispute shall be referred to the judiciary to proceed under the procedures prescribed in the Civil and Commercial Procedures Law.

The legislature has emphasized expediting Labour dispute resolution to preserve the employment relationship. Recourse to the Labour Dispute Settlement Department serves the interests of both parties.

Whereas the Respondent failed to resort to the Labour Dispute Settlement Department, and commenced his dispute resolution procedures by filing a case directly with the Administrative Judicial Court, the case shall be dismissed as inadmissible.

(Challenge No. 827/2016 - Session dated 05/11/2018)

Principle No. (14) - Judicial Year (19)

Labour Case (Procedures - Attorney's Signature)

The law does not require a lawyer’s signature on either the initial complaint filed by the worker before the Labour Dispute Settlement Committee or the Labour case.

(Challenge No. 783/2018 - Session dated 24/04/2020)

Principle No. (53) - Judicial Year (19)

Case (Staying Labour Proceedings - Criminal Case - Conditions)

A request to stay Labour proceedings pending the resolution of related criminal proceedings (i.e., suspending the case for the adjudication of the preliminary matter) is subject to the discretionary authority of the trial court. However, if the outcome of such a preliminary issue would materially impact the Labour dispute, the court shall be required to stay the proceedings until that issue is resolved.

(Challenge No. 245/2018 - Session dated 05/11/2018)

Principle No. (17) - Judicial Year (19)

Working Hours (Definition - Determination)

Working hours refer to the period during which a worker remains at the employer's disposal, excluding rest breaks. Accordingly, working hours comprise only the actual hours spent performing work or the time during which the worker is at the employer's disposal, excluding rest (break) periods.

Challenge No. 766/2017 - Labour Department - Session dated Monday, 09/04/2018

Principle No. (295) - Judicial Year (17-18)

Legal Person – Power of Attorney - Meaning No Special Authorization Is Required.

Whereas the Appellant Bank has filed this Challenge in the same legal capacity as in both degrees of litigation. The bank’s representative (the

Bank's General Director) duly submitted the power of attorney for this Challenge by Cassation. Accordingly, arguing unawareness of the Power of Attorney of the Appellant is inadmissible, as the Bank's legal representative (its General Director) retained a law firm to defend the Bank by virtue of his official position, requiring no separate authorization. Nevertheless, the General Director holds a notarized authorization, which conclusively validates the representation.

Challenge No. 250/2015 - Supreme Court - Labour Department - Session dated Monday, 23/11/2015

Principle No. (180) - Judicial Year (15-16)

Legal Person - Representation - Power of Attorney.

The legal representative of a legal person is the person authorized to issue a Power of Attorney, defend the legal person in cases, or initiate litigation proceedings on behalf of the legal person. The documents lacked a valid authorization for the company's authorized representative.

(Challenge No. 362/2013 - Supreme Court - Labour Department - Session dated Monday, 21/04/2014)

Principle No: (192) - Judicial Year (13-14)

Company (Assignment - Labour Rights - Employment - Transfer of Ownership of the Establishment - Effects - Liability of the Successor Jointly with the Predecessor in terms of the Worker's Rights)

If a business activity is transferred, in whole or in part, the worker's entitlements shall remain a joint and several liability of both the transferor and transferee. The previous and new owners shall be jointly liable for all rights arising from the employment contract.

Filing a case against a party lacking full legal capacity shall be dismissed as inadmissible. Whereas the contested judgment deviated

from such principle, it constitutes a violation and misapplication of the law, which necessitates its annulment.

Challenge No. 777/2016 - Labour Department - Session dated Monday, 31/12/2017

Principle No. (269) - Judicial Year (17-18)

Employer (Obligation - Equality - Conditions)

The employer's obligation to ensure equality among workers is based on the alignment of their employment terms, work conditions, and nature, qualifications, and professional experience. The purpose of enforcing the principle of equality is to prevent discrimination among an employer's workers when their job nature, contractual terms, and personal status (e.g., academic qualifications or professional experience) are consistent/ similar.

(Challenge No. 97/2019 - Session dated Monday 09/12/2019)

Principle No. (17) - Judicial Year (20)

Employer (Assignment - Joint - Liability)

Employers shall be jointly and severally liable for any violation of this Law's provisions, in accordance with Article (48) of the Labour Law. Similarly, transferees of a business, whether in whole or in part, shall be jointly liable with the original employer to fulfill all costs imposed by the aforementioned provisions.

(Challenge No. 691/2019 - Session dated Thursday, 23/07/2020)

Principle No. (45) - Judicial Year (20)

Employer (Authority - Organization - Promotion - Imposition)

The employer has the authority to organize its establishment as required by the business interests. For example, the employer has the

authority to assess the worker's competence and assign the worker to the best position to ensure workflow efficiency and production objectives. The employer's authority may not be restricted unless exercised with intent to prejudice the workers. Assigning a worker to higher duties does not automatically grant the worker a right to that position, unless stipulated in the company's by-laws. The worker may not forcibly impose a specific role on the employer.

(Challenge No. 455/2019 - Session dated Thursday, 23/07/2020)

Principle No. (44) - Judicial Year (20)

Challenge the Authenticity (Procedures - Deadline - Effects)

It is established that a claim of forgery shall be filed during the proceedings and before the closure of pleadings and setting the date for a ruling. The closure of pleadings and setting the date for a ruling can only indicate that the parties have submitted their final arguments and requests, and the case is ready for adjudication. Furthermore, pursuant to Article (29) of the Law of Evidence, a ruling on the forgery claim shall precede the judgment on the merits of the case. In other words, the forgery ruling shall be issued before the substantive judgment, i.e. both matters may not be ruled upon simultaneously, whether the forgery claim is raised before a Court of First Instance or the Court of Appeal. Whereas it was established that the Appellant submitted the forgery report on 09/06/2013, while the Court of Appeal had already ordered the closure of pleadings and set the date for the issuance of a judgment on 25/06/2013, which indicates that the litigants may not present further pleas or requests in the case.

Challenge No. 192/2015 - Supreme Court - Labour Department - Session dated Monday, 23/11/2015

Principle No. (179) - Judicial Year (15-16)

Challenge (Effects)

The established legal principles state that a challenge shall only benefit the party filing it and shall be binding solely on the Respondent in such a Challenge. Accordingly, if multiple Defendants are jointly adjudicated, and some challenge the judgment, while others either miss the Challenge deadline or accept the judgment, only the Appellant who filed the Challenge shall benefit from the outcome thereof.

Challenge No. 540/2016, Supreme Court - Civil Department, Session dated Monday, 09/01/2017

Principle No. (43) - Judicial Year (17-18)

Worker - Obligation - Joint liability - Dues - Seller and Buyer of the Establishment – Payment

Employers shall be jointly and severally liable for any violation of this Law's provisions. Similarly, transferees of a business, whether in whole or in part, shall be jointly liable with the original employer to fulfill all costs imposed by the aforementioned provisions. The above provisions demonstrate the legislature's intent to protect workers, ensure job stability, and safeguard their future by deviating from general legal principles, specifically where the legislature stated that the transfer of business ownership does not terminate existing employment contracts with the previous owner. Such contracts automatically transfer to the new owner as if originally concluded with him. The transfer of contracts to the new owner does not absolve the previous owner of any obligations arising from contracts prior to the transfer of ownership to the new owner. Although in principle, the obligations of the old employer remain his responsibility, and to further secure workers' rights, the legislature imposed joint liability on the new owner alongside the previous owner for fulfilling such obligations.

Challenge No. 177/2015 - Supreme Court - Labour Department - Session dated Monday, 14/12/2015

Principle No. (182) - Judicial Year (15-16)

Worker (Dismissal - Cases - Grave error - Employment - Punishment of the Worker by Dismissal - Condition - The Violation shall be Proportionate to the gravity of the Dismissal Penalty)

The legislator has defined the permissible grounds for an employer to terminate the employment of a worker, which do not include tobacco use during work hours. Furthermore, even if established, such conduct does not constitute gross misconduct or serious violation justifying immediate dismissal.

The trial court has the discretionary authority to determine whether the worker committed the alleged violation, assess its severity, and evaluate the proportionality of dismissal as a penalty.

Challenge No. 804/2016 Labour Department - Session dated Monday, 31/12/ 2017

Principle No. (270) - Judicial Year (17-18)

Worker (Right - Release - Invalidity - Employment Contract - Infringement of Worker's Rights - Conditions – Non-severability of the Contract, even if it is More Beneficial to the Worker)

Any waiver, settlement, or relinquishment of rights arising under this Law shall be null and void if it violates the provisions of the Labour Law. However, this rule applies only if the non-compliant clause is severable from the remaining contract terms, and its invalidity does not affect the validity of other clauses. In this case, the clause that violates the law becomes invalid, and the remaining terms of the contract remain valid. If the non-compliant clause is indivisible from the contract, so that the terms collectively form an integrated system with a distinct legal character, the entire contract shall be evaluated to determine whether it as a whole violates the Labour Law. Such evaluation is based on whether the overall system is more beneficial to the worker than its absence. As an exception to the principle of inadmissibility of infringement of workers' rights stipulated in the Labour Law, the contract may include a condition that violates the

worker's rights, provided that the contract's terms are indivisible and that the terms collectively provide greater benefit to the worker. The trial court has the discretionary authority to verify the existence of both conditions.

Challenge No. 665/2016 - Session dated Monday, 31/12/2017

Principle No.: (271) - Judicial Year (17-18)

Worker (Assault - Employer - Conditions - Dismissal - Employment - Criterion of the Graveness of the Assault Against the Employer that Justifies the Dismissal of the Worker in Accordance with Article (40) of the Labour Law)

An assault shall be deemed gross whenever it affects a person's physically or morally, regardless of its form. In assessing the severity of the assault, the court shall consider the victim's social and professional status, the societal and cultural values, and the degree of public reprehension toward such conduct. Phrases like "If you're a real man, fire me tomorrow!" or "If you're your father's son, fire me tomorrow!" are insulting, degrading, and humiliating language that undermines the addressee's dignity and authority. Such acts qualify as gross misconduct under Paragraph (8) of Article (40) of the Labour Law and justify the Respondent's dismissal from work.

Challenge No. 717/2016 - Labour Department - Session dated Monday, 22/01/2018

Principle No. (279) - Judicial Year (17-18)

Worker (Service – Termination - Pension - Entitlement - Insurance - Entitlement to End of Service Benefit - Condition - Insurance Subscription Period of No Less Than One Year - Requiring the Worker to Reach the Age of Sixty Renders the Judgment Marred and Necessitates its annulment.

If an insured person's service terminates without meeting the pension eligibility criteria, such person shall be entitled to an end of service benefit, provided that his insurance subscription period is at least one full year. This text cannot be restricted by unwritten conditions. Had the legislature intended to defer entitlement until the insured reaches 60 years of age, it would have explicitly stated so. Whereas no provision was provided to that effect, the end-of-service benefit becomes payable upon termination of employment, without entitlement to pension, provided that the insurance subscription period is at least one full year, without additional requirements. Whereas the contested judgment deviated from the aforementioned, the judgment is therefore flawed for misapplication and misinterpretation of the law, which necessitates its annulment.

Challenge No. 261/2017 - Labour Department - Session dated Monday, 29/01/2018

Principle No.: (282) - Judicial Year (17 - 18)

Worker (Equality - Conditions)

The principle of equality among workers applies when they are employed by the same establishment, work under similar conditions, and hold comparable qualifications and agreed-upon employment terms.

Challenge No. 425/2017 - Labour Department – Session dated Monday, 12/02/2018

Principle No. (286) - Judicial Year (17-18)

Worker (Appointment - Termination - Reinstatement - Omanization - Workers - Justifications for Terminating the Employment Contract - Omanization is a Sufficient and Legitimate Justification for Termination)

If a worker was previously appointed part-time and then appointed full-time, this does not negate the Omanization of the position and the employee's replacement of the Respondent. Similarly, failure to assign the Respondent a position after their judicial reinstatement, and the employer's advertisement of vacancies for both Omani and non-Omani candidates, do not justify the contested judgment's conclusion that the dismissal was unrelated to Omanization and accordingly arbitrary, which renders the judgment marred for deficient substantiation, which necessitates its annulment.

Challenge No. 682/2017 - Labour Department – Session dated Monday, 25/05/2018

Principle No. (300) - Judicial Year (17-18)

Worker (Appointment - Probationary Period - Transfer - Proof)

A worker's transfer between roles within the same employer's organization precludes re-imposing a probationary period. The probation period, if agreed upon, shall be stipulated in the employment contract. No probationary period may be enforced if the contract does not expressly include it.

(Challenge No. 650/2018 - Session dated 22/05/2019)

Principle No. (56) - Judicial Year (19)

Worker (Dismissal - Absence)

An employer may terminate a worker without prior notice or end of service benefit if the worker is absent from work for more than seven consecutive days, pursuant to Article (40/4) of the Labour Law promulgated by Royal Decree No. (35/2003).

(Challenge No. 444/2017 - Session dated 05/11/2018)

Principle No. (1) - Judicial Year (19)

Worker (Dismissal - Compensation - Assessment)

Assessing the existence of a case of unfair dismissal and compensation for it is a matter of fact that is independently decided by the trial court, provided it bases its judgment on valid grounds supported by the relevant documents.

(Challenge No. 711/2017 - Session dated 05/11/2018)
Principle No. (7) - Judicial Year (19)

Worker (Relationship - Termination - Obligation - Repatriation)

The employer shall repatriate non-Omani workers to their home country upon termination of the employment relationship, unless their sponsorship is transferred to another employer, on the grounds that the termination of employment renders the worker's presence in the Sultanate unjustified.

(Challenge No. 688/2017 - Session dated 05/11/2018)
Principle No. (15) - Judicial Year (19)

Worker (Penalties - Conditions)

A worker may not be charged with a violation if more than fifteen (15) days have passed since its discovery. Also, a disciplinary action may not be imposed more than 30 days after the violation was established for workers receiving a monthly wage, or more than fifteen days after the violation was established for other workers.

The legislature has surrounded worker disciplinary actions with safeguards to prevent accusations from remaining a constant threat to the worker. If accusatory procedures or disciplinary actions are not initiated within the prescribed time limits, they may no longer be pursued. Compliance with such deadlines is mandatory when making an accusation or imposing a penalty. Imposing the penalty or making an accusation after the prescribed time periods shall be deemed invalid.

Challenge No. 365/2018 - Session dated 26/12/2018
Principle No. (19) - Judicial Year (19)

Worker (Dismissal of the Employee - Legitimacy - Leave - Effects)

The validity of a dismissal decision and whether the employer acted arbitrarily is determined by the circumstances surrounding the dismissal at the time of its issuance.

The contested judgment erroneously deemed the mere submission of a leave request without awaiting approval as arbitrary dismissal, without examining whether the worker followed the proper leave application procedures. Accordingly, the ruling granted compensation and post-termination wages. Accordingly, the judgment was marred by misapplication of the law, deficiency in reasoning, and deficiency in substantiation, which necessitates its annulment.

(Challenge No. 387/2018 - Session dated 06/02/2019)
Principle No. (38) - Judicial Year (19)

Worker (Suspension - Crime - Employer - Obligation - Reinstatement)

An employer may suspend a worker if he is accused of committing a felony or misdemeanor in the workplace, provided the employer adheres to Article (32) of the Labour Law, which mandates that the employer shall comply with the findings of the competent investigative or judicial authority, reinstate the worker, and repay any previously paid wages. Failure to do so constitutes arbitrary dismissal on the part of the employer.

(Challenge No. 119/2018 - Session dated 06/02/2019)
Principle No. (39) - Judicial Year (19)

Worker (Dismissal - Absence)

An employer may terminate a worker if the worker is absent from work for more than ten (10) days in a single contractual year, provided the worker is notified after the fifth day of absence. The year shall be calculated based on the contractual year.

(Challenge No. 791/2018 - Session dated 06/02/2019)
Principle No. (44) - Judicial Year (19)

Worker (Reinstatement - Obligation - Employer)

Pursuant to Article 56 of the Labour Law promulgated by Royal Decree 35/2003, the employer shall repatriate the non-Omani worker to his home country upon termination of the employment relationship. Accordingly, the employer shall bear the cost of the worker's repatriation after the termination of the employment relationship, and shall remain liable for such obligation until it is fulfilled.

(Challenge No. 148/2018 - Session dated Monday, 28/10/2019)

Principle No. (8) - Judicial Year (20)

Worker (Obligation - Order - Employer)

Article (27/2) of the Labour Law stipulates that a worker shall comply with the employer's orders regarding the performance of the agreed-upon work.

(Challenge No. 445/2019 – Session dated Sunday, 07/06/2020)

Principle No. (38) - Judicial Year (20)

Worker (Obligation – No Competition - Dismissal)

The employee's obligation not to compete with the employer is one of the consequences arising from the employment contract, which establishes reciprocal obligations on both parties. This obligation is required by the principle of good faith in the performance of the employment contract. Such an obligation is deemed a negative obligation (i.e., an obligation to refrain) that has its own legal nature and characteristics. A breach of a no-competition obligation may result in civil liability, whether contractual or tortious. The worker's violation of this obligation constitutes a failure to perform his work properly. The worker may not enable third parties or assist them in gaining access to the establishment's confidential information or in competing with the employer. This obligation is deemed a material obligation, and any

breach thereof justifies the dismissal of the worker during the course of the employment relationship.

(Challenge No. 311/2019 - Session dated Thursday, 23/07/2020)

Principle No. (42) - Judicial Year (20)

Worker (Promotion - Equality - Demonstration)

The court shall ascertain the aspect of equality and the extent to which the conditions for promotion, as stipulated in the Internal Work Regulations, have been met; otherwise, its judgment shall be rendered marred by violation of the law, deficiency in reasoning, and deficient substantiation, which necessitates its annulment.

(Challenge No. 321/2019 - Session dated Sunday, June 7, 2020)

Principle No. (35) - Judicial Year (20)

Worker (Promotion - Conditions)

Upon considering a worker’s promotion, the court shall review the company’s Internal Work Regulations and the promotion criteria stipulated therein. Whereas it is evident from the contested judgment that the court failed to examine the company's Internal Work Regulations, nor the promotion criteria stipulated therein. The court also failed to determine whether the worker met the promotion criteria or not. Accordingly, the judgment is rendered marred by deficient reasoning, which necessitates its annulment, without the need to examine the remaining grounds of the Challenge.

(Challenge No. 146/2019 - Session dated Monday, 16/03/2020)

Principle No. (27) - Judicial Year (20)

Worker (Dismissal - Arbitrariness - Discretion - Court)

The assessment of whether a worker's dismissal was arbitrary or not falls within the discretionary authority of the trial court, without review or oversight of the Supreme Court, provided that the judgment is based on justifiable evidence and supported by the documents.

(Challenge No. 1418/2018 - Session dated Monday 14/10/2019)

Principle No.: (6) - Judicial Year (20)

Worker (Dismissal - Court - Assessment - Conditions)

While the trial court has absolute discretionary authority in assessing whether a worker's dismissal was arbitrary or not, such discretion is contingent upon the court basing its judgment on valid, justifiable grounds supported by case documents.

(Challenge No. 231/2019 - Session dated Monday, 16/03/2020)

Principle No. (29) - Judicial Year (20)

Worker (Absence - Dismissal - Arbitrariness - Excuse)

It is established in the judgments of the Supreme Court that the determination of the existence of arbitrariness, its extent, its due compensation and its amount fall within the discretionary authority of the trial court without review or oversight of the Supreme Court, provided that the judgment is based on justifiable evidence and supported by the case documents.

Where the employer provides justification for the termination of the worker's employment, the burden of proof shifts to the worker to establish that the dismissal was arbitrary or that the termination was in violation of the Labour Law, as in principle, the burden of proving arbitrariness lies with the party claiming it.

The worker's absence for more than seven consecutive days entitles the employer to terminate the employment contract without the need for prior warning.

(Challenge No. 1528/2018 - Session dated Monday, 11/11/2019)

Principle No. (16) - Judicial Year (20)

Worker (Retired - Dismissal - Effects)

Article (43) of the Labour Law promulgated by Royal Decree No. 35/2003 stipulates that: "The contract shall not be terminated from the part of the employer unless the worker reaches the age of sixty at least". This does not mean that the contract is inextensible beyond that age, and the employer may terminate the employment contract at any time after the worker reaches the retirement age. The worker's continued employment beyond the age of sixty does not grant the worker any acquired right, nor does it preclude the employer's right to terminate the contract.

(Challenge No. 301/2019 - Session dated Monday, 16/03/2020)

Principle No. (30) - Judicial Year (20)

Worker (Transfer - Suspension - Dismissal - Justification)

The issuance of a decision to transfer the worker and the worker's submission of a complaint to the Ministry of Manpower objecting to the transfer decision does not justify the worker's absence from work. Accordingly, the employer's termination of the worker's employment contract due to such absence shall not be deemed arbitrary.

(Challenge No. 774/2018 - Session dated Monday, 14/10/2019)

Principle No. (2) - Judicial Year (20)

Employment Contract "Renewal"

Stipulating that a fixed-term employment contract may not be renewed except by written agreement between the parties is contrary to the provisions of Article 36 of the Labour Law, and the effects of which are nullification, as it pertains to public order.

Challenges Nos. 294, 242 and 504/2010 - Labour Department, Session dated Monday, 23/05/2011

Principle No. (105) - Judicial Year (11)

Employment Contract "Termination".

A fixed-term employment contract, or one concluded for the completion of a specific task, terminates upon the expiry of its term or the completion of the work, without the need for prior notice. If both parties continue to perform the contract after the expiry thereof, the contract shall be deemed legally renewed under the same terms and conditions for an indefinite period.

Challenges Nos. 294, 242 and 504/2010 - Labour Department, Session dated Monday, 23/05/2011

Principle No. (105) - Judicial Year (11)

Termination of the Employment Contract.

The employer's right to terminate a worker's contract during the probation period is subject to a prior notice of at least seven (7) days.

(Challenge No. 189/2012 - Supreme Court - Labour Department - Session dated Sunday, 13/01/2013)

Principle No. (179) - Judicial Year (13-14)

Employment Contract - Termination - Justification.

The termination of the Appellant's employment contract was due to Omanization. The Respondent is entitled to restructure and organize his organization in accordance with the Labour Law and the decisions of the Ministry of Manpower regarding the employment of Omani nationals and their replacement of non-Omani expatriate workers, as per the legally prescribed ratios.

(Challenge No. 207/2013 - Supreme Court - Labour Department - Session dated Monday, 20/01/2013)

Principle No. (183) - Judicial Year (13-14)

Employment Contract - Change of Job - Change of Place of Work.

The permissibility stipulated in Clause (9) of the contract is an exceptional permissibility due to an immediate requirement to change the worker's job, and does not pertain to a change in the place of work.

(Challenge No. 234/2013 - Supreme Court - Labour Department - Session dated Monday, 23/12/2013)

Principle No. (181) - Judicial Year (13-14)

Disclosure - Confidential - Contract - Termination.

Informing a customer outside the company with the price of a piece of equipment promoted by the company does not constitute a violation that warrants the termination of the worker's contract pursuant to Article (40/5) of the Labour Law, which pertains to the disclosure of the employer's confidential information.

(Challenge No. 445/2013 - Supreme Court - Labour Department - Session dated Monday, 21/04/2014)

Principle No. (194) - Judicial Year (13-14)

Employment - Resignation - Contract Termination – Arbitrariness

The worker's resignation due to the employer's breach of its obligations or unilateral alteration of the contract terms does not constitute voluntary resignation and does not prevent the worker from obtaining his rights.

(Challenge No. 173/2013 - Supreme Court - Labour Department - Session dated Monday, 23/12/2013)

Principle No. (182) - Judicial Year (13-14)

Employment Contract (Subordination - Supervision - Guidance - Employment Contract - Its Pillars - Worker's Subordination to the Employer in exchange for a wage)

Omani Labour Law adopts the theory of legal subordination, which encompasses supervision, direction, and wages, a principle established by the ruling of this court.

The employment contract is an agreement whereby the worker undertakes to perform work under the supervision and direction of the employer in exchange for a wage.

Challenge No. 870/2016, Labour Court, Session dated Monday, 31/12/2017

Principle No. (272) - Judicial Year (17-18)

Contract (Employment - Text - Probation Period - Shall be Established in Writing).

It is established in the judgments of this court that the probationary period shall be explicitly provided for in the employment contract. If a probationary period is not provided for in the employment contract, this implies that there is no probationary period.

Challenge No. 731/2016 - Labour Department - Session dated Monday 31/12/2017
Principle No. (273) - Judicial Year (17-18)

Employment Contract (Continuity - Company - Bankruptcy - Transfer - Termination of Employment Contract - Economic Justifications for Termination)

The employment contract shall remain in effect unless the company is liquidated, declared bankrupt, or permanently closed with authorization from the competent authority. In the event of the transfer of the project to another employer, regardless of the manner of transfer, the workers shall be transferred to the new employer with the same benefits and entitlements they were receiving.

Challenge No. 243/2017 - Labour Department - Session dated Monday 29/01/2018

Principle No.: (285) - Judicial Year (17-18)

Fixed-Term Employment Contract (Continuity - Renewal - Implicit Renewal of the Contract - Article (36) of the Labour Law)

If the contract is for a fixed term and both parties continue to perform it after the expiry of its term, the contract shall be deemed renewed under the same terms and conditions for an indefinite period, in accordance with the provisions of Article (36) of the Labour Law.

Challenge No. 548/2017 - Labour Department, Session dated Monday, 19/03/2018

Principle No. (289) - Judicial Year (17-18)

Employment Contract (Conditions - Worker's Interests - Infringement of Rights Provided by the Labour Law - Condition - The Contract as a Whole is More Beneficial and Non-severability)

If the employment contract includes one or more provisions, and such provisions are indivisible and linked to the remaining terms and conditions of the contract, the terms and conditions of the contract shall be considered as a whole, as they represent a comprehensive employment system. Accordingly, the terms and conditions in their

entirety shall be considered and assessed to determine whether they together offer a greater benefit to the worker. In this case, if any provision or some provisions are found to be in violation of the Labour Law, they shall not be considered if the provisions in their entirety offer a greater benefit to the worker.

Challenge No. 306/2017 - Labour Department, Session dated Monday, 09/04/2018

Principle No. (294) - Judicial Year (17-18)

Contract (Effects - Particular Successor - Conditions)

The contract's effects extend to the particular successor. Also, the rights and obligations transfer to the successor if they are inherent to the contract and the successor is aware thereof at the time of transfer. It is established in Article (267) of the same law, which stipulates that: "If the obligation is not of monetary value, the contracting parties may predetermine the compensation value by stipulating such value in the contract or a subsequent agreement, which indicates that the parties' will in agreeing on compensatory terms is binding, and shall be considered by the court. The court also has discretionary authority to modify the agreement to ensure that the compensation is proportionate to the actual damage. Whereas the contested judgment failed to demonstrate the Respondent's commitment and fulfilment of its obligations under the agreement dated 15/04/2013, omitted verifying the authenticity of the document, and whether the Respondent's representative was aware of it. Whereas the mentioned document is legally effective and provides for the claimed rights. Accordingly, the court's failure to address such an argument renders the judgment at fault and necessitates its annulment.

Challenge No. 282/2017 - Labour Department - Session dated Monday, 14/05/2018

Principle No.: (289) - Judicial Year (17-18)

Employment Contract (Settlement - Deadline - Effects)

Article (106) provides for a specific deadline for the worker to resort to the Labour Disputes Settlement to request reinstatement to his job following dismissal. However, the stipulated period of fifteen days is not a mandatory deadline, but rather a procedural deadline, and failure to comply therewith does not result in the forfeiture of the right to make such a request, unless the worker exceeds the deadline stipulated in Article (7) of the same law. Accordingly, arguing and maintaining the worker's forfeiture of its right to claim due to statute of limitation are unfounded.

(Challenge No. 707/2018 - Session dated 22/05/2019)

Principle No. (55) - Judicial Year (19)

Settlement (Labour Dispute - Conditions)

It is impermissible to settle rights arising under the Labour Law if such settlement violates the provisions of the same Law.

Arbitration, as an alternative dispute resolution mechanism for labor disputes, does not provide workers with the safeguards guaranteed under the Labour Law, particularly, exempting the worker from the legal fees, simplifying the procedures and protecting the worker from burdensome costs that may exceed the worker's financial capabilities, especially if arbitration is held abroad. Accordingly, the arbitration shall be deemed invalid.

(Challenge No. 790/2017 - Session dated January 16, 2019)

Principle No. (28) - Judicial Year (19)

Contract (Pacta sunt servanda (a contract is binding upon contracting parties))

The contract acts as the law governing the contracting parties.

Challenge No. 60/2018/B - Session dated 30/10/2018

Principle No. (6) - Judicial Year (19)

Contract (The Autonomy of Will Principle - Effects)

The principle dictates that autonomy of will prevails in contracts, as contracts act as the law governing the contracting parties (Pacta sunt servanda (a contract is binding upon contracting parties)). Accordingly, Once the contract is validly concluded with all its material pillars, it shall be deemed legally effective in terms of the intent of the contracting parties.

(Challenge No. 571/2017/A - Session dated 26/03/2019)

Principle No. (8) - Judicial Year (19)

Contract - (Void Contract - Definition - Effects)

A void contract is an illegitimate contract, in terms of both the subject matter thereof and the description thereof. A void contract contains faulty or deficient pillars, subject matter or form, all of which are factors required by the law to form a valid contract.

A void contract is legally ineffective and may not be made permissible or legitimized. Any interested party may invoke the nullity of the contract, and the court may declare a contract void by itself. It is also established, in accordance with general legal principles, that the invalidity of a contract results in the reinstatement of the contracting parties to the pre-contractual state, as each party is required to return what it received, unless restitution is impossible. Accordingly, a void contract requires negation of all effects of the contract, whether arising from explicit or implicit agreements between the parties.

Challenge No. 164/2018/B - Session dated 06/11/2018

Principle No. (7) - Judicial Year (19)

Sales Contract (Case - Validity - Enforceability - Obligation - Plea of Non-Performance)

A case concerning the validity and enforceability of a sales contract is a substantive claim that considers and examines the nature of the contract, addressing its enforceability, scope, and validity.

A sales contract is a bilateral contract, as it establishes mutual obligations between the contracting parties, including the seller's obligation to transfer title of the sold property to the buyer, and the buyer's obligation to pay the agreed price.

If the buyer fails to pay the price of the sold property to the seller, the latter may file a case for the buyer's non-performance of his obligations, and may suspend/ cease the performance of his obligation to transfer the title of the sold property.

A case regarding the validity of a contract requires that the subject sale of the property transfers the title of the sold item to the buyer. Real property rights are then transferred by registration in the Property Registry.

A court judgment affirming the contract's validity may substitute for the registration of the contract in establishing the transfer of ownership.

(Challenge No. 1017/2017/A - Session dated 19/01/2019)

Principle No. (3) - Judicial Year (19)

Sales Contract (Latent Defect - Conditions - Warranty - Proof - Effects – Discretionary Authority of the Trial Judge)

The seller shall be deemed in breach of contractual obligations if he delivers goods with a latent, material defect that exists at the time of sale, and the buyer was unaware thereof, where such defect impairs the buyer's intended use of the sold item to the fullest extent, or reduces the value of the sold item. The discovery of a defect through a technical expert is deemed evidence that such defect is latent. The Court of First

Instance shall not be rendered marred by relying on such fact in its judgment.

The seller provides a guarantee against latent defects that prevent optimal use of the sold item. Upon discovery of such defects, the buyer may request contract termination or request the replacement of the sold item with another. The buyer may also claim compensation for damages resulting from the seller's breach of its obligations. The judge has the discretionary authority to grant the buyer his requests.

Challenge No. 126/2018 - Session dated 16/10/2018

Principle No. (3) - Judicial Year (19)

Partnership Contract (Void Contract - Ruling - Effects - Validity)

The partnership contract is declared null and void for the violation of Royal Decree No. 102/1994, as one party to the contract is a foreigner, and the contract was not registered with the Ministry of Commerce and Industry.

The application of the general legal principle regarding the invalidity of the contract to the company would require reinstatement of the parties to their pre-contractual status, which would waive all obligations, leading to unfair and undesirable outcomes. Accordingly, the Supreme Court has ruled to limit the effects of the nullity of the contract to the future without affecting the past transactions, i.e., the Court recognized the actual, de facto existence of the legal entity, despite not being a legal existence. Accordingly, the contract’s nullity constitutes a prospective dissolution of the company, which shall only be effective as of the issuance date of the judgment, and for future transactions only.

Challenge No. 164/2018/B - Session dated 06/11/2018

Principle No. (7) - Judicial Year (19)

Employment Contract (Termination - Illness)

The employment contract shall terminate if the worker suffers an illness that requires the worker's absence from work for a continuous or intermittent period of no less than ten weeks within one year, in accordance with Article (43) of the Labour Law.

(Challenge No. 367/2018 - Session dated 06/02/2019)

Principle No. (41) - Judicial Year (19)

Contract (Pillars - Subject Matter - Invalidity - Public Order - Effects)

Pursuant to Articles (115) to (121) of the Civil Transactions Law, the subject matter and justification/ purpose of the contract are fundamental pillars of a contract. For a contract to form, it must contain a subject matter, which must be legally permissible (not prohibited by Sharia or the Law) and deliverable; otherwise, the contract shall be invalid. If the contract lacks a purpose, or if the purpose thereof violates the Islamic Sharia, the Law, public order, or morals, the contract shall be invalid. A void contract is an illegitimate contract, in terms of both the subject matter thereof and the description thereof. A void contract contains a faulty or deficient pillar, subject matter, or form, all of which are factors required by the law to form a valid contract. A void contract is legally ineffective and may not be made permissible or legitimized. Any interested party may invoke the nullity of the contract, and the court may declare a contract void by itself.

(Challenge No. 165/2018 - Session dated 13/03/2019)

Principle No. (16) - Judicial Year (19)

Employment Contract (Effects)

The employment contract constitutes the basis of the relationship between the worker and the employer. It may not be terminated or modified except by mutual agreement of both parties, or for grounds/

justifications prescribed by law. Prima facie evidence may only be overruled by a defeasance, provided that it is concluded between the same contracting parties and pertains to the same subject matter.

(Challenge No. 467/2019 - Session dated Sunday, 07/06/2020)

Principle No. (39) - Judicial Year (20)

Employment Contract (Wage - Modification - Court)

It is established that a worker's wage is determined by the individual employment contract, collective labor agreements, the company, factory, or establishment's internal regulations. The legislature may intervene to regulate wages by setting a minimum basic or gross wage or specific allowances, such as periodic allowances. Accordingly, no modification may be made to the wage or its components without mutual agreement, and the court may not amend the wage unless the wage falls below the prescribed minimum wage, or the employer violates wage equality among workers under Article (11) of the Labour Law.

(Challenge No. 1369/2018 - Session dated Monday, 16/03/2020)

Principle No. (32) - Judicial Year (20)

Employment Contract (Confidential Information - Disclosure - Prohibition)

Whereas the employment contract and the company's internal regulations require the worker to maintain confidentiality of the company's secrets (confidential information), yet the contested judgment (which confirmed the first instance judgment) failed to consider the matter of disclosure, assess the extent of the worker's violation of the employment contract and the company's internal regulations through the published online article, and whether the published information constitutes confidential information that the

worker was required to maintain the confidentiality thereof. In disregarding the aforementioned, the court then disregarded a substantive argument, which if deemed valid, would change the opinion in the case, which requires the annulment of the contested judgment.

(Challenge No. 181/2019 - Session dated Sunday, 07/06/2020)

Principle No. (34) - Judicial Year (20)

Employment Contract (Conditions - System - Interpretation - Unity)

If the terms of the employment contract collectively constitute a comprehensive system, and such terms are indivisible, no individual term shall be considered in terms of its conformity to the provisions of the law, but rather the entire system is assessed. If the entire system is more beneficial to the worker, no individual contractual term may be considered separately.

(Challenge No. 365/2019 - Session dated Sunday, 07/06/2020)

Principle No. (36) - Judicial Year (20)

Employment Contract (Indefinite Term - Termination - Conditions)

If the employment contract is of an indefinite term, i.e., not limited by a specific term or a specific task, the termination thereof will not only require a termination notice, but also a valid justification.

(Challenge No. 1024/2018 - Session dated Monday, 30/12/2019)

Principle No. (25) - Judicial Year (20)

Fixed-Term Employment Contract (Termination – Arbitrariness)

A fixed-term employment contract automatically terminates upon the expiration of its term or the completion of the agreed upon task, without limitation, conditions, or prior procedures.

(Challenge No. 680/2018, Session dated Monday, 14/10/2019)
Principle No. (1) - Judicial Year (20)

Labour Relationship (Proof – Characterization - Investigation - Substantive Defense)

A defense shall be deemed substantive if it could alter the court's opinion in the case, and is either supported by evidence, or the court is required to establish it by the legally prescribed means.

The worker's argument, in which the worker requests the establishment of the nature of the relationship between the worker and the employer, and whether it constitutes ongoing employment or consultancy services that are provided without a fixed wage. Such an argument/ defense is deemed a substantive defense, and the contested judgment (which confirmed the first instance judgment) was required to refer the case for investigation. Failure to do so is deemed a violation of the right of defense, which faults the judgment and necessitates its annulment along with the referral to investigation.

(Challenge No. 117/2018 - Session dated January 16, 2019)
Principle No. (35) - Judicial Year (19)

Workers (Equality - Conditions)

Equality among workers of the same employer is a fundamental principle mandated by the rules of justice. Equality is based on working in the same workplace, the work being of the same nature, and the workers' possession of the same qualifications and experience.

(Challenge No. 111/2019 - Session dated Sunday, 07/06/2020)
Principle No. (33) - Judicial Year (20)

Employment - Workers – Equality – Conditions - Combining Competence, Qualifications, and the Nature of the Job.

The principle of equal treatment among workers in the same field is a fundamental pillar of Labour Law, mandated by the rules of justice. Every employer is required to ensure equal treatment for workers within the same project if they perform the same job, operate under the same conditions, and possess the same competencies and qualifications. Furthermore, although the worker's relationship with the employer or the work originates from a contract that continues to regulate and govern many of the provisions of this relationship, this relationship ultimately falls within the broader framework of a unified project, where all workers are bound by an integrated system and a common goal.

Challenge No. 157/2015 - Supreme Court - Labour Department - Session dated Monday, 30/11/2015

Principle No. (181) - Judicial Year (15-16)

Employment - Annual Leave

Working under a shift system and taking shift leave does not deprive the worker of his annual leave entitlement.

If the work regulations require the worker to rest for two weeks after two consecutive weeks of work, such rest period may not be deducted from the annual leave balance, as decided by the Appellant based on Article (62) of the Labour Law, where the Appellant argued that the requirement to divide the annual leave, which is a rule established and designed to grant the worker the opportunity to renew his energy, physically and mentally, allowing the worker to elect the timing and location of the leave (domestically or abroad) for a balance of 30 days with full pay, unless otherwise required by business interests.

Challenge No. 428/2015 - Supreme Court - Labour Department - Session dated Monday, 28/12/2015

Principle No. (185) - Judicial Year (15-16)

Employment (Duration - Agreement - Leave)

An agreement between the parties to implement regulations stipulating continuous work for extended periods (days) without weekly rest days, followed by an equal duration of continuous leave, does not preclude the worker's right to an annual leave or financial allowance in lieu thereof, unless otherwise provided for by an explicit legal provision or mutual agreement.

Challenge No. 873/2016 – Labour Department, Session dated Monday, 22/01/2018
Principle No. (281) - Judicial Year (17-18)

Employment (Settlement - Deadline - Effects)

Article (106) provides for a specific deadline for the worker to resort to the Labour Disputes Settlement to request reinstatement to his job following dismissal. However, the stipulated period of fifteen days is not a mandatory deadline, but rather a procedural deadline, and failure to comply therewith does not result in the forfeiture of the right to make such a request, unless the worker exceeds the deadline stipulated in Article (7) of the same law. Accordingly, arguing and maintaining the worker's forfeiture of their right to claim due to the statute of limitations are unfounded.

(Challenge No. 707/2018 - Session dated 22/05/2019)
Principle No. (55) - Judicial Year (19)

Employment (Assignment – Another Task - Liability)

Merely assigning a worker to tasks outside the scope agreed upon in the employment contract, outside the validating instances or cases, constitutes fault on the part of the employer. However, for the employer to be held liable, it is required that such fault has caused harm to the worker, which the Appellant failed to establish or demonstrate the extent thereof.

(Challenge No. 778/2018 - Session dated 06/02/2019)
Principle No. (37) - Judicial Year (19)

Employment (Probationary Period - Proof)

The probation period, if agreed upon, shall be stipulated in the employment contract. No probationary period may be enforced if the contract does not expressly include it.

(Challenge No. 720/2018 - Session dated 13/03/2019)

Principle No. (47) - Judicial Year (19)

Overtime (Definition)

Overtime work eligible for compensation refers to work performed beyond the legally prescribed working hours.

Challenge No. 654/2017 - Labour Department - Session dated Monday, 09/04/2018

Principle No. (296) - Judicial Year (17-18)

Fixed-Term Employment Contract - Continued Performance or Renewal by Both Parties.

The subject employment contract is a fixed-term contract, effective from (30/10/2010) until (30/10/2012). However, both parties continued to perform their contractual obligations after the contract's expiry, which indicates that the contract was renewed. Contracts are renewed through either explicit renewal through clear offer and acceptance, or implicit renewal, which is inferred. Regardless of how the contract was renewed, whether explicit or implicit renewal, the contract shall not continue in the same previous manner. The contract shall then be an indefinite-term contract, which thereafter imposes liability on the terminating party, if it fails to provide proper notice or justification.

Challenge No. 196/2015 - Supreme Court - Labour Department - Session dated Monday, 29/02/2016

Principle No. (189) - Judicial Year (15-16)

Employment Contract - Termination - Economic Conditions of the Establishment.

In terms of the merits of the case, the challenge raises a significant issue not explicitly addressed by the legislature, which is the termination of employment contracts due to the employer's adverse economic circumstances. In the absence of specific legislation, Islamic jurisprudence established that, if an enterprise faces a financial crisis threatening its operations, the employer may take necessary measures to mitigate the risk of insolvency, including terminating some employment contracts. In this case, termination is deemed legally justified provided that such economic crisis resulted in an established and increasing financial loss, and the determination of which shall be subject to the discretionary authority of the trial court.

Challenge No. 396/2015 - Supreme Court - Labour Department, Session dated Monday, 29/02/2016

Principle No. (190) - Judicial Year (15-16)

Employment - One-Year Statute of Limitations – Initiation - From the Due Date, not the Employment Termination Date

The rulings of this court have established in its application of this legal provision that the one-year statute of limitations starts from the date the right accrued and became due, not from the date of termination of the employment relationship.

Challenge No. 330/2015 - Supreme Court - Labour Department, Session dated Monday, 18/01/2016

Principle No. (186) - Judicial Year (15-16)

Employment - Workers - Deadline for Filing a Complaint with the Ministry of Manpower - Regulatory Deadline - Effects of Article (106) of the Labour Law.

The contested judgment is rendered marred by misapplication of the law on grounds that Article (106) of the Labour Law provides for a specific deadline for the worker to resort to the competent authority to claim his rights from the employer after the termination of the contractual relationship, otherwise the worker's right shall be forfeited, if the complaint was filed after the aforementioned date. Such a challenge is unfounded, as Article (106) imposed no penalty for missing the stipulated deadline, as such deadlines are deemed procedural, and were not intended to deprive the worker of his rights.

Challenge No. 402/2015 - Supreme Court - Labour Department - Session dated Monday, 04/04/2016

Principle No.: (191) - Judicial Year (15-16)

Employment (Probationary Period - Dismissal - Reinstatement - Effects)

Article (24) of the Labour Law stipulates that "Termination during the probationary period shall be preceded by a seven-day notice. Such notice right is granted equally to both parties. Violation of such provision results in compensation to the affected party equivalent to (seven-days) wages.

(Challenge No. 802/2018 - Session dated Monday 14/10/2019)

Principle No.: (3) - Judicial Year (20)

Employment (Risks - Employer - Worker - Information – Liability)

Article (87) of the Labour Law promulgated by Royal Decree No. 35/2003 stipulates that: "Every employer or its representative shall inform the worker, prior to recruitment, of the occupational hazards and required preventive measures. The employer shall take all necessary

measures to protect workers from health risks, workplace dangers, and machinery-related risks. The employer shall carry out such protection through (providing and taking all action required to ensure occupational and health safety in workplaces, or the means required for workers to enable them to carry out their job duties…). Such provisions demonstrate that the legislature imposed mandatory legal obligations on employers to ensure occupational health safety in the workplace, educate workers on the occupational risks, ensure their protection from occupational hazards and harms, and adopt all necessary preventive measures to protect workers during their performance of their duties.

(Challenge No. 307/2019 - Session dated Thursday, 23/07/2020)

Principle No. (41) - Judicial Year (20)

Employment (Regulation - Transfer – Arbitrariness)

The employer is entitled to organize its establishment as required by the business interests. Accordingly, the employer may transfer workers from one location to another, unless the contract prohibits such transfer, unless the transfer is intended to harm the worker, infringe upon his rights, if the transfer exposes the worker to risks, or if the transfer assigns the worker to a job that differs substantially from the job agreed upon in the employment contract. If the transfer is work-related (to achieve the business interests) and non-arbitrary, it shall be legally permissible.

(Challenge No. 1525/2018 - Session dated Monday, 14/10/2019)

Principle No. (7) - Judicial Year (20)

Dismissal of the Worker

Dismissal of the worker for absence, in accordance with Article (40) of the Labour Law, requires providing the worker with a prior written warning of termination after five consecutive days of absence.

Challenge No. 154/2010, Labour Department, Session dated Monday, 18/04/2011

Principle No. (101) - Judicial Year (11)

Arbitrary Dismissal

The closure of an establishment due to failure to meet the governmental requirements does not constitute an emergency circumstance beyond the employer's control. Dismissal of the worker based on such grounds is deemed arbitrary dismissal.

Challenge No. 149/2010, Labour Department, Session dated Monday, 18/04/2011

Principle No. (102) - Judicial Year (11)

Arbitrary Dismissal

Dismissal of the worker to lay off staff and reduce their numbers in order to replace them with workers from specialized companies constitutes arbitrary dismissal, on the grounds that exercising such right shall be deemed unlawful if it is intended to harm others, or to achieve a minor benefit.

Challenge No. 185/2010, Labour Department, Session dated Monday, 18/04/2011

Principle No. (104) - Judicial Year (11)

Arbitrary Dismissal

Determining whether the dismissal is arbitrary or not and the amount of its compensation are substantive matters that are subject to the discretionary authority of the trial court, provided that its judgment is based on justifiable grounds supported by the documents.

The employer is entitled to assign the worker to a job other than the agreed-upon job, provided that such job is not materially different from the original job. Assigning the worker to a job other than the agreed-upon job is contingent upon such assignment being temporary and necessitated by operational needs. Dismissal of the worker for refusing to perform work not agreed upon shall be deemed arbitrary if the conditions for such assignment are not met.

Challenge No. 67/2010, Labour Department, Session dated Monday, 20/12/2010

Principle No. (100) - Judicial Year (11)

Dismissal

The employer may dismiss the worker in accordance with the cases stipulated in Article (40) of the Labour Law. Such right is optional, as the employer may exercise it at will, provided that the required conditions are met, which indicates that the worker shall be deprived of the notice period and compensation.

(Challenges Nos. 10/2012 and 33/2011 - Supreme Court - Labour Department - Session dated Monday, 15/10/2012)

Principle No. (178) - Judicial Year (13-14)

Worker - Provocation - Dismissal - Justification

Provoking a worker by forcibly snatching a file from his hands in front of the auditors, which undoubtedly constitutes an assault and a provocative act.

(Challenge No. 239/2013 - Supreme Court - Labour Department - Session dated Monday, 03/03/2014)

Principle No. (191) - Judicial Year (13-14)

Worker - Dismissal - Force Majeure - Birth - Leave.

The Respondent Company dismissed the Appellant without any consideration for the force majeure and exceptional circumstances that prevented her attendance, despite the fact that the Appellant submitted evidence justifying her absence. However, the company refused to reinstate the Appellant, which is deemed a violation of the law.

(Challenge No. 453/2013 - Supreme Court - Labour Department - Session dated Monday, 21/04/2014)

Principle No. (193) - Judicial Year (13-14)

Arbitrary Dismissal - Notice - Failure to Provide Justifications - Effects - The Right to Compensation

It is established in the ruling of this court that unilateral termination of an indefinite-term employment contract is subject to two conditions: prior notice of termination on the one hand, and providing a valid justification on the other hand. Whereas the Appellant failed to provide any substantive reasons justifying the termination, the worker is then entitled to compensation.

Challenge No. 401/2015 - Supreme Court - Labour Department - Session dated Monday, 28/12/2015

Principle No. (183) - Judicial Year (15-16)

Fault Justifying Dismissal

Whereas Article (40) of the Labour Law promulgated by Royal Decree No. 35/2003 provided for a general ground for termination of an employment contract, which is the gross error of the worker. The Article stipulated (8) cases, as an example, for such errors. If a gross error is established, the employer may dismiss the worker. In this case, the judge shall have no discretionary authority to determine/ assess whether the error was severe enough to justify dismissal, as the judge is required to adhere to the provisions mandated by the legislature.

However, if the dismissal is based on grounds outside the scope of the aforementioned (8) cases, the judge shall have the discretionary authority to determine/ assess the severity of the error, and whether it warrants dismissal. Given that the employer dismissed the worker for administrative violations not listed in Article (40), the employer deemed such violations sufficient to terminate the employment contract.

Challenge No. 586/2015 - Supreme Court - Labour Department – Session dated Monday, 15/02/2016

Principle No. (188) - Judicial Year (15-16)

Justifications for the Worker's Dismissal – Absence - Conditions.

Article (40/4) of the Labour Law stipulates that absence justifying dismissal is the unexcused absence for more than ten intermittent days or seven consecutive days within one year. Whereas the Appellant was absent without excuse for over seven consecutive days, the Respondent had the right to dismiss her from work without prior notice and without end-of-service benefits. Accordingly, the Appellant's dismissal was based on justifiable grounds, which is absence for seven consecutive days without an excuse.

Challenge No. 196/2015 - Supreme Court - Labour Department - Session dated Monday, 29/02/2016

Principle No. (189) - Judicial Year (15-16)

Dismissal (Arbitrariness - Justification - Compensation - Employment - Legitimacy of the Dismissal Decision - Conditions - Existence of Sufficient and Valid Justification - Violation is deemed Arbitrariness).

If the judgment rejects the claim for compensation for dismissal, deeming the termination non-arbitrary due to the contract clause allowing termination, noting that such clause was a mere restatement

of Article (37) of the Labour Law, and due to the existence of a prior notice.

For dismissal, the existence of a legitimate justification for the dismissal is a requirement, the absence of which renders the dismissal invalid, which in turn faults the judgment for violation and misapplication of the law, which necessitates its annulment in this regard.

The employer's right to terminate a worker's employment contract is contingent upon the existence of sufficient and justifiable grounds for the dismissal; otherwise, it shall be deemed an arbitrary dismissal, requiring compensation.

Challenge No. 791/2016 - Labour Department - Session dated Monday, 22/01/2018

Principle No. (275) - Judicial Year (17-18)

Dismissal (Misdemeanor - Justification - Employment - Right to Punish Workers by Dismissal - Justified - Committing a Crime in the Workplace and During Working Hours for which the Worker has been Convicted by a Final Judgment)

If the worker was convicted by a final judgment of a misdemeanor committed in the workplace during working hours, such a case constitutes a basis for the employer’s entitlement to dismiss the worker, as granted and allowed by the legislature, and such an act was established by the conviction of the worker by a final judgment.

The employer's right to impose the penalty of dismissal on a worker who has committed a crime in the workplace and during working hours, for which the worker has been convicted by a final judgment.

Challenge No. 11/2017 - Labour Department, Session dated Monday, 22/01/2018

Principle No. (277) - Judicial Year (17-18)

Dismissal (Arbitrariness - Economic Circumstances)

In establishing arbitrariness, the first instance judgment relied upon the employer's failure to provide sufficient justification based on economic circumstances. Accordingly, in the contested ruling, reliance on the first instance judgment, the contested ruling shall be deemed invalid, which requires the court to annul the contested ruling.

Challenge No. 873/2016 - Labour Department, Session dated Monday, 22/01/2018

Principle No. (281) - Judicial Year (17-18)

Dismissal (Worker - Arbitrariness - Union Activity - Penal Judgment)

Assessing whether a termination was arbitrary, determining compensation for dismissal, and evaluating witness testimony are all substantive matters that are subject to the discretionary authority of the trial court.

(Challenge No. 928/2017 - Session dated 05/11/2018)
Principle No. (5) - Judicial Year (19)

Dismissal (Worker - Illness - Conditions)

The employer may terminate the worker's employment contract due to the worker's illness, provided that the illness necessitates absence from work for a continuous or intermittent period of no less than ten weeks within one year. The employer in this case has full discretion to terminate the employment contract, as dictated by business interests, provided the conditions stipulated in the aforementioned Article are met. This does not preclude the employer from retaining the services of the worker during his illness beyond the prescribed period. However, such retention does not grant the worker any legal rights beyond those expressly provided by law, as such act is deemed an act of goodwill and maintaining a positive relationship with the worker.

(Challenge No. 797/2018 - Session dated 26/6/2019)

Principle No. (60) - Judicial Year (19)

Arbitrary Dismissal (Compensation - Assessment - Calculation)

Determining the validity of grounds for dismissing the worker is a substantive matter that is subject to the discretionary authority of the trial court, provided the court based its judgment on justifiable grounds. Also, assessing the compensation for arbitrary dismissal is subject to the discretionary authority of the trial court, as long as it derives its conclusion from justifiable grounds.

The concept of compensation for arbitrary dismissal refers to monetary compensation, which encompasses all damages incurred. In calculating such compensation, the court shall consider the worker's actual financial losses, lost profits, the worker's duration of service and salary, and the worker's prospects of securing new employment. Compensation in this case shall be comprehensive of all damages. Compensation for moral damages refers to compensation for damages to a person's honor, reputation, and other non-material aspects.

(Challenge No. 109/2018 - Session dated 16/01/2018)

Principle No. (33) - Judicial Year (19)

Dismissal of a Worker (Economic Circumstances - Conditions)

Determining the validity of grounds for dismissing the worker is a substantive matter that is subject to the discretionary authority of the trial court, provided the court based its judgment on justifiable grounds. However, ordinary economic circumstances that do not push the company to the brink of collapse, or mere downsizing of operations, do not constitute sufficient justification for the company to dismiss its workers and evade its obligations toward them.

(Challenge No. 354/2018 - Session dated 16/01/2018)

Principle No. (34) - Judicial Year (19)

Arbitrary Dismissal (Compensation - Inclusion)

Compensation for arbitrary dismissal encompasses all damages suffered by the worker as a result of the dismissal. It is impermissible to combine compensation for arbitrary dismissal with compensation for any other damages resulting from the arbitrary dismissal.

(Challenge No. 79/2019 - Session dated Monday, 30/12/2019)

Principle No. (23) - Judicial Year (20)

Dismissal of a Worker (Authority - Trial Court – Fault - Liability)

While the assessment of valid grounds for the dismissal of the worker is subject to the discretionary authority of the trial judge, such assessment shall be based on justifiable grounds. Also, deducing the existence of a fault that entails liability is subject to the discretionary authority of the trial court, provided that the court's conclusions in this regard are based on justifiable grounds supported by the case documents.

(Challenge No. 808/2018 - Session dated Monday, 28/10/2019)

Principle No. (9) - Judicial Year (20)

Labour Law - Provisions - Mandatory Nature – Effects – Agreement in Violation Thereof are not Permissible

In disputes between a worker and employer, the applicable law shall be the Labour Law, which is of a mandatory and binding nature. In case of conflict with any other law, the Labour Law provisions shall prevail, as mandatory and binding provisions pertain to public order, and therefore, it is impermissible to violate them, which led some to characterize Labour Law not as a contractually derived relationship, but rather a relationship arising from mandatory and governing provisions.

Challenge No. 461/2015 - Supreme Court - Labour Department - Session dated Monday, 18/01/2016

Principle No.: (187) - Judicial Year (15-16)

Law (Labour - Public Order) - Penalty (Term - Dismissal)

The provisions of the Labour Law are mandatory and pertain to public order. Accordingly, it is impermissible to violate or contractually waive such provisions.

The employer imposed a disciplinary action more than eighty days after the violation was established, rendering such a penalty void. Accordingly, the dismissal is invalid, and the compensation requested in this regard is deemed valid and justifiable. Whereas the contested judgment was issued contrary to the aforementioned principle, it is then rendered marred by violation and misapplication of the law, which necessitates its annulment.

Challenge No. 210/2017 - Labour Department - Session dated Monday, 22/01/2018

Principle No. (280) - Judicial Year (17-18)

Law (Definition - Decisions of the Minister of Manpower in his capacity as Chairman of the Board of Directors of the Public Authority for Social Insurance, and the Board's decisions are deemed law)

Whereas Article (3) of the Law on Interpretations and General Provisions No. (3/73) stipulates that the term law refers to, in addition to royal decrees and resolutions of a legislative nature, regulations and legislative decisions issued pursuant to any law.

Decisions issued by the Minister of Manpower in his capacity as Chairman of the Board of Directors of the Public Authority for Social Insurance and the Board's decisions pursuant to the provisions of the aforementioned Social Insurance Law constitute binding legislation.

Challenge No. 896/2017 - Labour Department - Session dated Monday, 25/06/2018

Principle No. (301) - Judicial Year (17-18)

Labour Law (Scope of Application - Domestic Workers)

The provisions of the Labour Law do not apply to domestic workers employed in households or similar settings, such as drivers, nannies, and cooks, and the like, in accordance with Article (2) of the Labour Law, including nannies. Their rights lapse after five years.

(Challenge No. 362/2018 - Session dated 13/03/2019)

Principle No. (48) - Judicial Year (19)

Regulation (Cooperation Council - Obligation – Judgment)

The company's internal regulations stipulate an end-of-service benefit of thirty thousand US dollars for workers who are nationals of the GCC States. Accordingly, the Court of First Instance should have considered this end-of-service benefit stipulated upon termination of service as compensation.

Challenge No. 277/2017 - Labour Department - Session dated Monday, 19/03/2018

Principle No. (290) - Judicial Year (17-18)

Practicing lawyer - Applicable Law - Labour Law

Whereas it was established by the judgment of this court that the Labour Law's provisions apply to the practicing lawyer, as in this case, the lawyer shall be deemed a worker, same as workers hired under training, through the existence of the element of subordination, as the practicing lawyer is subject to, follows the instructions and directives of the law firm's owner, as well as requires permission for leave,

attends in courts or drafts memorandums based on the law firm owner's instructions.

Challenge No. 507/2015 - Supreme Court - Labour Department - Session dated Monday, 23/05/2016

Principle No. (192) - Judicial Year (15-16)

Court (Witnesses - Statements)

The court is not required to state all witness testimonies, and stating statements upon which the court based its judgment is sufficient.

Whereas the labor dispute concerns the arbitrary dismissal of the worker and its invalidity. The fact that the subject worker was not dismissed for his union activity does not definitively and certainly indicate that his dismissal was not arbitrary.

The contested judgment's failure to address the penal court's ruling while independently examining dismissal grounds and concluding that there are no justifiable grounds for the dismissal renders the challenge unfounded.

Challenge No. 928/2017 - Session dated 05/11/2018

Principle No. (5) - Judicial Year (19)

Offer - Acknowledgment - Liability

The employer offered the Appellant a treatment allowance, indicating the employer's acceptance to bear the Appellant's treatment costs, which in turn indicates the employer's acknowledgment of its contractual responsibility toward the worker (Appellant). Accordingly, the Court of First Instance erred in dismissing the Appellant's claim, as did the Court of Appeal in confirming the first instance judgment.

(Challenge No. 233/2013 - Supreme Court - Labour Department - Session dated Monday, 10/02/2014)

Principle No. (185) - Judicial Year (13-14)

Medical Liability - Proof - Compensation

The obstetrician was required to instruct the nursing staff to closely monitor the newborn's health condition, rather than leaving her unattended and permitting bathing without the nursing staff's authorization. The court concluded that the injuries did not result from the mother's infrequent prenatal clinic visits, or her extremely delayed hospital arrival for delivery, but rather from the failure to implement adequate measures to prevent any risk or harm to the newborn, particularly the cerebral hemorrhage, as confirmed by the letter of the Undersecretary of the Ministry of Health.

(Challenge No. 997/2013, Supreme Court - Civil Department (C), Session dated Monday, 27/01/2014)

Principle No.: (116) - Judicial Year (13-14)

Liability - Joint – Presumption

The judgment erred in stating that liability is joint, as such joint liability was presumed, which is a matter that may not be presumed. Furthermore, the court failed to discuss the expert report.

Challenge No. 1105/2014, Supreme Court - Civil Department (A), Session dated Tuesday, 24/03/2015

Principle No.: (28) - Judicial Year (15-16)

Liability (Employer)

The case documents establish that the Second Respondent is subordinate to and employed by the Appellant, which establishes the employer's liability for compensation for the actions of its subordinates carried out in the course of the performance of their duties.

Challenge No. 630/2015, Session dated Monday, 09/11/2015

Principle No. (41) - Judicial Year (15-16)

Liability (Tort - Pillars) - Liability (Employer - Subordinate) - Compensation (Assessment)

Tort liability is founded on three pillars, the first pillar, in accordance with the Omani Civil Transactions Law, is that (Any fault causing harm to another requires its perpetrator to compensate). The second pillar is the harm or damage; as for liability to be established, it is insufficient for a fault to occur; the fault must cause damage to others, and the affected party is required to provide proof of the damage. The third pillar is the causality, as causality is the direct link between the fault and the damage. Causality is achieved by the existence of a direct relation between the fault and the damage, and is deemed an independent element separate from fault itself.

The vehicle owner is entitled to compensation for his vehicle, which establishes the principle of the employer's liability for its subordinate's negligence. The Civil Transactions Law stipulates that the employer is liable for damages caused by its subordinate's unlawful acts if committed during or due to the performance of his duties.

The relationship between the worker and his employer is based on actual supervisory authority and subordination arising from the employment contract. Whereas the fault occurred during the worker's performance of his duties in the workshop, which caused damage to the vehicle owner, liability is then established against the workshop owner towards the vehicle owner. It goes without saying that the workshop owner's oversight of the workers and the vehicles left in his possession is an established liability, and the workshop owner is at fault in this regard.

Compensation is measured by direct damages, i.e., the actual loss suffered by the affected party. Whereas the worker's action damaged the vehicle owned by the Respondent, the actual value of such vehicle, determined by the expert, constitutes the loss amount. Any additional amount beyond this valuation must be excluded from the compensation awarded.

Challenge No. 962/2015, Session dated Monday, 21/12/2015
Principle No.: (42) - Judicial Year (15 - 16)

Liability (Payment) - Insurance (Loss - Sinking)

The insurance company's argument that the insurance does not cover sinking is invalid, as the sinking was an inevitable consequence of the loss of the insured vehicle.

Loss is covered by insurance regardless of the circumstances, and the vehicle was traveling on land, not at sea. However, the vehicle veered off and entered the water due to the accident's force, ultimately sinking.

Challenge No. 798/2015, Session dated Monday, 21/12/2015

Principle No. (45) - Judicial Year (15-16)

Liability (Excavations - Damage - Compensation - Expert)

The Respondent's land was damaged due to the company's excavation activities and exploitation, which entailed incurring direct damages to third-party property, as such damages were a result of the company's fault, which established tort liability mandating compensation.

The tortious liability is binding on the company, and the amount due for the restoration of the land is based on the expert's report. The trial court has the discretionary authority to accept or reject the expert's findings, provided the proper procedures for the appointment of the expert were followed.

Challenge No. 911/2015, Supreme Court - Civil Department, Session dated Monday, 23/11/2015

Principle No.: (107) - Judicial Year (15-16)

Civil Liability (Supervisor - Conditions - Denial - Pillars) - Damage (Compensation - Exemption)

Civil liability is established against the school if it is established that there was negligence in care and supervision by a school staff when the damage occurred, or due to a defect in one of the school's components, such as the playground equipment.

Liability may also be negated only if it was established that the school staff exercised all necessary supervision. The burden of proving fault, oversight, or negligence lies with the claimant under general legal principles, as liability may not be presumed but established and evidenced.

The damage caused by the push Shahd was subjected to by a classmate cannot absolve the school of liability, as the students are under its supervision and responsibility from the moment they are received by their guardians until they leave school. Minors are not personally liable for their actions while at school.

Whereas the elements of tort liability are met, the school is required to compensate the Appellant's daughter for damages sustained.

Challenge No. 377/2015, Supreme Court - Civil Department, Session dated Monday, 21/12/2015

Principle No. (108) - Judicial Year (15-16)

Liability (Fault - Unintentional) - Moral Damage (Compensation)

Even if the fault was unintentional, it caused severe suffering to the Respondent heirs. The court exercised its discretionary authority to assess compensation, considering the embarrassment and moral harm inflicted upon the Respondent heirs.

Challenges Nos. 782 and 819/2015, Supreme Court - Civil Department, Session dated Monday, 21/12/2015

Principle No. (112) - Judicial Year (15-16)

Liability (Contribution - Injured - Defense)

The establishment of the injured party's contribution to the fault that caused the damage indicates that the judge may reduce the guarantee amount or deny it entirely. The liable party's argument that the injured

party's actions contributed to or increased the damage is deemed a substantive defense, and the trial court is required to examine it.

Challenge No. 53/2017 - Civil Department, Session dated Monday, 26/02/2018

Principle No. (77) - Judicial Year (17-18)

Liability (Pillars – Damage - Proof)

It is established in law and this Court's rulings that in tort-based compensation claims, the injured party need only establish that the damage occurred due to the Defendant's act, accordingly presuming fault on the part of the Defendant, although Islamic jurisprudence basis such liability on the principle "The direct actor is liable, even without intent or transgression".

Challenge No. 1636/2016 - Supreme Court - Civil Department - Session dated Sunday, 19/03/2017

Principle No.: (93) - Judicial Year (17-18)

Liability (Act of a Third Party - Employer – Employee/ Subordinate)

The principle of liability for acts of others arises when the damage caused by the subordinate is established, and when such damage occurs in the course of the subordinate's performance of his duties or while carrying out a task assigned by the employer, where the subordinate is working for, operating under the supervision, instructions and directives of the employer. Liability shall be established whether the damages resulted intentionally or through gross negligence, and either way the employer shall be required to compensate the injured party.

Challenge No. 1135/2016 - Civil Department - Session dated Monday, 29/05/2017

Principle No.: (147) - Judicial Year (17-18)

Liability (Principal - Agent – Fault)

Article (196) of the Civil Transactions Law stipulates that the court may charge an employer with compensating the affected party for the act of a third party if the party liable for damages is subject to the supervision and directives of the employer. Also, where such a subordinate (employee) committed such a fault during the course of performing his duties.

An agent's fault does not absolve the principal, as the owner of the product to be promoted, which is the basis for the customer's choice. Regardless of the agent supervising the distribution process, the principal shall be liable to the customer for errors and violations committed in the process of obtaining the product being promoted, in accordance with the product owner's terms. In terms of the fault, the agent's subordination to the principal may not be used against the customer, without the product owner forfeiting his right to hold the agent accountable within the scope of the agreement concluded between them.

Challenge No. 801/2015 – Civil Department – Session dated Monday, 26/02/2018

Principle No. (156) - Judicial Year (17-18)

Liability (Work-Related Injuries - Compensation - Employer)

The basis for awarding compensation for a work-related injury is proof of the employer's fault, the occurrence of actual harm to the worker, and the existence of causality between the fault and the harm/ damage. Determination and assessment of compensation are deemed substantive matters that are subject to the discretionary authority of the trial court. The court shall verify the existence of the factors of liability, and such factors shall be listed in the judgment.

(Challenge No. 734/2017 - Session dated 16/01/2019)

Principle No. (25) - Judicial Year (19)

Contractual Liability (Pillars)

The pillars of liability in an employment contract are fault, damage, and causality between the fault and damage. Establishing fault on the part of the debtor alone is insufficient, as such fault must result in actual damage to the creditor. The creditor is required to establish the damage, quantify it, and demonstrate its components through all legally available means of proof, all of which are subject to the discretionary authority of the trial court.

(Challenge No. 778/2018 - Session dated 06/02/2019)

Principle No. (37) - Judicial Year (19)

End of Service Benefit- Calculation

The calculation of end-of-service benefit shall be based on basic wage rather than gross wage, as established in Article (39) of the Labour Law.

Challenge No. 235/2012 - Supreme Court - Labour Department - Session dated Monday, 20/01/2013

Principle No. (184) - Judicial Year (13-14)

End of Service Benefit - Omani Law

The judgment awarding end-of-service benefit to the Omani Appellant is in violation of the law and invalid, which necessitates its annulment.

(Challenge No. 275/2013 - Supreme Court - Labour Department - Session dated Monday, 10/02/2014)

Principle No. (186) - Judicial Year (13-14)

Insurance - End of Service - Compensation

Where his insurance contributions exceeded one year, however, he didn't meet the pension eligibility conditions under Articles (21 and 22) for pension eligibility, and no evidence of continued monthly contributions from any entity has been provided. Accordingly, he is entitled to an end of service benefit without waiting until age sixty, disability or death, and no provision in the law implies such an opinion, even remotely, and legal texts should not be interpreted beyond their reasonable meaning. Article (64) and ministerial decisions merely regulate payment procedures and their timing of end of end-of-service benefit and pensions.

(Challenge No. 27/2014 - Supreme Court - Labour Department – Session dated Monday, 17/02/2014)

Principle No. (189) - Judicial Year (13-14)

End of Service Benefit (Conditions)

An Omani worker registered with the Social Insurance Authority is not entitled to an end-of-service benefit under Article (39) of the Labour Law.

Challenge No. 92/2014 - Labour Department – Session dated Tuesday, 01/12/2014

Principle No. (176) - Judicial Year (15-16)

Bonus (Entitlement - Conditions - Case - Opponents' Requests - The Trial Court’s Obligations to Examine and Investigate Such Requests)

Examining whether the Appellant is entitled to the annual bonus in accordance with the terms and conditions of entitlement, examining whether the Appellant is entitled to a shift bonus in accordance with the conditions of entitlement, and establishing whether the Respondent had undertaken the obligation to grant the worker a housing loan,

indicates that the trial court should have examined all the Appellant's requests, pursuing all avenues to ascertain the truth, especially as the Appellant had requested the appointment of a specialized expert to prove the claim. The Court of First Instance failed to examine and respond to the Appellant's requests, and the court issuing the contested judgment confirmed the first instance judgment, which ruled to the dismissal of the case. Accordingly, the contested judgment is rendered marred by deficient reasoning and violation of the right of defense. Accordingly, the Appellant's objection is valid, which requires the annulment of the contested judgment.

Challenge No. 411/2017 - Labour Department - Session dated Monday 09/04/2018

Principle No. (297) - Judicial Year (17-18)

Benefits (End of Service - Conditions)

The provisions of Article (24) of the Social Insurance Law require two conditions for entitlement to an End of Service Benefit, which are: the insured does not meet pension eligibility requirements and at least one full year of insurance contributions has been made. End of service also includes resignation, especially as the Social Insurance Law does not provide a definition that specifies the intended meaning of end of service. Accordingly, and given that the law's wording is absolute, it shall be interpreted in a broad and unrestricted manner, a principle consistently upheld by the Supreme Court's jurisprudence.

Challenge No. 1352/2019 (C) Session dated Monday, 18/11/2019

Principle No. (8) - Judicial Year (20)

"Quorum"

The threshold for appealing final judgments under one thousand riyals is determined by the value of the original claim, not by subsidiary claims.

Challenge No. 121/2014, Rent Circuit – Session dated Wednesday, 03/12/2014

Principle No. (155) - Judicial Year (15-16)

Labour Union (Representation)

Upon registration, a trade union acquires independent legal personality and has the right to practice the following: - (… represent its members and defend their interests before judicial authorities.)

(Challenge No. 814/2018 – Session dated 26/06/2019)

Principle No. (58) - Judicial Year (19)

Worker - Felony or Misdemeanor - Precautionary Suspension – Duration

If an employer exercises their right to place a worker under precautionary suspension due to the commission of a workplace felony or misdemeanor, the employer is required to first notify the competent authority of the alleged offenses. The suspension period begins from the notice date and in all cases shall not exceed three months from such notice.

(Challenge No. 130/2013 - Supreme Court - Labour Department – Session dated Monday, 18/11/2013)

Principle No. (180) - Judicial Year (13-14)

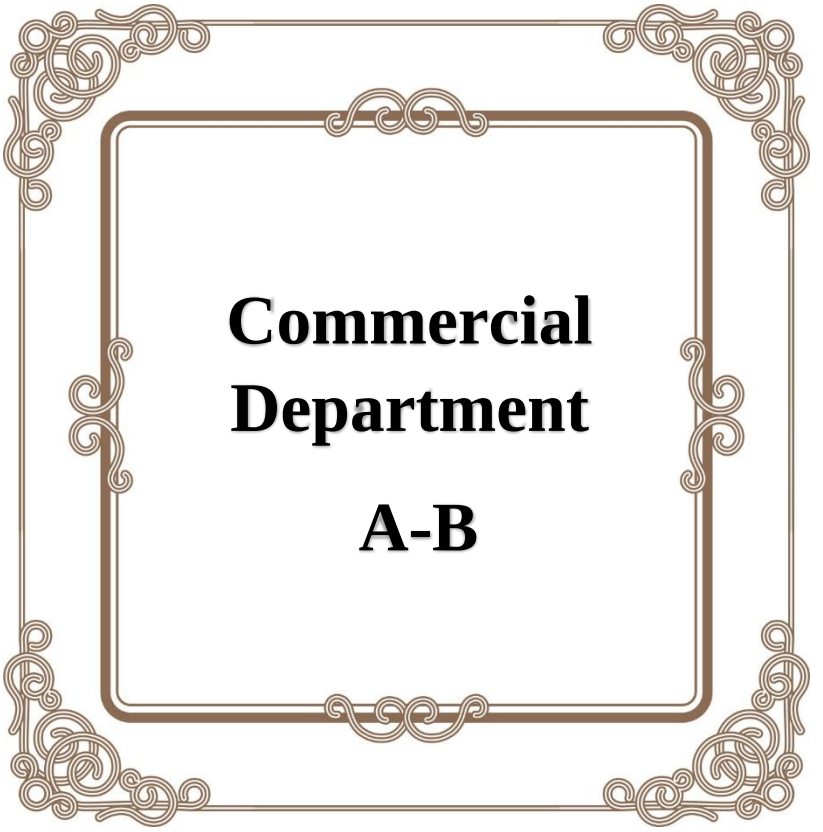
Worker Abscondment - Proof Procedures - Failure to Comply - Non-Acceptance of the Report

The first paragraph of item (First) of the Ministerial Decision 95/2001 regulating expatriate worker abscondment reports requires “initial publication in a local daily newspaper with the worker's photograph,” provided that such action is taken after seven days from the worker’s absence from workplace without sponsor's permission and knowledge

and while being in an unknown location. An absconding worker in the context of this text is the worker who is absent from workplace without his sponsor's permission and knowledge, and being/ residing in an unknown location. Upon the lapse of seven days from the aforementioned actions, the sponsor may publish the notice in a newspaper to announce the abscondment of the worker, and issue an official abscondment report.

Challenge No. 516/2014 - Supreme Court - Labour Department – Session dated Monday, 09/11/2015

Principle No. (178) - Judicial Year (15-16)


Commercial
Department
A-B

Liability - Air Carrier

The air carrier is required to verify that passengers possess the required entry or exit documents for the destination country. Failure to do so, renders the air carrier liable for compensation.

Under Omani law, any air carrier operating in the Sultanate is required to ensure passengers and cargo comply with all entry or exit documentation requirements. An air carrier is defined as any entity, natural or legal person, operating air routes to transport passengers, mail, cargo, or any combination thereof.

Challenge No. 195/2015, Supreme Court - Commercial Department (B), Session dated Wednesday, 13/01/2016

Principle No. (144) - Judicial Year (15-16)

Liability (Employer - Conditions - Basis)

The principal shall be liable for damages caused by its subordinate's unlawful act if it occurs during or due to the performance of his duties. The relationship of subordination exists even if the employer had no freedom in selecting the subordinate, provided that such subordinate (employee) is subject to the employer's actual supervision and direction. This law based such liability on the presumption of fault against the employer, arising from the employer's poor selection of the subordinate, and failure to adequately supervise and direct the subordinate. However, this Article did not intend for the liability to be limited to cases where the subordinate's fault occurred exclusively during the performance of his duties, the duties were the direct cause of the fault, or the duties were essential for the fault's occurrence. The liability is also achieved if the act was committed during the employee's performance of his duties, the subordinate exploited his position to facilitate the unlawful act, or the role created an opportunity for the act, regardless of whether such act benefitted the employer or served personal motives, and whether it was directly job-related, or committed with or without the employer's knowledge.

As long as it is established that the unlawful act was committed by the subordinate, after the employer provided the employee with blank cheques drawn on its account, which contained the amount and signature of the establishment's owner without specifying the payee's name, thereby authorized and facilitated the use of both cheques (the value of each is OMR 5,000). The Appellant was then delivered both cheques as collateral for a loan of OMR 10,000. Accordingly, the Respondent's liability as the employer for its subordinate's actions is valid.

Challenge No. 105/2016 - Commercial Department – Session dated Tuesday, 03/01/2017

Principle No.: (175) - Judicial Year (17-18)

Liability (Carrier - Conditions)

The liability of an international carrier and its effect, such as compensation, are subject to the Omani Commercial Law.

The Appellant shall be held liable for the damages, unless it establishes otherwise through either the establishment of force majeure, inherent defect in the goods, sender's fault, or the consignee's fault, in accordance with Article (175) of the Commercial Law.

Failure to file a protest within the specified timeframe, whether after receipt of the goods or a delay in receipt, does not extinguish the claim against the carrier. Rather, it results in its inadmissibility, unless the consignee establishes fraud on the part of the carrier or its agents to prevent meeting deadlines or conceal the true nature of the damage to the goods.

Challenge No. 159/2017 - Commercial Department – Session dated Tuesday, 20/02/2018

Principle No. (235) - Judicial Year (17-18)

Electronic Message (Effect – Proof) – Law (Application of Article 7 of the Electronic Transactions Law)

The electronic message shall have legal effect and shall be deemed true and enforceable like the written document. Accordingly, the content of such message shall be taken into consideration so long as the respondent has neither denied it nor contested the statement of challenge thereof, in accordance with Article 7 of the Electronic Transactions Law.

Challenges Nos. 1323/2019, Session dated Tuesday, 20/10/2020

Transitory Action (Conditions)

A transitory action is intended to be contingent upon the reasons and grounds for the initiation thereof, and it ceases to exist upon the cessation of those reasons and grounds. Thus, the element of "interim" is a description, not a condition. Any interpretation to the contrary is an error.

Challenge No. 492/2020, Session dated Tuesday, 22/08/2021

Disability (Total - Definition)

Permanent total disability refers to the insured's complete and permanent inability to engage in their own work or in any gainful employment for remuneration.

Challenge No. 352/2019, (B) Session dated Tuesday, 12/11/2019

Supreme Court (Judgment – Rectification)

The Supreme Court may rectify the reasoning of a challenged judgment by providing new legal grounds without setting it aside,

where the judgment is correct in its outcome but is marred by deficiencies in the legal reasoning thereof.

Challenge No. 1144/2018, (B) Session dated Tuesday, 24/12/2019

Decisive Oath (Administration – Conditions – Evidentiary Weight)

The decisive oath is the right of the litigant, not the judge. A litigant may take it at any stage of the proceedings, and the judge shall accept the request to take the oath if the conditions for doing so are met. For example, the oath shall pertain to the subject matter of the legal action, be relevant to the resolution thereof, and shall not contradict any rule of public order. The judge may, however, refuse the oath if it is irrelevant or if there is evidence of abuse in its administration by the requesting party.

The evidentiary weight of a decisive oath shall be limited strictly to the incident upon which it is administered. If the oath relates to only part of the dispute or to a preliminary issue and does not resolve the entire dispute, the remainder of the dispute shall still be adjudicated based on the other available evidence and circumstantial indicators presented in the legal action. However, the binding evidentiary weight of the oath shall be upheld such that the parties may not re-litigate the matter that was the subject of the oath and was thereby conclusively resolved.

Challenge No. 265/2019, (A) Session dated Tuesday, 07/04/2020

Trial Court (Jurisdiction to Weigh Proofs)

Understanding facts in a legal action, the assessment of contracts, instruments, and documents, the weighing of some against others, and the preference for what the court deems convincing, are all discretionary matters within the exclusive jurisdiction of the trial

court, with no supervision of the Supreme Court, provided that the trial court's judgment is based on sound and reasonable grounds.

Contract (binding Agreement between the Parties – Condition)

A contract is a legal binding agreement between the contracting parties and shall take place of the law, as long as it has been validly concluded and is binding on both parties. Accordingly, any violation thereof shall be considered a contractual fault.

Lease Contract (Receipt of the Benefit – Termination)

Pursuant to Article 523 of the Civil Transactions Law, the rent shall be due upon the receipt of the benefit or the ability to receive the same, once the tenant has been enabled to do so, even if the benefit was not actually received. However, if it becomes impossible to receive the benefit of the lease contract due to a prohibition imposed by the competent authorities, the tenant shall have the right to terminate the contract, for the realization of the two cases stipulated under Articles 550 and 551 of the Civil Transactions Law.

Lease Contract (Purpose of Lease) – Trial Court (Authority to Determine Purpose of Lease)

In a lease contract, if the purpose of the lease is not explicitly specified in the contract, the court may infer such purpose from the mutual intent of the parties as reflected in the provisions of the signed contract therebetween.

Challenges Nos. 589 and 699/2020, Session dated Tuesday, 09/11/2021

Expert Fees (Assessment – Litigation against the Court)

A grievance against the trial judge's decision regarding the determination of fees owed to an expert for services rendered in a specific legal action shall not permit the filing of a legal action directly against the court while considering it a principal party to the dispute. The law does not allow such a course of action. Although the legislator has granted the expert the right to object if dissatisfied with the fees determined, it has also prescribed a specific legal procedure for such objections. The appellant was obligated to follow that designated procedural path. By pursuing the legal action in this manner, the appellant thereby deviated from the legal procedural path, since under no circumstances can the court be made a party to such proceedings.

Challenge No. 1054/2020, Session dated 09/11/2021

Agreement (Finality of First Instance Judgment) – Judgment (Waiver of Appeal)

Article 211 of the Civil and Commercial Procedures Law provides for an exception to the general rule regarding the right to litigation and its prescribed stages, as determined by the legislator—namely, initiating a case at first instance, appealing the judgment before the court of appeal, and subsequently challenging it before the Supreme Court. This right of appeal, which the legislator has granted to litigants, is a personal right entirely at their discretion. A litigant may choose to accept the judgment of the court of first instance without pursuing an appeal, if they deem doing so to be in their best interest. The law does not impose a mandatory obligation on any party to appeal a first-instance judgment. Accordingly, no party may be rendered marred by choosing what serves their interest. The effect of such an agreement is that the judgment rendered by the court of first instance becomes final and binding upon both parties, and neither is

required to contest against it before a higher court. This agreement is not in violation of the law; rather, it is protected by it.

Challenge No. 285/2021, Session dated Tuesday, 14/06/2022

Agreement (Penalty – Cheques)

The contract is a legally binding agreement between the parties. As long as the contract stipulates that the debtor shall bear a penalty for dishonored cheques, the debtor is bound by that obligation.

Mortgage (Debt - Failure to Repay - Sale of Mortgaged Property)

A mortgage shall serve as collateral for repayment and may only be activated in the event of failure to repay the adjudged amount. Financing companies shall have the right to take all available legal procedures to protect their rights. Therefore, there is no legal barrier preventing the creditor from being authorized to sell the mortgaged vehicle for their benefit in case of failure to repay.

Challenge No. 550/2020, Session dated 20/10/2021

Proof (Rules)

There are some rules upon which the process of proof is based, including "the absence of liability is presumed," "The creditor bears the burden of proving the debt, while the debtor may deny it," "certainty is not overturned by doubt," "continuity of the status quo," "incidental matters hold no legal weight unless proven," "once verified, a fact remains legally binding unless rebutted," "apparent conditions serve as defense, not entitlement," "the burden of proof rests on the claimant, while the taking of an oath is upon him who denies," and " evidence overrides presumptions, whereas an oath preserves the default legal state."

Challenge No. 1066/2020, Session dated Tuesday, 01/06/2020

Procedures (Service of Notice – Invalidity) – Litigation (Establishment – Invalidity of Service of Process) – Service of Notice (Invalidity – Effect) – Judgment of Appeal (Invalidity)

The failure to adhere to the legal procedures prescribed under Articles 9, 10, 11, and 13 of the Civil and Commercial Procedures Law violates the fundamental principle of confrontation, rendering the judgment null and void pursuant to Article 20 of the same Law, which mandates the invalidity for non-compliance with statutory timelines and procedural requirements. Consequently, the court of appeal was obligated to declare the appealed judgment invalid for being based on void proceedings.

Challenge No. 237/2020, Session dated Tuesday, 09/03/2021

Rent (Use & Enjoyment – Entitlement)

As per the principles of the law and judicial rulings, rent shall be due in consideration of the use and enjoyment of the leased premises. Where such enjoyment is impossible to obtain or possession of the leased premises is lost, no rent shall accrue. It is established that the appellee was fully aware that the materials were in the possession of the project-owning company, and that the appellant was forcibly evicted from the site, without having received any of its entitlements, nor were the equipment handed over to the appellant. Accordingly, the appellant's claim, as indicated in the first-instance judgment, is inconsistent with both the law and the terms of the contract.

Litigation (Adjudication)

The legal rule provides that there can be no adjudication absent litigation, and no litigation absent a properly instituted legal action. Accordingly, the contested judgment was issued in violation of established legal principles and is therefore subject to annulment.

Evidence (Court – Reliance – Inductive Analysis)

A court may not base its judgment on evidence that is either legally inadmissible or inherently unreliable as a matter of substantive law, such that it cannot serve as a valid premise for judicial substantiation. Consequently, such evidence shall be disregarded in the court's inductive analysis. If the court nevertheless relies on such evidence in its reasoning, the judgment shall be marred by flaws in substantiation.

Challenge No. 1210/2020, Session dated Tuesday, 25/05/2020

International Jurisdiction (Private Documents)

Article 23 of the Civil Transactions Law provides that the rules of pleadings—whether pertaining to jurisdiction or litigation procedures—shall be governed by the law of the State where the legal action is filed or the proceedings are conducted. The rationale for this rule is that the administration of justice is a sovereign function exercised by the State in accordance with its own rules of pleadings. These rules of pleadings are considered matters of public law essential to the judicial function, akin to the rules governing other state functions, even when their purpose is to protect private rights. As such, they constitute territorial rules applicable to all disputes, whether purely domestic or involving foreign element(s). Consequently, courts may not decline jurisdiction except in cases expressly stipulated by law.

Article 30 of the Civil and Commercial Procedures Law stipulates that Omani courts shall have jurisdiction over legal actions filed against non-Omanis without domicile/residence in the Sultanate of Oman when: (1) the legal action concerns assets located in Oman; or (2) relates to obligations formed, performed, or requiring performance therein.

Accordingly, Omani courts shall have jurisdiction over disputes related to such obligations. The contested judgment dismissing a plea for lack of jurisdiction while affirming Omani jurisdiction is legally sound. Furthermore, contractual provisions contradicting this jurisdiction are invalid if they violate public order or the State's public law, thereby rendering any objections on this basis inadmissible.

Challenge No. 215/2018, Session dated Tuesday, 26/11/2019

Profits (Company – Chairman of the Board of Directors – General Assembly)

Disbursing 10% of the company's profits by the Chairman of the Board of Directors—absent a resolution from the General Assembly of the partners authorizing such disbursement—constitutes a breach of the company's Articles of Association and amounts to an unauthorized appropriation of funds to which he has no legal entitlement.

Challenge No. 507/2019, Session dated Tuesday, 05/10/2020

Appeal (Filing – Method – Representation)

It is established that the respondent filed its appeal through a method not prescribed by the law, in violation of Article 31 of the aforementioned Law. While the subsequent appointment of a legal attorney to represent the respondent during the court sessions occurred, this action neither benefits the respondent nor cures the initial legal violation previously identified.

Challenge No. 1266/2019, Session dated Tuesday, 16/03/2020

Appeal (Challenge – Admissibility)

The trial court shall reject the appeal in form if it is filed by a person without legal capacity therein, particularly when the appellant is not

a party to the appealed judgment. However, the court violated the law by ruling that the right to appeal had lapsed.

Challenge No. 1150/2019, Session dated Tuesday, 16/03/2020

Name (Legal Action – Amendment – Clerical Error)

The amendment of the defendant's name in the statement of claim by substituting one name for another shall be considered a clerical error that does not affect the validity of the statement of claim. However, in reality, this perception is inaccurate, as the error in question pertains to a substantial error in the full legal (triple) name of the plaintiff, which should have been correctly stated in the statement of claim at the time of filing the legal action, in accordance with the mandatory form under Article (64) of the Civil and Commercial Procedures Law.

Challenge No. 474/2019, Session dated Tuesday, 13/10/2020

Service of Notice (Procedures – Nullity)

It is legally established that procedural steps necessary for initiating and proceeding with a legal action shall affect the validity of the judgment; thus, if any of those steps are marred by nullity, such defect shall extend to the judgment itself. Accordingly, failure to properly investigate the correct address of the defendant or the appellee, and proceeding directly to service by publication, shall constitute a violation and misapplication of the law. This procedural defect shall result in nullity warranting cassation, in accordance with Articles 9, 10, and 11 of the Civil and Commercial Procedures Law.

Challenge No. 378/2021, Session dated Tuesday, 12/10/2021

Service (Actual Knowledge - Presumptive Knowledge – Constructive Knowledge, Methods) – Time Limits for Challenge (Commencement – Relevance) – Service of Judgments (Exception)

As per the rulings of the Supreme Court and pursuant to the provisions of Articles 9, 10, and 13 of the Civil and Commercial Procedures Law—set forth under the general provisions of the law—it is established that the general rule for the service of judicial documents by court bailiffs is that such documents shall be delivered either to the addressee in person or at their original or elected domicile, in order to ensure that they acquire actual knowledge thereof. This may be achieved by delivery directly to the addressee in person, which shall constitute actual knowledge; or by delivery at the addressee's domicile to one of the persons residing therein, such as a spouse, relative, in-law, servant, or any person who declares that they are the addressee's agent or employee, in accordance with Article 9 of the aforementioned Law, which constitutes presumptive knowledge. If none of these individuals is available, service may be made by delivery to the competent administrative authority within the jurisdiction of the addressee's domicile, provided that the bailiff also shall send a registered letter with acknowledgment of receipt to the addressee informing them of the person to whom the documents have been delivered. In such cases, service shall be deemed effective from the time the documents are delivered to the administrative authority, in accordance with Article 10. Alternatively, if the addressee has no known domicile within or outside the country, service shall be effected by delivery to the Public Prosecution, in accordance with Article 13, which constitutes constructive knowledge. However, the legislator has departed from this general rule with respect to the service of judgments

upon a defendant who failed to attend all scheduled sessions of the legal action and did not submit a written memorandum of defense. In such circumstances, Article 204 of the Civil and Commercial Procedures Law requires that the judgment be served upon the

defendant personally or at their original domicile. This requirement is stated in recognition of the legal effect of such service, that is, the commencement of the legally specified period for the initiation of an appeal/a challenge—an exception to the general rule that the appeal/challenge period begins from the date of issuance of the judgment. This exception reflects the legislator's intent to provide additional safeguards to ensure that the defendant has actual knowledge of the judgment before the period for appeal/challenge begins to run against them. Accordingly, service shall result in actual or presumptive knowledge of the defendant, while constructive knowledge alone is insufficient in this regard. This represents an express exception to the general rule stipulated under Article 11 of the Civil and Commercial Procedures Law, which allows for service via publication in a widely circulated daily newspaper when the defendant has no known domicile, rendering the service by usual methods impossible. Service in this case shall be limited to constructive knowledge. While this form of notice (e.g. constructive knowledge) is sufficient for the validity of service of other judicial documents, it is not sufficient for the service of judgments, as it fails to fulfill the purpose underlying the special exception set forth under Paragraph 4 of Article 204 of the Civil and Commercial Procedures Law. Accordingly, such service shall not trigger the commencement of the period for appeal/challenge against the judgment. Moreover, the mere fact that the judgment debtor has knowledge of the judgment from any source—other than those specified in Article 10 of the same Law—shall not, in and of itself, initiate the legal period for appeal/challenge, unless the judgment creditor or other interested party can prove that proper service of the judgment occurred and that the judgment debtor actually received the notice from the designated source, or received the registered letter in which the bailiff notified the judgment debtor of the party to whom the judgment was delivered. Only then is the purpose of the service fulfilled, namely, that the judgment debtor is made aware of the decision issued against them, in accordance with Article 21 of the Civil and Commercial

Procedures Law, and the service shall be deemed effective, thus triggering the legal period for appeal/challenge.

Challenge No. 281/2021, Session dated Tuesday, 14/06/2022

Sale (Defect – Warranty – Compensation)

If a defect existed at the time of sale and the buyer was unaware of it, and if such defects prevent the buyer from fully benefiting from and enjoying the purchased object, or reduce its value, then the seller shall be liable for the hidden defects that impair the optimal enjoyment of the purchased object. Upon discovering such hidden defects, the buyer may request contract termination, request a replacement object, or claim compensation for any damages suffered due to the seller's breach of obligations. The judge shall possess discretionary authority to grant the buyer's requested remedy.

Challenge No. 720/2018, Session dated Tuesday, 15/10/2019

Insurance (Recourse – Third Party – Legal Basis)

The legal basis for a claim of recourse by the insurance company against a third party responsible for the incident may not be based on the rules of tort liability, as such a basis is legally incorrect. Rather, the proper legal basis for the insurer's recourse against the third party liable for the damage is the contractual subrogation as stipulated under the insurance policy.

Challenge No. 1212/2020, Session dated Tuesday, 29/06/2020

Insurance (Liability – Statute of Limitation)

It is established that although the general rule, pursuant to Article 185 of the Civil Transactions Law, stipulates that a legal action for compensation arising from a harmful act shall be time-barred after

five years from the date the injured party has become aware of the harm and the person responsible for it. In all cases, it shall be subject to the statute of limitation after the lapse of fifteen years from the date when the harmful act has occurred. This general rule has been specifically qualified by Article 16(a) of the Motor Vehicle Insurance Law, which provides that legal actions arising under the application of this law shall not be heard

after the lapse of two years from the date of the incident giving rise to that legal action. An exception to this rule is made where material facts related to the insured risk were concealed or misrepresented. In such cases, the limitation period shall begin from the date the interested party has become aware of the concealed or corrected information. This shall not be affected by the fact that the injured third party does not have a direct contractual relationship with the insurer. Pursuant to Article 2 of the Motor Vehicle Insurance Law, the third party insurance contract is a contract by which the insured transfers to the insurer the burden of fulfilling any compensation that may be adjudged against them, in the event the insured risk materializes and the liability of the driver of the insured vehicle or their equivalent is established. However, the law has granted the injured third party a right of recourse against the insurer by virtue of legal action, as expressly provided under Article 13 of the same law.

Challenge No. 998/2021, Session dated 08/03/2022

Arbitration (Agreement – Inclusion – Effects) – Arbitration Agreement (Inclusion into the Award)

The text of the arbitration agreement shall be included in the arbitral award as an essential statement to verify that the arbitral award was issued within the scope of the arbitral tribunal's authority derived from the arbitration agreement. This shall be done with due diligence in the interest of the parties, as it is a mandatory requirement for the validity of the arbitral award. Omitting the arbitration agreement shall

result in the failure to achieve the purpose for which the law mandated its inclusion in the arbitral award, leading to nullity. Therefore, the arbitral award shall, in and of itself, demonstrate the fulfillment of all conditions and validity requirements. Any deficiency in essential statements may not be remedied by any other means, such as including the procedural session minutes, which is the text of the agreement, in the legal action document file.

Challenge No. 467/2020, Session dated Tuesday, 16/03/2021

Arbitration (Agreement – Arbitration Clause – Inclusion – Award)

If the arbitration agreement is in the form of an arbitration clause, it is not required to be cited in the arbitral award, and the non-inclusion of the text thereof shall not invalidate the arbitral award. This is because, in the case of an arbitration clause, the arbitrator's authority encompasses all disputes related to the original contract. Therefore, there is no need for the arbitration clause to be included within the arbitral award.

Challenge No. 1144/2018, Session dated Tuesday, 24/12/2019

Arbitration (Nullity – Cases – Invocation) – Nullity (Invocation)

Pursuant to Article 21 of the Civil and Commercial Procedures Law, the legislator adopts two fundamental principles within the doctrine of nullity. Firstly, where the law expressly stipulates nullity, the procedural act shall be deemed void. Secondly, even in the absence of an explicit provision mandating nullity, a procedural act shall be void if the party invoking nullity demonstrates that the substantive purpose of the violated procedural requirement was not achieved. Conversely, a declaration of nullity shall be precluded if the litigant establishes that the intended purpose of the procedural requirement was, in fact, fulfilled.

Challenge No. 467/2020, Session dated Tuesday, 16/03/2021

Arbitration (Nullity – Different Arbitral Tribunal)

A different constituted arbitral tribunal shall consider the legal matter indicated in the contested judgment. A violation of the right of defense is established where the court fails to review the final memorandums. There shall be a deficiency in reasoning in the judgment where the lump-sum compensation is awarded without consideration of the elements of compensation.

Challenge No. 217/2019, Session dated Tuesday, 13/10/2020

Arbitration (Nullity – Different Arbitral Tribunal)

A different constituted arbitral tribunal shall consider the legal matter indicated in the contested judgment. A violation of the right of defense is established where the court fails to review the final memorandums. There shall be a deficiency in reasoning in the judgment where the lump-sum compensation is awarded without consideration of the elements of compensation.

Legal Matter (Legality – Interpretation)

As per the rulings of this court, it is established that the term 'legal matter' as referenced in Article 260 of the Procedures Law denotes any issue that has been submitted to the Supreme Court and upon which it has deliberately and explicitly formulated an opinion within the confines of that specific issue.

Liability (Judgment – Annulment – Review – New Argument)

If the contested judgment has ruled on the appellant’s liability, it shall attain the authority of res judicata within the limits of that subject matter thereof. Consequently, the appellant may not reintroduce arguments regarding the lack of legal capacity in the legal action or deny liability towards the respondent.

Challenge No. 217/2019, Session dated Tuesday, 13/10/2020

Arbitration (Company – General Conditions – Specific Conditions – Invalidity)

It is established that the arbitration clause invoked by the second respondent, the insurance company, was included under the general conditions of the Insurance Policy (Clause 17), and was not set out in a separate, specific agreement independent from the general conditions of the Policy. Accordingly, the arbitration clause shall be null and void pursuant to Article 58 referenced above.

Challenge No. 204/2019, Session dated Tuesday, 27/10/2020

Arbitration (Lawyer – Legal Representation)

The Arbitration Law, being a special law, does not require parties to appoint lawyers to represent them throughout the arbitration proceedings. Rather, it grants them the right to appear, plead, and submit memoranda either in person or through representatives, including legal advisors or others.

Challenge No. 467/2020, Session dated Tuesday, 16/03/2021

Arbitration (Jurisdiction)

Jurisdiction over arbitration matters referred to the Omani courts by virtue of this Law shall vest in the court competent to consider the dispute, in accordance with the Judicial Authority Law. However, in instances where the arbitration is of an international and commercial nature—irrespective of whether it is conducted within the Sultanate of Oman or abroad—jurisdiction shall vest in the Court of Appeal in Muscat.

Arbitration (Filing a Legal Action – Judicial Authority – Waiver)

The Plaintiff (Appellant) chose the national judicial system over arbitration and expressly waived the right to arbitration. This

intention was aligned with that of the First Defendant (First Respondent) in the legal action, who responded to the legal action and engaged in the merits thereof. Consequently, the Plaintiff (Appellant) may not now reverse course and invoke the arbitration clause to seek dismissal of the legal action. Furthermore, the privilege of raising a plea to the admissibility of the legal action based on the existence of an arbitration clause is a right explicitly granted by the legislator—without any ambiguity—under Article 13 of the Arbitration Law. Such privilege belongs solely to the defendant and never to the plaintiff, as the latter, by filing the legal action before national courts, is deemed to have waived the arbitration clause.

Arbitration (Clause)

The legal issue raised in the present legal action revolves around whether the arbitration clause applies to the subject matter of the dispute, or whether Article 10 of the Memorandum of Association of (... LLC), as previously referenced, governs the dispute—thereby resolving the dispute brought by the appellant.

Agreement (Project – Contract – Application)

Although the two parties entered into a Joint Venture Agreement on 04/12/2017, which included an arbitration clause under Article (20-6) (as referenced above), they subsequently executed the Memorandum of Association of the company they established in implementation of that Agreement on 27/12/2017. Article 10 of the Memorandum of Association explicitly stipulates that the Omani courts shall have jurisdiction to resolve any disputes arising between the parties. Therefore, it is evident that the parties' intent was to settle disputes through the Omani courts. Had they wished to continue resolving disputes via arbitration, they could have expressly reaffirmed such a mechanism in the Memorandum of Association. However, since they explicitly designated the Omani courts as the forum for dispute resolution under Article 10, the parties clearly and voluntarily waived any conflicting provisions in the Joint Venture Agreement—including

Article (3-2) referenced above—to the extent that such provisions contradict the Memorandum of Association of (… LLC), given their mutual consent to submit disputes to the Omani courts.

Contract (Prior - Subsequent - Superseding)

The Supreme Court has established that a subsequent contract supersedes a prior contract to the extent of any inconsistency therebetween. Accordingly, since the Memorandum of Association superseded the Joint Venture Agreement in terms of the conflicting provisions therebetween—as previously explained—jurisdiction to resolve disputes between the parties shall vest in the Omani courts. The contested judgment violated this principle by dismissing the legal action based on the existence of an arbitration clause, without applying Article 10 of the Memorandum of Association. It was thereby marred by violation of the law, deficiency in reasoning, and flaws in substantiation.

Furthermore, in the absence of any amendment reconciling the inconsistencies between the Memorandum of Association of (… LLC) and the Joint Venture Agreement, the provisions of the Memorandum of Association shall prevail over any conflicting terms, by virtue of being the subsequent instrument.

Challenge No. 642/2020, Session dated Tuesday, 30/03/2020

Arbitration (Company – General Conditions – Specific Conditions – Invalidity)

It is established that the arbitration clause invoked by the second respondent, the insurance company, was included under the general conditions of the Insurance Policy (Clause 17), and was not set out in a separate, specific agreement independent from the general conditions of the Policy. Accordingly, the arbitration clause shall be null and void pursuant to Article 58 referenced above.

Challenge No. 204/2019, Session dated Tuesday, 27/10/2020

Forgery (Challenge – Authorization – Special)

A challenge for forgery shall be inadmissible absent specific authorization, indicating that this defence is substantive in nature and possesses the potential to affect the correct determination of the legal action.

Challenge No. 1116/2020, Session dated Tuesday, 25/05/2020

Reasoning (Penal Judgment – Civil Judgment – Connection – Res Judicata – Compensation)

The factual reasoning in a penal judgment is binding on the civil court only insofar as the facts established therein are necessary and essential to its decision. The civil court shall not be bound by facts mentioned in the penal judgment unless they are essential and necessary for its decision, regardless of the prominent emphasis placed thereon in the penal judgment. This shall apply in particular to claims for compensation for the damages suffered by the civil plaintiff (the respondent) by enabling recovery of the value of the immobilized vehicle resulting from the offense attributed to the accused.

Challenge No. 1154/2019, Session dated Tuesday, 03/11/2020

Reasoning of Judgment (Substantial Deficiency – Non-Substantial Defense)

For a deficiency in reasoning to warrant nullification of a judgment, the defense that the court has disregarded to address shall be substantial, in the sense that it could potentially alter the right opinion in the legal action. If such defense is not substantial, the court's omission to address it does not nullify its judgment.

Draft Judgment (Plea – Deposit)

The plea that the draft judgment was not presented and signed within the period specified under Article 172 of the Civil and Commercial Procedures Law shall be inadmissible if not supported by evidence. The presumption is that procedural requirements have been duly observed. The party who alleges otherwise shall bear the burden of proof.

Execution Attachment (Debt – Retirement Pension)

Pursuant to Article 6 of the Law on Pensions and End of Service Gratuity promulgated by Royal Decree 26/86 and its amendments, the retirement pension or end-of-service gratuity may not be assigned or attached except for a debt due to the government. Accordingly, it is impermissible to attach the entirety of a retiree's pension in order to satisfy a debt owed to a private bank.

Challenge No. 672/2021, Session dated 05/01/2022

Compensation (Assessment – Damage – Fair Compensation – Conditions)

The assessment of fair compensation—when the grounds for the relevant damages are established and no statutory provision mandates specific criteria for the determination thereof—falls within the discretionary authority of the trial judge. This discretion is not subject to review by the Supreme Court, provided that the awarded amount is reasonable, proportionate to the damage sustained, neither insufficient nor excessive; and the court's reasoning for the amount of compensation is substantively adequate to justify its judgment.

Challenge No. 221/2020, Session dated Tuesday, 08/06/2021

Compensation (Moral Damage – Assessment – Requirements)

The trial court shall have the discretion to assess compensation for moral damage, provided that such assessment is reasoned, by demonstrating the nature of the damage and measuring its impact on the appellant's psychological and emotional state — such as grief, sorrow, or other distressing emotions — in a manner that renders the awarded amount proportionate and appropriate to the extent of the damage suffered. As for material (pecuniary) damage, the same principle shall apply, except that it shall be clearly conceptualized, subject to objective criteria based on which compensation is determined, including actual losses suffered by the appellant, expenditures incurred or reasonably expected to be incurred to remedy the consequences of the harmful act, and anticipated profits lost as a direct result of that act.

Challenge No. 878/2021, Session dated 02/11/2021

Compensation (Liability – Direct Harm)

Compensation shall not be awarded for indirect damages in either contractual or tortious liability cases. Expert reports shall not assess whether contractual liability conditions are met, as this determination falls within the exclusive jurisdiction of courts.

Challenge No. 160/2019, Session dated Tuesday, 24/12/2019

Statute of Limitation (Conditions – Link to Penal Action)

The expiry of the limitation period that extinguishes a civil legal action shall be suspended by the application of the principle that "penal proceedings suspend civil proceedings," provided that a penal action is pending before the competent court. In the absence of such a penal action, the limitation period shall continue to run.

Challenge No. 1251/2020, Session dated Tuesday, 22/11/2021

Statute of Limitation (Invocation – Permissibility) – Trial Court (Authority on determining the Statute of Limitation) – Public Order (Statute of Limitation)

A court may not by itself dismiss a legal action based on the statute of limitation, as the statute of limitation is not a matter of public order unless raised by the debtor, or any party having a legal interest in the legal action, at any stage of the proceedings, even before the court of appeal. Furthermore, the plea of the statute of limitation may not be invoked for the first time before the Supreme Court, as it constitutes a substantive plea, and it is therefore not subject to the provisions of Article 110 of the Civil and Commercial Procedures Law, which necessitates such plea to be raised before any other claims or defenses in the legal action.

Challenge No. 125/2020, Session dated Tuesday, 08/06/2021

Statute of Limitation (Presumption – Principle)

The statute of limitations on a debt owed by a debtor is based on the presumption that the debt has been discharged. However, this presumption is merely conjectural, not conclusive, and thus conflicts with the general legal principle of "presumed continuity," which mandates the continuation of an established state of affairs, whether of existence or non-existence, until evidence of its alteration or cessation is adduced. The rationale underlying this approach is that most positive laws seek to strike a balance between two competing interests. On the one hand, avoiding the perpetuation of legal disputes and the ongoing anxiety for a debtor who, with the passage of time, may lose access to exculpatory evidence. On the other hand, limiting the debtor's ability to universally invoke the statute of limitation as a plea in every circumstance. Therefore, the legislator has been careful to define both the commencement and the expiration of the statutory limitation period in order to clearly regulate when and how its effects may be invoked.

Challenge No. 756/2021, Session dated 22/02/2022

Commercial Statute of Limitation (Statute of Limitations on Bills of Exchange – Acknowledgment)

As per the rulings of the Supreme Court, it is legally established that the statute of limitations on bills of exchange, as set forth under Article 514 of Commercial Law No. 55/1990, is based on a presumption of payment, inferred from the creditor's silence and failure to claim the debt within the prescribed period. However, this presumption may be rebutted by the debtor's acknowledgment of non-payment of the debt. Such an acknowledgment of the debt and its continued existence as a liability of the debtor effectively negates the presumption of payment. Accordingly, a debtor may not invoke the limitation period if they have acknowledged the existence of the debt and their failure to pay it.

Commercial Papers (Acknowledgment – Debt)

It is well-established that an acknowledgment which negates the presumption of payment and establishes indebtedness may be either explicit or implied. An implied acknowledgment of debt may be inferred from any act or conduct of the debtor indicating that they remain liable for the debt, whether the obligation arises from a bill of exchange, promissory note, or any other commercial instrument.

Incidental Request (Condition)

Pursuant to Article 125(c) of the Civil and Commercial Procedures Law, an incidental request shall be connected to the original legal action in order to be validly brought as an ancillary action. Failure to satisfy this requirement shall render the ancillary action inadmissible.

Challenge No. 1106/2021, Session dated 28/06/2022

Petition for Reconsideration (Fraud – Evidence – Decisive Document)

Pursuant to Article 232(c) of the Civil and Commercial Procedures Law, a petition for reconsideration may be based on the discovery, after the judgment has been rendered, of decisive documents in the legal action, which the other litigant had prevented from being submitted. The clear implication of this provision is that it shall be the other litigant in the original legal action who has prevented the submission of the decisive document, and that the petitioner obtained this document only after the judgment has been issued.

According to Article 232(a), fraud as a ground for petition for reconsideration is a factual matter to be assessed by the trial court. However, the trial court is bound to provide sound reasoning for its judgment, derived from evidence established under the documents of the legal action, with the supervision of the Supreme Court.

Challenge No. 572/2020, Session dated 09/11/2021

Execution (Insolvency – Proof – Investigation)

Where the court follows the prescribed procedures to investigate the existence of any assets belonging to the judgment debtor, and the competent authorities respond indicating that the judgment debtor holds no assets, such a response shall constitute proof of the judgment debtor's insolvency, in accordance with Article 425(d). This Article stipulates that if insolvency is established with sufficient evidence, the debtor may not be coerced by imprisonment. The negative responses received by the court, which give it actual knowledge of the absence of any assets, qualify the debtor as insolvent. Accordingly, coercive imprisonment upon the debtor shall not be permissible, and the request for imprisonment shall be legally baseless.

The temporary closure of the execution file shall not prejudice the execution creditor, who may notify the execution judge and resume execution procedures should any assets be discovered.

Challenge No. 66/2021, Session dated 26/10/2021

Customs (Customs Information)

According to Article 51 of the GCC Unified Customs Law, as implemented by Royal Decree No. 67/2003, owners of goods or their representatives shall be entitled to access customs information and documents upon submission of a request to the Directorate General of Customs. However, third parties shall not be entitled to such access unless they are judicial or official bodies with the authority to request such information when the interest so requires. Courts may not request access to such information unless they are adjudicating a dispute between two parties, where the Directorate General of Customs is not a party, and a resolution of the dispute necessitates the disclosure of such information and documents.

Challenge No. 1080/2020, Session dated 07/12/2021

Receivership (Judicial – Conditions)

Receivership refers to the placement of disputed property in the custody of a third party (the receiver), who is entrusted with preserving and managing the property, and is required to return it—along with any accrued proceeds or income derived therefrom—to the party ultimately determined to be entitled thereto. The institution of a receivership action is warranted in situations involving real estate or movable assets that require management and generate proceeds.

Challenge No. 492/2020, Session dated Tuesday, 22/08/2021

Receivership (Condition – Urgency)

An action for receivership requires the existence of a genuine dispute concerning the movable or immovable property sought to be placed under receivership. In addition, the existence of imminent danger shall be apparent as per the documents and surrounding circumstances. The element of urgency, as required under Article 42 of the Civil and Commercial Procedures Law, shall also be established—specifically, the existence of an imminent and specific danger requiring urgent preventive measures that cannot be adequately addressed through ordinary judicial proceedings.

Challenge No. 1227/2019, Session dated Tuesday, 05/01/2021

Judgment (Grounds – Reliance – Evidence – Validity)

The grounds for judgment shall be deemed defective if they prejudice the soundness of legal deduction. This occurs when: (i) the court relies on substantively inadmissible evidence that cannot reasonably support conviction, or (ii) there exists contradiction between the evidentiary elements. Such defect is particularly established when the court's conclusion lacks logical necessity given the evidentiary elements it purportedly relied upon.

Challenge No. 570/2020, Session dated Tuesday, 25/05/2020

Judgment (Appeal – Referral – Condition)

As per the rulings of the Supreme Court, it is established that if the court of appeal upholds the first-instance judgment, it may refer to the facts of the legal action or the grounds on which the judgment is based, provided that these grounds are sufficient to support the final decision. In addition, the parties have not raised new defenses before the court of appeal that would differ fundamentally from those presented to the court of first instance.

Challenge No. 1084/2020, Session dated 08/03/2022

Judgment (Service – Publication)

Service of judgment by publication is not automatic solely because service by publication was effected at the pre-judgment stage. The court shall exercise due diligence in effecting service and verify the addressee's status to be served by publication for the judgment. The legislature mandates that the judgment debtor shall first be served personally. If personal service is unfeasible, service shall be attempted at their elected domicile. Only thereafter may service by publication proceed. Any deviation from this procedure shall constitute a violation of the legislator's prescribed path, and render the service invalid. Consequently, the legal period for appeal shall begin to run against the appellant who was served with the judgment through such publication.

Challenge No. 898/2020, Session dated 02/11/2021

Judgment (Details – Deliberation)

According to Articles 163, 165 and 172 of the Civil and Commercial Procedures Law, every judgment shall involve certain details, including the issuing court, the date and place of issuance, whether it is issued in a civil, commercial, or other matter, and the names of the judges who participated in the decision. Furthermore, the judgment shall be issued after deliberation has been dully completed, which is confidential and conducted in private among the judges, if more than one. The presiding judge shall, before expressing his own opinion, gather the opinions, starting with the most recent judge and proceeding to the senior-most judge. No one other than the judges who heard the pleadings may participate in the deliberation. Violating this procedure shall render the judgment null and void. The rationale for this invalidation is to ensure that the judges who participate in the deliberation and issue the judgment are fully aware of all the evidence presented in the legal action, so that the deliberation is based on a comprehensive understanding of the elements of the legal action. This

is not possible if a judge who is unaware of all the elements participates in issuing the judgment.

Challenge No. 157/2021, Session dated Tuesday, 02/11/2021

Judgment (Reasoning in Action for Annulment) – Action for Annulment (Reasoning of the Judgment) – Arbitration (Action for Annulment)

The reasoning of a judgment was based on brief and generalized considerations, while merely asserting that the grounds of the action for the annulment of the arbitral award are not included within the exhaustively enumerated cases under Article 53 of the Arbitration Law. In addition, the court did not prove such assertion by legally admissible evidence, and did not address or provide justification for each substantial plea or defense raised before the court. Therefore, the judgment was insufficiently reasoned, and was marred by deficiency in reasoning pursuant to Article 172 of the Civil and Commercial Procedures Law.

Challenge No. 467/2020, Session dated Tuesday, 16/03/2021

Judgment (Penal – Res Judicata)

A penal judgment of acquittal or conviction shall not have the authority of res judicata before civil courts in legal action that have not been finally resolved regarding the occurrence of the crime, its legal classification, and the attribution of the act to the perpetrator. The res judicata of a penal judgment shall apply even if the cause, subject matter, and parties differ from the civil legal action, as such res judicata is an exception to the general rules governing the res judicata of judgments under Article 55 of the Law of Evidence. For this effect to apply, it suffices that there be identity in the factual incident and its attribution to the perpetrator, since the penal action is instituted to claim a public right under the Public Prosecution's

authority. Consequently, this res judicata binds all persons, including those who are not party to the penal action. However, among the conditions for a penal judgment to possess this conclusive res judicata before civil courts is that it must be final, whether by acceptance by the judgment debtor or through expiration of specified periods for appeal.

Challenge No. 1023/2018, Session dated Wednesday, 15/01/2020

Judgment (Res Judicata – Conditions)

A judgment shall have no res judicata effect except in matters expressly or implicitly adjudicated between the parties, whether in the operative part thereof or in the reasoning (grounds) that is indispensable to the operative part. Any matter not expressly determined by the court may not be deemed to be subject to the judgment having the authority of res judicata. Furthermore, any statements included in the reasoning of the judgment that exceed the necessity of resolving the dispute do not carry binding legal authority. The principle of res judicata, as established by the jurisprudence of this court, shall be strictly limited to the matters adjudicated. Consequently, any issue not expressly considered and adjudicated upon by the court may not be regarded as having the force of res judicata.

Challenge No. 1127/2018, Session dated Monday, 10/02/2020

Judgment (Dissolution – Liquidation – Company – Challenge)

The contested judgment, having ordered the dissolution and liquidation of a partnership and the appointment of a liquidator, shall not constitute a final ruling on the entire dispute, as the judgment requires liquidation without determining the respective rights of each party. Accordingly, it may not be challenged before the Supreme Court by way of cassation.

Challenge No. 309/2019, (B) Session dated Tuesday, 31/12/2019

Judgment (Defense - Deficiency in Reasoning)

As per the rulings of the Supreme Court, deficiency in reasoning occurs when the court fails to fulfill one of its most significant duties, which is to thoroughly examine the defense of the parties, understand the meaning thereof, and apply the law accordingly, whether the defense is made orally, in writing, or by document that the party has used to support their defense. It is insufficient for the court merely to address a litigant's defense; it must also comprehend the fundamental purport thereof to ensure that its response is commensurate with the facts of the defense. For a judgment to be deemed invalid on such grounds, the defense that the court disregarded or addressed without thorough scrutiny must be of a substantive merit, such that its proper consideration could potentially alter the correct determination of the legal action. If the defense lacks substantive merit, the court's disregard in responding thereto or any misapprehension in its understanding thereof or response thereto shall not invalidate its judgment.

Challenge No. 370/2021, Session dated Tuesday, 05/01/2022

Judgment (Dismissal of the Legal Action for Procedural Deficiencies)

Pursuant to Article 203 of the Civil and Commercial Procedures Law and as per the rulings of the Supreme Court, a challenge by cassation to the Supreme Court may only be filed against final judgments, which have conclusively adjudicated the merits of the legal action in any manner. Judgments dismissing a legal action for procedural deficiencies (in limine litis) do not qualify as final judgments; therefore, the challenge by cassation shall be inadmissible.

Challenge No. 142/2021, Session dated 23/11/2021

Judgment (Challenge – Effects – Relativity – Exception)

The legislator has established the general principle that a challenge shall operate solely for the benefit of the appellant and shall be enforceable solely against the respondent. However, exceptions to this principle exist in instances where a party derives benefit from an appeal lodged by another, or is bound by an appeal lodged against another. These exceptions arise in judgments rendered in matters that are indivisible, in obligations of jointly and severally liability, or in legal actions where the law mandates the litigation of specific persons. The legislator's objective in this regard is to ensure the stability of legal rights and to the rendition of conflicting judgments within the same dispute, which could engender difficulties—or even render impossible—the execution of such judgments. This issue bears particular relevance when a judgment is not final with respect to all parties in the aforementioned cases wherein a singular resolution is imperative for all parties involved. To achieve this objective, the legislator permits a judgment debtor to file a challenge against the judgment during the consideration of the principal challenge, whether by way of cassation or appeal, provided that such a principal challenge or appeal was timely filed by another party with aligned interests. This right remains available even if the appellant has missed the deadline for filing a challenge or has previously accepted the judgment.

Challenge No. 1188/2018, Session dated Tuesday, 22/10/2019

Judgment (Lack of Jurisdiction – Remand)

If the judgment ruled on lack of jurisdiction or upheld an ancillary plea resulting in the suspension of the proceedings, and the appeal court subsequently issued a judgment annulling the original judgement—either by affirming jurisdiction of the court, rejecting the plea, or ordering the legal action to proceed—then the appeal court shall remand the legal action back to the court of first instance to adjudicate the merits of thereof.

Challenge No. 122/2017, Session dated Tuesday, 18/02/2020

Judgment (Acceptance – Explicit or Implicit – Challenge)

Acceptance of a judgment may be either explicit or implicit. In the latter case, acceptance can be inferred when the judgment debtor voluntarily executes the judgment without reservation and without any legal compulsion to do so. Such conduct demonstrates the debtor's acceptance of the judgment and waiver of the right to challenge.

Challenge No. 1052/2018, (A) Session dated Tuesday, 15/10/2019

Judgment (Court of Appeal – Reasoning)

If the court of appeal fails to provide reasoning for its preference of the outcome of an assessment it authorized, while disregarding the findings of the expert appointed by the court of first instance, and without presenting the criteria that should have guided its decision in resolving the divergence between the two expert opinions, its judgment shall be thereby marred by misapplication of the law and deficiency in reasoning, thus rendering it subject to annulment.

Challenge No. 188/2019, (B) Session dated Tuesday, 04/02/2020

Judgment (Draft – Inclusion – Law – Application – Operative Part)

The preliminary draft of the judgment shall comprehensively encompass all matters deliberated upon by the judicial panel, including facts, defenses, applicable legal provisions, and the final operative part. The fulfillment of this requirement ensures that deliberations encompassed both the grounds and the operative part of the judgment. The grounds shall be logically connected to the operative part, and the preliminary draft of the judgment shall bear the signatures of all judges who participated in the deliberations. A judgment shall be rendered invalid if the preliminary draft is not signed by the presiding judge and all participating judges, and such invalidity is a matter of public order, requiring the court to declare it ex officio (by itself).

Challenge No. 249/2018, (A) Session dated Tuesday, 04/02/2020

Judgment (Non-Existent – Annulment)

A legally non-existent judgment is equivalent to a null and void judgment and may not be validated retroactively. The court shall raise this issue ex officio (by itself) and apply its legal consequences, including the annulment of the contested judgment in accordance with Article 265 of the Civil and Commercial Procedures Law.

Challenge No. 564/2019, (B) Session dated Tuesday, 18/02/2020

Judgment (Cassation – Court – Obligation)

As per the rulings of this Court, it is well-established that when the Cassation Court quashes a judgment issued by the Court of Appeal and remands the legal action to the issuing court, the latter shall be bound to adhere to the judgment of the Cassation Court on the legal matter it has determined. In this context, the term 'legal matter' denotes the incident that has been submitted to the Cassation Court and upon which it has deliberately and explicitly formulated an opinion. Consequently, the judgment of the Cassation Court shall attain the authority of res judicata within the limits of the legal issue(s) decided, precluding the referral court from contravening this binding authority when re-examining the legal action, within the limits of the cassation judgment.

Challenge No. 640/2019, Session dated Tuesday, 15/12/2020

Judgment (Death - Discontinuation of the Legal Action - Effects)

If a judgment is issued by the trial court against a person who had died prior to the legal action being reserved for judgment, this shall result in the discontinuation of the legal action, which may not be remedied by any subsequent procedural step, resulting in the nullity of the proceedings. This shall constitute a matter of public order, which the court shall raise by itself, as it leads to the nullification of the judgment.

Challenge No. 1293/2020, Session dated 08/03/2022

Judgment for Determination of Fact (Non-Admissibility – Not Conclusive of the Dispute)

A first-instance judgment shall be subject to appeal if it dismisses a legal action seeking the determination of a fact (proof of situation) on the grounds of lack of jurisdiction, as matters of this nature fall within the jurisdiction of the judge of urgent matters. Even if the operative part of the judgment states that the legal action is inadmissible due to being filed incorrectly (i.e., outside the prescribed legal procedure), it remains subject to appeal. Accordingly, a judgment of court of appeal shall be deemed to be in contravention of the law if it determines that an appeal is inadmissible on the grounds that the first-instance judgment does not resolve the merits of the dispute.

Challenge No. 390/2021, Session dated 14/12/2021

Arbitral Award (Annulment) – Law (Application of Article 53 of the Arbitration Law) – Legal Action (Annulment of Arbitral Award)

According to Article 53(e) of the Arbitration Law, a legal action filed for the annulment of an arbitral award may be accepted if the formation of the arbitral tribunal or the appointment of the arbitrators was done in violation of the law or the agreement between the parties. It is legally established that excluding the application of the contract made between the parties is equivalent to excluding the application of the law agreed upon, as the contract is a legally binding agreement between the contracting parties. The violation of the arbitral award in such cases shall result in the annulment of the arbitral award.

Challenge No. 113/2021, Session dated Tuesday, 07/12/2021

Arbitral Award (Typographical Error) – Legal Action for Annulment (Inadmissibility)

A material or typographical error in the date of the issuance of the arbitral award shall not affect the arbitral award and can be corrected. Therefore, a legal action for the annulment of the arbitral award based on such an error may not be accepted.

Challenge No. 631/2021, Session dated Tuesday, 29/03/2022

Arbitral Award (Execution - Objection)

According to Article 58(3) of the Arbitration Law in Civil and Commercial Disputes, objection may not be made to the order issued for the execution of an arbitral award. Accordingly, in line with this provision, since objections may not be made to the order for the execution of the arbitral award, it shall follow that objections may not be made to the execution order before the execution judge.

Arbitration (Action for Annulment– Suspension of Execution)

According to Article 57 of the Arbitration Law, filing a legal action for annulment does not suspend the execution of the arbitral award unless the Court of Appeal handling the annulment action orders a suspension of execution of the arbitral award pending resolution of the annulment action. This means that a request to suspend the execution of the arbitral award submitted before the execution judge shall be rejected as long as the court adjudicating the annulment action has not issued a suspension order.

Challenge No. 274/2020, Session dated 21/12/2021

Penal Judgment (Res Judicata – Civil Action)

A judgment rendered by the penal department shall have the authority of res judicata in civil actions raised before the competent court, provided that it has conclusively determined the commission of

the act that forms the common basis of both the penal and civil actions, its legal characterization, and its attribution to the perpetrator thereof. Once these matters have been adjudicated in the penal court, civil courts may not re-examine the same and shall be bound to abide by the decisions rendered therein.

Judgment for Reconciliation (Invalidity – Inadmissibility)

If the court of first instance renders a judgment in a specific legal action to establish a reconciliation, the judge of first instance shall render that judgment in his jurisdictional capacity, not in his judicial capacity. Consequently, if an appeal is filed against that judgment, the court of appeal may not examine any substantive defenses raised by the appellant—regardless of their merit. Instead, it shall rule that the appeal on reconciliation is inadmissible. If this judgment contains any defects rendering it void, the party with a vested interest and legal capacity may file a separate legal action for the invalidation of the reconciliation.

Challenge No. 292/2021, Session dated 16/11/2021

Judgment (Grounds – Reliance – Evidence – Validity)

The grounds for judgment shall be deemed defective if they prejudice the soundness of legal deduction. This occurs when: (i) the court relies on substantively inadmissible evidence that cannot reasonably support conviction, or (ii) there exists contradiction between the evidentiary elements. Such defect is particularly established when the court's conclusion lacks logical necessity given the evidentiary elements it purportedly relied upon.

Challenge No. 570/2020, Session dated Tuesday, 25/05/2020

Judgment (Reasons – Flaws – Deduction – Contradiction)

The grounds of a judgment shall be considered marred by flaws in substantiation where it contains a defect that prejudices the

soundness of legal deduction. This occurs when: (i) the court relies on substantively inadmissible evidence that cannot reasonably support conviction, or (ii) when the court misunderstands the established facts, or derives those facts from a non-existent source or a source that, while existent, contradicts the findings asserted in the judgment.

Challenge No. 1334/2019, Session dated Tuesday, 20/10/2020

Award (Arbitral – Issuance – Absence of the Name of His Majesty – Void)

If an arbitral award is not rendered in the name of His Majesty the Sultan, this shall not render it void. Therefore, this matter shall have the authority of res judicata among the same parties, and the Court of Appeal to which the legal action has been remanded shall be bound by the cassation judgment with respect to this matter, regardless of any contrary opinion. Furthermore, it is impermissible to reopen debate on this matter before the remanded court, as the authority of res judicata prevails over all considerations of public order.

Challenge No. 669/2020, Session dated Tuesday, 29/06/2020

Judgment (Interpretation – Challenge – Conditions)

Pursuant to Article 181 of the Civil and Commercial Procedures Law, the effects of a contested judgment rendered in response to a request for interpretation shall be subject to the same rules applicable to the original judgment, concerning challenge. Accordingly, such a judgment shall be deemed complementary to the original judgment, and may not be independently challengeable through any means unless the interpretation exceeds the authority of res judicata.

Challenge No. 1038/2019, Session dated Tuesday, 17/11/2020

Judgment (Error – Mortgage – Mortgaged Property – Sale)

The contested judgment is deemed to have erred in authorizing the First Respondent (the Bank) to sell the mortgaged land in settlement of the debt. This is despite the fact that the mortgagee creditor (the Bank) has failed to serve notice to the appellant pursuant to Article 225 of the Commercial Law, which mandates that such notice be served prior to submitting a request for an order to sell the mortgaged property.

Mortgage (Non-Debtor – Plea – Divestment – Not Permissible)

Where the mortgagor is a person other than the debtor, they are not entitled to plead for prior divestment of the debtor unless otherwise agreed. In the present case, since the appellant in Challenge No. 114/2019 is not the debtor but merely an in-kind surety, they shall not be permitted to raise the plea of the debtor's divestment in the absence of an agreement to the contrary.

Challenge No. 114/2019, Session dated Tuesday, 27/10/2020

Judgment (Challenge – Public Order)

As per the rulings of the Supreme Court, it is established that determining whether a judgment is subject to challenge by way of cassation or not shall be a matter of public order. Therefore, the court shall be bound to address this matter by itself, without requiring any request from the parties.

Challenge No. 1032/2020, Session dated Tuesday, 22/06/2020

Judgment (Deficiency – Nullification – Defense – Substantial)

For a deficiency in reasoning to warrant nullification of a judgment, the defense that the court disregarded or addressed without thorough scrutiny must be of a substantive merit, such that its proper

consideration could potentially alter the correct determination of the legal action. If the defense lacks substantive merit, the court's disregard in responding thereto or any misapprehension in its understanding thereof or response thereto shall not invalidate its judgment.

Challenge No. 708/2020, Session dated Tuesday, 22/06/2020

Expert (Assessment – Trial Court)

The assessment of the expert's work shall fall within the sole discretion of the trial court, which may adopt the expert's opinion if it is satisfied with the adequacy of the research conducted therein and the soundness of the principles upon which it was based, and if it finds therein what convinces it and aligns with the true facts of the legal action. Furthermore, as per the rulings of the Supreme Court, the trial court is only obliged to address substantive defenses—namely, those raised by a party which, if proven true, would have the potential to alter the right opinion in the legal action.

Challenge No. 1212/2019, Session dated Tuesday, 18/08/2020

Expert Opinion (Contradictory – Rejection – Reappointment)

The trial court that issued the contested judgment should not have rejected the expert report merely due to contradictory findings. Rather, it was under an obligation to either discuss the matter with the expert or request a supplementary report clarifying the discrepancies in his conclusions based on the documents of the legal action. If necessary, the court should have appointed another expert to elucidate the facts and ensure justice is served.

Challenge No. 1240/2019, Session dated Tuesday, 08/12/2020

Expert (Appointment – Mandate – Examination)

The appointment of an accounting expert entrusted with the mandate of assessing potential compensation owed for losses arising from the non-investment of the building is based on sound grounds. This is because the examination of this request—both in its factual reality and legal standing—shall be examined in light of the evidence that the appellant is required to submit in this regard, in accordance with Article 1 of the Law of Evidence.

Challenge No. 862/2019, Session dated Tuesday, 03/11/2020

Expert (Report) – Trial Court (Discretionary Authority)

The trial court, acting within the limits of its discretionary authority, may adopt the expert report whenever it is satisfied with the grounds provided therein, without the need to respond separately to the challenges raised against it, as its adoption of the report implies that it has found no merit in those challenges beyond what has been already addressed in the report. Moreover, the court is under no obligation to appoint a new expert if it deems the investigations conducted by the previously appointed expert to be adequate and the bases for their opinion to be sound.

Challenge No. 251/2019, Session dated Tuesday, 20/10/2020

Expert (Mandate – Summoning Parties – Null & Void)

Where the expert omits to summon all relevant parties to appear before them, in contravention of Article 92 of the Law of Evidence, and fails to duly record such omission within the minutes of their work, as mandated by Article 97 of the same Law, any supplementary report subsequently issued by the expert shall be deemed null and void.

Challenge No. 115/2018, Session dated Monday, 10/02/2020

Expert (Minutes – Prepare – Consequences) – Null & Void (Expert Report) – Expert's Minutes (Null & Void)

If the expert fails to prepare minutes of his work documenting the procedures and steps undertaken, and instead merely submits a report stating the outcome of his investigation, then the intended purpose of this procedural requirement, as contemplated by the legislator, is not fulfilled. Consequently, the expert's report shall be deemed null and void in accordance with Article 21 of the Civil and Commercial Procedures Law.

Challenge No. 803/2020, Session dated Tuesday, 30/03/2021

Litigation (Institution – Death – Notification)

A legal litigation shall not be deemed to have been properly instituted unless the statement of claim thereof has been duly served upon the defendant, unless the defendant appears in court. The issue of the death of the second appellee on appeal was raised before the appeal court, which was therefore required to take the necessary legal procedures to address this matter.

Challenge No. 1414/2019, Session dated Tuesday, 18/08/2020

Litigation (Institution – Death) – Parties (Condition)

No valid litigation may arise except between living persons. Therefore, if a legal action is filed against a deceased person, it shall be deemed void ab initio, devoid of any legal effect, and cannot be rectified by any subsequent procedure.

Challenge No. 903/2019, Session dated Tuesday, 02/02/2021

Defect (Mechanical – Expert – Liability) – Land Transport (Liability) – Vicarious Liability

A mechanical defect shall fall squarely within the carrier's liability pursuant to Article 42 of the Transport Law. Furthermore, the carrier shall be liable under Articles 168, 170, 171, and 175 of the Commercial Law for the total or partial destruction of the transported goods and for the acts of its agents. The carrier may only be relieved of such liability by establishing proof of force majeure, an inherent defect within the goods themselves, or fault attributable to the consignor and the consignee.

Challenge No. 521/2019, Session dated Tuesday, 08/08/2021

Legal Actions (Allocation of Legal Actions – Jurisdiction)

The allocation of legal actions among different departments is an internal matter of the by-laws of the Supreme Court, and does not pertain to the subject-matter jurisdiction stipulated under Article 111 of the Civil and Commercial Procedures Law.

Challenge No. 391/2019, Session dated Tuesday, 07/04/2020

Legal Action (Jurisdiction – Value-Based – Indeterminate – Single Judge)

The legislator has vested the primary court, comprising of a single-judge panel, with the authority to adjudicate all legal actions that do not fall within the jurisdiction of the primary court sitting as a three-judge panel, including legal actions with an indeterminate value.

Challenge No. 923/2018, Session dated Tuesday, 04/02/2020

Legal Action (Recourse – Company)

The legal action filed against the insurer (the party liable for the accident) to recover compensation paid by the insurer (the injured party in the accident) is governed by provisions of the Commercial Law, as the legal action involves a dispute between two insurance companies. Consequently, the ten-year statute of limitation stipulated under Article 92 of the said Law shall apply. Since the contested judgment contravened this legal provision, it is rendered defective and subject to annulment.

Challenge No. 890/2018, Session dated Tuesday, 29/10/2019

Legal Action (Company – Commercial – Value – Filing – Lawyer – Nullity – Provision – Judgment)

Legal actions filed by companies or commercial establishments where the claim value exceeds five thousand Omani Rials shall only be filed through a lawyer. The legislator has prescribed this provision in mandatory terms, considering it a fundamental procedural rule related to the filing of the legal actions. Accordingly, non-compliance therewith shall result in the nullity of the proceeding as it pertains to public order. The court shall enforce this rule ex officio (by itself), even in the absence of any plea from the parties, and it may be invoked for the first time before the Supreme Court.

Challenge No. 1317/2019, Session dated Monday, 31/08/2020

Legal Action (Claims – Amendment – Request – Ancillary – Oral – Presence – Memorandum – Condition)

Amendment of requests in a legal action shall constitute an ancillary request, which Article 123 of the Civil and Commercial Procedures Law allows to be submitted to the court through the usual judicial procedures for filing a legal action before the session date. It may also be made orally during the session in the presence of the litigant and

recorded in the minutes of the session or presented in a memorandum, provided that the litigant has access thereto and is given the opportunity to respond thereto.

Challenge No. 307/2019, (A) Session dated Tuesday, 07/04/2020

Legal Action (Value – Assessment) – Law (Application of Article 63 of the Civil and Commercial Procedures Law)

A legal action shall be deemed as one of unquantifiable value pursuant to Article 63 of the Civil and Commercial Procedures Law when the nature of the claims therein cannot be assessed according to the criteria established under this Law (as provided in Articles 58 through 62). Accordingly, legal actions seeking invalidation of company membership, removal of the company legal consultant, and confirmation and appointment of the appellant to the board of directors, are all considered legal actions of unquantifiable value.

Challenge No. 145/2020, Session dated Tuesday, 02/02/2021

Legal Action (Hold - Abeyance – Court – Authority – Discretionary Matter)

Holding a legal action in abeyance, as per Article 128 of the Civil and Commercial Procedures Law, shall be a discretionary matter left entirely to the court's assessment, based on its evaluation of the seriousness of the preliminary dispute falling outside its jurisdiction. Therefore, no objection may be raised against the court's decision for not exercising this discretionary power, as the decision of holding legal actions in abeyance remains within the exclusive discretion of the trial court, which is not obligated to grant it.

Challenge No. 333/2019, (A) Session dated Tuesday, 07/04/2020

Legal Action (Statement of Claim – Service – Commencement – Litigation)

The statement of claim is the basis of the litigation, upon which all subsequent procedural steps are predicated. The failure to duly serve the statement of claim shall result in the non-existence of the litigation, and consequently, no valid procedure or judgment can be based thereon. Any judgment rendered in such case shall be deemed null and void.

Challenge No. 749/2020, Session dated Tuesday, 02/02/2021

Commercial Books (Evidentiary Weight – Expert Opinion)

Article 33 of this Law stipulates that mandatory commercial books shall possess evidentiary weight for the merchant against the opposing merchant if the dispute pertains to a commercial transaction. Given that both parties in the legal action are merchants and the dispute arises from an overdraft account and related cheques, the court's failure to consider these documents and its disregard for an expert opinion to ascertain the right determination in the legal action renders its judgment deficient and in violation of the right to defense, thereby requiring its annulment.

Challenge No. 443/2017, (A) Session dated Tuesday, 28/04/2020

Defense (Assertion – Supreme Court)

It is impermissible to raise a defense before the Supreme Court if it was not previously presented before the trial court.

Challenge No. 1201/2019, Session dated Tuesday, 19/01/2021

Defense (Judgment – Deficiency – Nullification)

For a deficiency in reasoning to warrant nullification of a judgment, the defense that the court disregarded or addressed without

thorough scrutiny must be of a substantive merit, such that its proper consideration could potentially alter the correct determination of the legal action. If the defense lacks substantive merit, the court's disregard in responding thereto or any misapprehension in its understanding thereof or response thereto shall not invalidate its judgment.

Challenge No. 744/2020, Session dated Tuesday, 16/03/2020

Plea (Inadmissibility of the Legal Action)

Pursuant to Article 110 of the Civil and Commercial Procedures Law, pleas of inadmissibility raised against a legal action shall relate to the requisite conditions for its due admissibility. When a plaintiff resorts to the judiciary, they shall follow the proper formal procedures stipulated by the law for the valid institution of proceedings. These pleas shall constitute defenses raised by the defendant with the objective of precluding a judgment in favor of the plaintiff, without addressing or contesting the substantive right claimed, nor conceding its existence. In essence, a plea of inadmissibility does not relate to the merits of the legal action but rather challenges the validity of the procedural steps undertaken to bring the matter before the court.

Challenge No. 475/2020, Session dated Tuesday, 16/11/2021

Plea (Assertion)

A plea of inadmissibility may be raised at any stage of the legal proceedings, in accordance with Article 116 of the Civil and Commercial Procedures Law.

Challenge No. 877/2018, (A) Session dated Tuesday, 12/12/2019

Evidence (Assessment – Trial Court – Expert)

The contested judgment did not assess the evidence, leaving it to the expert, who exceeded their professional mandate by engaging in an evaluative role. The expert dismissed the referenced document based on witness testimony, whereas the trial court should have examined the document and expressed its opinion thereon as an independent piece of evidence. By deferring the evaluation of the document to the expert, who overstepped their strictly accounting role, the court's judgment was thereby flawed.

Challenge No. 148/2019, Session dated Tuesday, 12/05/2020

Debt (Repayment – Delay – Compensation – Assessment)

While it is the debtor's duty to seek repayment of their debt upon maturity, the bank also has an obligation to pursue the collection of its dues to avoid burdening the debtor with excessive late payment penalties. Consequently, it is more appropriate for the creditor to actively seek recovery of the debt rather than remain silent for an extended period and then suddenly demand repayment along with compensation for the delay. Since the creditor's failure to claim the debt in a timely manner contributed to the delay, they are not entitled to any compensation, having effectively caused their own loss. Therefore, the trial court's assessment of the interest rate at one percent (1%) as a form of redress for the damage incurred by the bank was appropriate, warranting the dismissal of the challenge on the merits thereof.

Challenge No. 308/2018, Session dated Tuesday, 15/10/2019

Debt (Payment – Delay – Late Payment Charge (LPC))

The legislator grants the creditor the right to receive agreed-upon late payment charges (LPC) upon the debtor's default of payment at maturity, for the duration of the delay. However, such LPC shall

comply with the percentage rate set according to the relevant regulations issued by the Ministry of Commerce and Industry and must not exceed the prescribed limit.

Challenge No. 290/2019, Session dated Tuesday, 24/12/2019

Mortgage (Ownership – Effect – Cause – Acquisition)

The mortgaging of a plot of land to the bank has no effect on ownership rights and does not constitute a means of acquiring the ownership thereof.

Challenge No. 209/2019, Session dated Monday, 17/08/2020

Commercial Register (Sale – Formal Contract – Registration)

A sale contract of a commercial register executed by way of private agreement, without adherence to the provisions prescribed under Articles 52 and 53 of the Commercial Law, shall constitute a formal contract requiring execution in an officially notarized form. This shall constitute a fundamental plea that may be raised by any interested party and may be adjudicated upon by the court by itself.

Challenge No. 917/2018, Session dated Monday, 02/03/2020

Legal Entity (Name - Representative – Representation - Obligations)

Every legal entity shall have: (1) a distinct name that differentiates it from others, (2) an independent financial liability, and (3) an authorized representative who expresses its will. Any legal acts performed by this representative shall be attributed to the legal entity itself as the principal party to such acts. Moreover, the transfer of a company's ownership from one proprietor to another—irrespective of the means of disposition employed—shall not affect the company's obligations that predate the transfer and were validly incurred by its former proprietor. These pre-existing obligations shall remain legally

binding between the company and bona fide beneficiary, and the company shall retain full responsibility for their due performance, unless otherwise specifically provided by law.

Challenge No. 913/2019, Session dated Tuesday, 02/02/2021

Company (Designer – Liability)

The design company shall bear liability for any damages arising from its work, as it is the party responsible for preparing and submitting the designs and drawings to the competent authorities for approval and execution thereof. This liability stems from the professional responsibility of the consultant engineer (as per Article 16 of the Engineering Consultancy Law).

Challenge No. 912/2019, Session dated Tuesday, 15/12/2020

Company (Insurance – Liability)

The insurance company shall not be liable for damage occurring to the insured vehicle when such damage results from fault attributable to its driver - whether such driver is the policyholder or another person driving with the policyholder's consent - in any of the following circumstances: (1) The driver does not possess a valid license for the vehicle category at the time of the accident, unless such license was previously revoked or suspended by competent authorities; or (2) The driver was under the influence of intoxicants or narcotics.

Challenge No. 174/2019, Session dated Tuesday, 29/10/2019

Company (Registration – Legal Personality – Capacity)

A company registered with the Commercial Registry Secretariat shall possess legal personality, an independent entity, and an independent financial liability separate from the partners therein. In this instance, the appellant filed his appeal in his personal name, even if that person

is one of the authorized managers, without reference to the company; therefore, such appeal shall lack proper legal capacity, and is thereby inadmissible.

Challenge No. 1050/2018, Session dated Tuesday, 15/10/2019

Company (Legal Personality – Merger)

It is well established in both jurisprudence and law that each company shall maintain a separate legal personality unless compelling evidence proves a merger that consolidates them into a single entity, in accordance with the provisions of Royal Decree No. 83/94 concerning Corporate Mergers.

Challenge No. 703/2019, Session dated Tuesday, 12/05/2020

Company (Limited Liability – Partners – Liability)

A limited liability company shall possess a distinct legal personality separate from that of the partners therein. Accordingly, its partners shall only be liable for the company's debts to the extent of their respective shares in the capital thereof, and shall not be personally liable beyond that.

Challenge No. 877/2018, Session dated Tuesday, 12/12/2019

Holding Company (Legal Personality - Debts - Responsibility)

Pursuant to Article 231 of the Commercial Companies Law, both a holding company and its subsidiaries shall possess separate and independent legal personalities. The holding company shall bear no liability for the debts of its subsidiary, signifying that the subsidiary's legal personality remains distinct and autonomous from that of the holding company. Consequently, the operational activities of the respondent company are separate and distinct from those of the

holding company, as the latter is not liable for the debts of the subsidiary, as expressly provided in the aforementioned Article.

Challenge No. 374/2020, Session dated Tuesday, 20/10/2021

Company (Profit – Loss – Deprivation – Null & Void)

Any provision that deprives a partner or shareholder of their right to participate in the profits or to exempt them from the obligation to bear losses shall be deemed null and void. In such instances, the respective partner's or shareholder's share of profits or losses shall be determined proportionally to their contribution to the company's capital, in accordance with Article 27 of the Companies Law.

Challenge No. 388/2020, Session dated Tuesday, 17/11/2020

Company (Designer – Liability)

The design company shall bear liability for any damages arising from its work, as it is the party responsible for preparing and submitting the designs and drawings to the competent authorities for approval and execution thereof. This liability stems from the professional responsibility of the consultant engineer (as per Article 16 of the Engineering Consultancy Law).

Challenge No. 912/2019, Session dated Tuesday, 15/12/2020

Partner (Limited Liability – Debts – Responsibility)

A partner in a limited liability company shall bear no personal liability for the company’s debts beyond the amount of their share in the company capital. Accordingly, the sole guarantee for creditors lies against the assets of the company, and not the personal assets of the partners. Consequently, creditors may not seek payment from the partners personally for the debts owed by the company.

Challenge No. 859/2019, Session dated Tuesday, 22/08/2021

Cheque (Evidentiary Weight – Commercial – Civil) – Law (Application of Article 564 of the Commercial Law)

A cheque shall lose its evidentiary weight as a commercial instrument one year from its date of maturity. However, this does not negate its evidentiary weight in civil matters, in accordance with Article 564 of the Commercial Law.

Challenge No. 211/2019, Session dated Tuesday, 02/02/2021

Statement of Appeal (Invalidity) - Appeal (Inadmissibility)

Pursuant to Article 219 of the Law of Civil and Commercial Procedure, in addition to the particulars requisite for the initiation of a legal action as prescribed by Articles 64 and 65 of the same Law, a statement of appeal shall delineate specific details pertaining to the appeal so as to preclude any ambiguity. These details shall include the precise identification of the judgment under appeal, its date of rendition, and a clear and unequivocal specification thereof in a manner that obviates any confusion or vagueness. Furthermore, the statement of appeal shall set forth the grounds for the appeal, outlining both the factual and legal bases upon which the appellant contends the judgment to be erroneous, and detailing the specific points upon which modification or annulment of the judgment is sought. Non-compliance with these mandatory requirements shall render the statement of appeal formally invalid and inadmissible.

Challenge No. 243/2021, Session dated Tuesday, 11/01/2022

Statement of Appeal (Lack of Grounds - Effect)

The appellant shall not be prejudiced by the omission of the grounds for their appeal in the initial submission, provided that the delay in procuring a copy of the judgment of first instance was attributable to

circumstances beyond the appellant's control, such as a delay in the official printing of the judgment. Imputing responsibility to the appellant for such a delay would be manifestly unreasonable. It is a well-established principle in both legal doctrine and judicial precedent that in instances necessitating legal interpretation, the law may be applied with a degree of flexibility to accommodate such exigencies, and this flexibility ought not to result in an expansive application of the law. Therefore, the appellant should be afforded an opportunity to submit a supplementary memorandum detailing the grounds for the appeal.

Challenge No. 1220/2020, Session dated 29/03/2022

Capacity in Legal Action (Condition)

It is a settled legal principle that the legal capacity of a party to litigate constitutes a necessary and indispensable condition for the due admissibility and continuation of a legal action. In the absence of such capacity, the legal action shall be deemed inadmissible ab initio, and the courts are precluded from proceeding with the legal action, examining its merits, or rendering a judgment of acceptance or rejection. Consequently, the legal action must be instituted by and against the party possessing the requisite legal capacity to litigate therein.

Challenge No. 304/2021, Session dated 28/06/2022

Executive Copy (Loss - Reissuance)

It is legally established that the copy used for execution is stamped with the court's seal and filed in the relevant execution department with the writ of execution appended. Such a copy shall only be delivered to the party entitled to benefit from the execution of the judgment, and only if the judgment is executable. The first executive copy may be requested by submitting a petition to the court that

issued the judgment, which shall rule on the request in accordance with the procedures prescribed under the "Orders on Petitions" section of the law. Moreover, a second executive copy may not be issued to the same party except in cases where the first copy has been lost.

In such cases, the court that rendered the judgment shall adjudicate any dispute concerning the issuance of a second executive copy—provided that the request is formally served by one party on the other, in compliance with Articles 174, 176, and 177 of the Civil and Commercial Procedures Law.

Challenge No. 1458/2021, Session dated 28/06/2022

Tax (Profits – Exemption – General Provision) – Law (Application Article 8 of Royal Decree No. 47/1981)

Pursuant to Article 8 of Royal Decree No. 47/1981, the profits accruing to a company from its equity participation in the capital of any other company—whether Omani or foreign, and whether operating inside or outside the Sultanate of Oman—are exempt from taxation. The provision is general and unrestricted in nature, and thus may not be restricted or limited except by an explicit exception or condition. Any judgment rendered to the contrary shall be marred by violation and misapplication of the law, warranting its annulment.

Challenge No. 485/2020, Session dated Tuesday, 02/02/2021

Tax (Profits – Company – Foreign Branch – Revenue – Sale – Tax)

If a company generates profits from the sale of investments abroad, adding the revenue from the sale of these investments to the taxable income shall be legally valid, provided it is an extension of the company's business.

Challenge No. 395/2018, (A) Session dated Monday, 02/03/2020

Tax (Expenses – Deduction – Determination)

No costs may be deducted from the company's gross income unless they meet specific conditions, the most important of which are that these costs shall be actual, genuine, necessary, and essential for generating the company's income, provided that the expense is directly linked to income during the tax year.

Challenge No. 451/2019, Session dated Tuesday, 10/11/2020

Tax (Expenses – Necessity – Determination of Deduction)

If the expenses are neither necessary nor essential for asset preservation, and if attorney fees do not directly contribute to preserving or protecting income, they shall not be recognized as deductible expenses. Consequently, such fees shall not qualify as allowable deductions from the company’s gross income. Therefore, the challenge raised on these grounds is legally baseless and shall be rejected.

Challenge No. 451/2019, Session dated Tuesday, 10/11/2020

Legal Guarantee (Liability of Principal for Agent – Joint Liability) – Insurance (Accident – Blood Money)

The liability of a principal (employer) for unlawful acts committed by their agent (employee) is established by the law and is based on the concept of legal guarantee. The principal is considered, by operation of law and not by contract, to be a joint guarantor for the acts of the agent.

Accordingly, the injured party shall have the right to seek compensation directly from the principal for the damage caused by the agent’s unlawful acts. This is considered vicarious liability, which obligates both the agent and the principal jointly to provide compensation.

Challenge No. 868/2021, Session dated 11/01/2022

Challenge (by Way of Cassation – Right) – Power of Attorney (to File Challenge by Cassation) – Capacity (in the Challenge)

As per the rulings of the Supreme Court, it is established that filing a challenge by cassation shall constitute a personal right exclusively vested in the judgment debtor. The judgment debtor alone may exercise or waive this right based on his perceived interest. No third party may intervene in this right without explicit authorization. Consequently, the challenge submission to the court registry shall be made personally by the judgment debtor, or by a specifically authorized attorney (through a special power of attorney for cassation), or by a generally authorized attorney whose power of attorney expressly includes cassation challenges. Failure to comply with these requirements shall render the challenge inadmissible for incapacity.

Joint-Stock Company (Representation - Status) – Law (Application of Article 186 of the Companies Law)

Pursuant to Article 186 of the Companies Law No. 19/2019, the representation of public joint-stock companies before judicial tribunals is specifically vested in the Chairman of the Board of Directors or their Vice Chairman in the event of the Chairman's absence. The Article further limits the delegation of such representation authority to the members of the Board of Directors, thereby safeguarding the interests of the company and its shareholders.

Challenge No. 965/2020, Session dated Tuesday, 18/01/2022

Appeal (Appeal - Inadmissible - Public Order)

It is legally established that the procedures for filing an appeal are related to public order, and the court may raise it by itself. Furthermore, an appeal may not be filed where a prior appeal has

already been lodged against the same judgment. An appeal may not be made against an appeal, meaning that a judgment may not be appealed twice. Therefore, any subsequent appeal filed shall be deemed inadmissible and contrary to established legal procedure. Accordingly, the second appeal shall be dismissed as inadmissible.

Challenge No. 706/2021, Session dated 23/11/2021

Challenge (Judgment – Preliminary – Inadmissibility – Deduction)

Article 203 of the Civil and Commercial Procedures Law stipulates that it is not permissible to challenge judgments rendered during the course of the proceedings which do not terminate the litigation, except after the issuance of a final judgment that adjudicate the entire dispute. This rule shall not apply to interim and urgent judgments, judgments ordering a suspension of proceedings, judgments subject to compulsory execution, and judgments issued on grounds of lack of jurisdiction or transferring the legal action to the competent court.

Challenge No. 261/2017, (A) Session dated Tuesday, 07/04/2020

Challenge (Legal Period for Challenge – Lapse of Time)

A Challenge to the Supreme Court shall be filed within forty (40) days, commencing the day following the issuance of the judgment, in accordance with Articles 242 and 204 of the Civil and Commercial Procedures Law. Failure to comply with this period shall require the Challenge to be dismissed for lapse of time.

Challenge No. 1150/2020, Session dated 02/11/2021

Appeal (Statement of Appeal – Payment of Fee – Period)

The statement of appeal shall be submitted within the statutory period, which is not related to the date of payment of the fees that may be paid subsequent to the submission of the statement of appeal.

Failure to pay such fees at the time of submission does not invalidate the appeal. Therefore, the appeal is formally accepted when it is filed within the statutory period.

Challenge No. 1110/2020, Session dated 11/01/2022

Motion to Reopen Pleadings – Trial Court (Discretion to Reopen Pleadings) – Legal Action (Reserved for Judgment - Submission of Documents)

As per the rulings of the Supreme Court, a motion to reopen pleadings is not a litigant's inherent right requiring automatic acceptance. Rather, it falls within the discretion of the Trial Court that is not obligated to grant such a motion if the papers of the legal action involve sufficient evidence to form its conviction and render a judgment therein. Furthermore, documents submitted after a legal action has been reserved for judgment are permissible only if the court has authorized their submission and the litigant has reviewed them.

Challenge No. 913/2020, Session dated Tuesday, 14/12/2021

Motions (Ancillary Action – Incidental Requests – Fees – Collection of Fees – Effects).

The non-collection of fees payable on an ancillary action or incidental requests therein is a matter within the purview of the court's clerk. Non-payment of the same does not render such motions null or inadmissible, nor does it prevent the court from considering and adjudicating them. The relevant legal principle states that a financial violation in the performance of an act does not invalidate that act unless the law expressly prescribes invalidity as a consequence of the said violation.

Challenge No. 803/2020 – Session dated Tuesday, 30/03/2021

Aviation (Shipping – Compensation)

Pursuant to Article 158 of the Commercial Law, one of the essential particulars to mention in the bill of lading is to specify the value of the goods, as the shipper will charge special fees based on the declared value, which differs from standard fees. A mere customs declaration of the value of goods is irrelevant to the bill of lading, and does not substitute for the required specification therein. The value of valuable goods shall be specified in the bill of lading, so that the shipper may review the same and charge the applicable fees accordingly. Consequently, Article 208 of the Commercial Law shall apply, whereby goods are deemed ordinary cargo, given that no value was declared in the bill of lading. As a result, compensation shall be calculated based on the weight in kilograms.

Challenge No. 58/2021 – Session dated 16/11/2021

Exceptional Circumstance (Conditions – Referral – Retirement) – Retirement Referral (Exceptional Circumstance) – Law (Application of Article 159 of the Civil Transactions Law)

Retirement referral does not constitute a general, exceptional, and unforeseeable event at the time of contract. Rather, it shall be deemed a specific or individual event, contrary to Article 159 of the Civil Transactions Law, which stipulates that the exceptional event be of a general and unforeseen nature.

Challenge No. 587/2020 – Session dated Tuesday, 05/01/2021

Consideration (Agreement – Binding Effect – Supervision – Independence – Intention)

A contract, validly formed, is a legally binding agreement between the contracting parties, and either party may not solely rescind or amend it. A judge, whose function is confined to interpreting the contract provisions, may not refer to the parties' intention. Furthermore,

misapplication of those provisions is misapplication of the law, which is a matter subject to supervision by the Supreme Court.

Challenge No. 423/2017, (A) Session dated Monday, 09/03/2020

Consideration (Agreement – Binding Effect – Supervision – Independence – Intention)

A contract, validly formed, is a legally binding agreement between the contracting parties, and either party may not solely rescind or amend it. A judge, whose function is confined to interpreting the contract provisions, may not refer to the parties' intention. Furthermore, misapplication of those provisions is misapplication of the law, which is a matter subject to supervision by the Supreme Court.

Challenge No. 423/2017, (A) Session dated Monday, 09/03/2020

Late Payment Charge (Debt – Contract - Execution)

The legislator affords a creditor the right to receive agreed-upon late payment charge (LPC) on a loan upon the debtor's default of payment at maturity, for the duration of the delay, regardless of whether the loan is commercial or personal. The aforementioned Article only provides for a general provision regarding loans; therefore, it cannot be restricted or limited except by an explicit exception or condition. It is legally established that a contract, validly formed, is a legally binding agreement between the contracting parties, and either party may not solely rescind or amend it. A judge, whose authority is confined to interpreting the contract provisions, may not refer to the parties' intention. Furthermore, misapplication of those provisions is misapplication of the law, which is a matter subject to supervision by the Supreme Court.

Challenge No. 430/2018, (B) Session dated Tuesday, 05/11/2019

Contract (Nullity – Effects) – Law (Application of Article 203 of the Civil Transactions Law)

Upon a declaration of nullity of the contract, the same shall be deemed void ab initio, and all rights, obligations, and effects arising thereunder shall be extinguished as between the contracting parties and with respect to third parties. The parties shall be bound to restore the status quo ante, including the mutual restitution of any funds transferred pursuant to the void contract. Such restitution shall be effected in accordance with the principle [Recovery of payment made by mistake] as prescribed under Article 203 of the Civil Transactions Law, which stipulates that "any person who receives payment that was not due to him must compensate the aggrieved party for any lost profits and consequential damages."

Challenge No. 447/2020 – Session dated Tuesday, 19/01/2021

Contract (Agreement – Loan – Interest – Central Bank)

The relationship of the parties shall be governed exclusively by the terms of the loan agreement, which, in the present case, does not stipulate any applicable interest rate. Consequently, the Respondent may not be held liable for any such amounts, as the agreement constitutes a binding and enforceable contract between the parties. The periodic circulars issued by the Central Bank serve solely to prescribe the maximum permissible interest rates applicable to banking institutions and do not impose any mandatory minimum rates. Accordingly, parties remain free to negotiate interest rates below such thresholds. In light of the foregoing, the Respondent cannot be compelled to pay interest where no such obligation was expressly undertaken under the terms of the agreement.

Challenge No. 746/2018, (B) Session dated Tuesday, 31/12/2019

Contract (Administrative – Definition)

An administrative contract is an agreement entered into by a public legal entity for the management or operation of a public service, and characterized by an intent to apply public law principles, as evidenced by the inclusion of clauses uncharacteristic of private law contracts.

Challenge No. 545/2017, (A) Session dated Monday, 06/01/2020

Contract (Elements – Nullity – Effects)

Where a contract satisfies its essential elements of mutual consent, subject matter, and lawful cause, it shall be deemed valid and shall have the legal effects intended by the contracting parties, save where the law expressly provides for its nullity based on considerations of public interest, as an exception to the principle of autonomy of will. In such instances, the limitations prescribed by law must be adhered to. However, the right to invoke nullity is restricted to the party for whose benefit it was established, except in cases where the nullity concerns public order.

Challenge No. 535/2020, Session dated Tuesday, 23/02/2021

Contract (Investment – Contractual Interest)

The investment contract is an agreement concluded under the principle of autonomy of free will, including terms and obligations unfettered by legal constraints save those contrary to public order or morality. In this context, it aligns with the Quranic Verse: *'O you who have believed, fulfill [your] contracts'* (Quran 5:1), and the legal maxim that the contract is legally binding agreement between the contracting parties. This rationale prevails because specific provisions within the Civil Law do not govern investment contracts, as they do not constitute nominate contracts for which the law prescribes defined rules. Consequently, each party possesses the autonomy to stipulate terms as deemed appropriate, which are binding provided

they are lawful and do not contravene public order or morality. It is pertinent to note, however, that exceptional circumstances may arise during the execution of the contract. The court retains the inherent authority to equitably balance the interests of the contracting parties.

Accordingly, the trial court may deduct or adjust the proportion of the agreed-upon interest rate or amount, thereby achieving a balance between the stipulated rate and the benchmark rate issued annually by the Ministry of Trade and Industry in coordination with the Central Bank, while also taking into account the specific circumstances and nature of the investment. The fundamental objective of investment remains the engagement in capital appreciation with the ultimate aim of generating profits.

Challenge No. 1060/2021, Session dated 21/12/2021

Contract (Obligation - Restitution - Compensation)

The Respondent is obligated to return the vehicles and equipment acquired under the aforementioned sale contract. However, since the documents of the legal action indicate that said vehicles and equipment have been depreciated, rendering restitution in their original delivered condition impossible, the Respondent shall instead provide fair compensation in accordance with the principle of [Recovery of payment made by mistake].

Challenges Nos. 1037 & 1058 of 2018, (B) Session dated Tuesday, 12/05/2020

Contract (Obligation – Validity – Rescission)

A contract, validly formed, is a legally binding agreement between the contracting parties, and either party may not solely rescind or amend it. A judge, whose function is confined to interpreting the contract provisions, may not refer to the parties' intention. Furthermore,

misapplication of those provisions is misapplication of the law, which is a matter subject to supervision by the Supreme Court.

Challenge No. 214/2019, (B) Session dated Tuesday, 18/02/2020

Contract (Lease – Effects – Rental Value on Quantum meruit (the amount one deserves) Basis)

Article 552 of the Civil Transactions Law provides, "The lessee must restore the leased premises at the termination of the lease term to the lessor in status quo ante at the time of delivery of the same. If he has unlawfully retained said thing in his possession, he shall be obliged to pay the sum on quantum meruit (the amount one deserves) basis to the lessor and must compensate for the damage."

Challenge No. 683/2019, (A) Session dated Monday, 14/09/2020

Contract (Lease – Benefit – License – Non-Approval – Termination)

The refusal by the Ministry of Health to grant approval for the use of the leased premises as a hospital renders the lease agreement unenforceable, and it becomes impossible to utilize the leased premises for its designated purpose due to the decision of the competent authority.

Challenge No. 837/2019, (B) Session dated Tuesday, 01/09/2020

Contract (Commercial – Statute of Limitation)

If a contract is established as commercial, all obligations arising therefrom shall lapse upon expiration of the limitation period prescribed under Article 92 of the Commercial Law.

Challenge No. 70/2019, (A) Session dated Tuesday, 22/10/2019

Contract (Application - Governing Law)

The contract is a legally binding agreement between the contracting parties, governing their relationship pursuant to the terms and conditions thereunder. The court is bound to enforce these terms and conditions upon both parties as it would enforce statutory law, without authority to disregard or modify the same. Failure to do so constitutes a violation of the evidence established under papers and consequently, a misapplication of the law.

Challenge No. 526/2019, (B) Session dated Tuesday, 05/11/2019

Contract (Interpretation - Trial Court)

The court is bound to adhere to the clear and unambiguous expressions and terms of the contract, without deviating therefrom through interpretation to ascertain the parties' intent. It must consider the contract's provisions in their entirety, rather than relying on isolated clauses. Where the trial court's interpretation of the contested contract or clause is legally tenable, such interpretation is not subject to challenge before the Court of Cassation.

Appeal No. 1034/2018, (B) Session dated Tuesday

Contract (Fault - Execution)

The contract is a legally binding agreement between the contracting parties. When it is validly formed, it acquires binding force upon both parties to execute their respective obligations. Consequently, a debtor's failure to perform contractual obligations or a delay in performance beyond the agreed term constitutes a contractual fault.

Force Majeure (Definition - Agreement)

Articles 172 and 177 of the Civil Transactions Law do not furnish a precise definition of force majeure, stipulating solely that: Article 172

requires the performance of the obligation to become impossible, while Article 177 considers force majeure to be among foreign causes beyond the debtor's control. The definition and procedures pertaining to force majeure as agreed upon by the parties shall be binding on them.

Trial Court (Jurisdiction of Evidence Assessment)

The trial court has full jurisdiction to understand the facts of legal action, assess the evidence therein, and weigh the proofs. When it includes and responds to defense in the legal action, it negates any allegations of infringement upon the rights of the defense, or deficiency in reasoning.

Law (Compensation - Notice to Debtor - Special System)

Pursuant to Article 265 of the Civil Transactions Law, compensation shall not become due except after a notice is served to the debtor, unless otherwise provided thereof. This requirement is established for the debtor's benefit. Consequently, it must be invoked before the trial court, and shall not be raised for the first time before the Supreme Court.

Plea (Condition of Interest)

If it is established that the appellant has no legal interest in the plea, it must be disregarded and rejected.

Ancillary Action (Procedures for Filing – Joinder of Parties – Nullity – Public Order)

Pursuant to Article 123 of the Civil and Commercial Procedures Law, the legislator has provided two options for the parties, either to file an ancillary action through submission thereof to the court's clerk, or to present an incidental request orally during the session in the presence of the other litigant. If the latter is absent, the ancillary

action shall necessarily be filed following the standard procedures for initiating a legal action. Furthermore, under Article 117 of the same law, the procedural irregularity of the joinder does not ipso facto entail the nullity of the ancillary action. Instead, the utmost consequence is the inadmissibility of the same against the joined party.

Article 117 of the same law stipulates that the joinder of a party possessing the legal capacity to be joined necessitates adherence to the standard procedures for initiating a legal action prior to the scheduled session date. In addition to satisfying the general prerequisites for the joinder of a party and the requirement of a nexus between the joinder request and the original legal action, the third party must be formally summoned according to the standard procedures for initiating a legal action prior to the scheduled session date. Pursuant to Article 67 of the same law, this entails the service of a writ of summons upon the intended third party before the session date, ensuring the fulfillment of all procedural requirements of statements of legal actions, and the attendance at the designated session. Non-compliance with the same entitles the joined party to raise an objection at any stage of the proceedings, contesting the admissibility of the joinder on the basis of its contravention of public order.

Requests (Public Order – Judgment Ultra Petita (Ruling Beyond Parties' Requests) - Trial Court - Implied Request)

Pursuant to the provisions of Article 243 of the Civil and Commercial Procedures Law, both the parties and the Supreme Court may raise issues related to public order, even if the appellant has not explicitly invoked them in the statement of challenge, provided that the elements necessary for adjudication are present in the facts and documents previously submitted to the trial court. The determination of the parties' requests is based on what is explicitly requested in the pleadings, rather than what is implied, as no judgment may be

rendered in absence of a dispute, and no dispute exists without a properly instituted legal action. The court's obligation to adjudicate only on the claims presented by the parties stems from the judicial function itself, which is to adjudicate contested rights between disputing parties. Should the court exceed this scope, its ruling would be rendered on a matter not properly presented before it, thereby rendering the judgment fundamentally void and in violation of public order.

Jurisdiction (Omani Courts)

Pursuant to Article 30(b) of the Civil and Commercial Procedures Law, Omani courts shall have jurisdiction to consider legal actions filed against non-Omanis without domicile/residence in the Sultanate of Oman when: (i) the legal action concerns assets located in Oman; or (2) relates to obligations formed, performed, or requiring performance therein.

Compensation (Penalty Clause) - Agreement (Penalty Clause) - Trial Court (Discretion)

It is well established in judicial jurisprudence that creditor and debtor may agree in advance on the compensation due to the former in the event that the latter fails to fulfill or delays their obligation. Either of these circumstances constitutes grounds for entitlement to compensation. This is referred to as a [penalty clause], which the court must enforce within the discretion of the trial court, provided that the conditions for its applicability are met.

Compensation (Agreement – its Interest) – Interest (its Applicability to Compensation Amount)

The interest stipulated under Article 80 of the Commercial Law shall not apply to compensatory interest, which shall only be awarded if the debt is determinate at the time of the request. Thus, its amount is

based on established principles and is subject to estimation by the court at the time of the request as per its discretion of the harm suffered. Moreover, compensation may not be awarded on compensation, as this would result in unjust enrichment of one party at the expense of the other.

Challenges Nos. 573, 627, 631 & 632 of 2020, Session dated Tuesday, 02/11/2021

Contract (Companies – Old Law – Sanction) – Old Law (Scope of Application) – Nullity (Public Order – Effects)

If a contract was concluded under the Old Companies Law, the provisions of Article 5 thereof shall apply, which impose the sanction of nullity on any legal act intended to attract capital. The sanction of nullity is linked to public order and represents one of its highest manifestations. Therefore, the trial court shall raise it naturally, even if it was not invoked by the litigants.

Challenge No. 235/2020, Session dated Tuesday, 02/02/2021

Contract (Rescission – Restitution of Status Quo)

Pursuant to Article 171 of the Civil Transactions Law, the court shall, in the event of the annulment or rescission of a contract, order that the contracting parties shall be restored to their status quo ante prior to the date of the contract. Violation of this legal requirement warrants quash of the judgment.

Challenge No. 992/2021, Session dated 31/05/2022

Contract (Relativity – Effect)

As per the rulings of the Supreme Court, it is established that Article 162 of the Civil Transactions Law stipulating, "The contract shall not incur any obligation to a third party but it may grant him a right

thereof," indicates that the principle of relativity of the contract governs its binding force in terms of both persons and subject matter. Consequently, the effects of the contract are limited to its parties, their general or special successors, or creditors, within the limits prescribed by law. Thus, the rights and obligations arising from the contract shall apply exclusively to the contracting parties.

Subcontracting Agreement

It is legally established that the relationship between the main contractor and the subcontractor is that of an employer and a contractor, governed by the subcontracting agreement.

Challenge No. 188/2021, Session dated 26/10/2021

Lease Contract (Elements – New Requirement)

Article 4 of the Tenancy Law introduces a new legal requirement for residential, commercial, and industrial properties, thereby establishing an additional requirement for the valid formation of a lease contract. This requirement mandates the registration of the lease contract using the prescribed form as a condition precedent for its validity and enforceability before any official authority. This rule pertains to public order, and courts must apply it ex officio (by itself).

Challenge No. 187/2019, (A) Session dated Monday, 09/03/2020

Lease Contract (Termination – External Cause – Compensation)

The appellant's claim for compensation predicated upon the termination of the lease contract and the alleged loss of anticipated profits is without merit. The termination did not arise from any fault attributable to the respondent but rather occurred by operation of law due to the supervening impossibility of utilizing the leased premises as a hospital, a consequence of an external cause.

Challenge No. 837/2019, (B) Session dated Tuesday, 01/09/2020

Lease Contract (Benefit – License – Non-Approval – Termination)

Given the respondent's inability to benefit from the leased premises as a consequence of the Ministry of Health's refusal to authorize its use as a hospital, such non-approval results in the termination of the lease contract by force of law.

Challenge No. 837/2019, (B) Session dated Tuesday, 01/09/2020

Sale Contract (Commercial Register – Defects in Consent "Deceit")

The seller's failure to disclose the existence of pre-existing debts encumbering the property at the time of contract—debts which, had the buyer been aware thereof, would have precluded him from entering into the contract—evidences the seller's bad faith and fraudulent intent to deceive the buyer. This entitles the buyer to elect either to await the discharge of said debts or to rescind the sale and claim restitution of the purchase price.

Challenge No. 1177/2017, (A) Session dated Tuesday, 01/10/2019

Insurance Contract (Loss – Breach of Trust – Third Party)

An insurance contract covering loss or damage extends to damages caused by the employees of a company, even if such acts constitute breach of trust, as long as the company has entered into an insurance contract against loss or damage, considering that such employees are regarded as third parties.

Challenge No. 80/2021, Session dated 09/11/2021

Financing Contract (Interest – Recalculation of Interest)

Where a financing company applies interest to the principal loan amount from the inception of the contract and distributes said interest across the installments due throughout the financing period, it may not claim recalculation of that interest on the outstanding

balance, as the company would charge interest twice, and this is impermissible.

Challenge No. 842/2020, Session dated 26/10/2021

Contracting Agreement (Subcontracting – Validity – Liability)

A main contractor may lawfully enter into an agreement with a subcontractor, provided that the property owner's written consent is obtained. However, the main contractor shall be liable for the work and services performed by the subcontractor.

Challenge No. 869/2018, (A) Session dated Monday, 02/03/2020

Maritime Transport Contract (Period for Filing a Legal Action)

Legal actions arising from a maritime transport contract shall be subject to a peremptory time bar of two years, commencing from the date of delivery of the goods or the scheduled date for their delivery. This limitation period is absolute, not subject to interruption, and pertains to public order, thereby obligating the court to apply it ex officio (by itself). Furthermore, the contracting parties may not agree on a period other than this statutory period, by reducing it.

Challenge No. 455/2018, (A) Session dated Tuesday, 08/10/2019

Maritime Transport Contract (Consignee – Obligation to Notify – Written Notice) – Law (Application of Article 255 of the Maritime Law)

Article 255 of the Maritime Law imposes an obligation upon the consignee to provide the carrier with written notice should the cargo owner or consignee assert that goods have sustained damage or loss. This provision delineates three scenarios, as follows. First Paragraph: The consignee is required to notify the carrier in writing of any damage or loss no later than the business day following the date of the delivery of goods to the consignee. Absent such notice, the delivery shall constitute prima facie evidence that the carrier has

delivered goods in accordance with the description in the bill of lading, implying their receipt in good order and condition. Second Paragraph: Where a joint inspection or examination of goods is conducted by both the carrier and the consignee at the time of delivery to the consignee, there is no need for written notification. Third Paragraph: If the damage or loss is not outwardly apparent, the consignee shall submit a written notice to the carrier within fifteen consecutive days following the date of the delivery of goods to the consignee.

Challenge No. 829/2020, Session dated Tuesday, 16/11/2021

Trademark (Definition – Distinctiveness – Criteria – Protection)

As per the rulings of the Supreme Court, it is well established that the purpose of a trademark is to serve as a means of distinguishing products and goods. This purpose is achieved by ensuring a clear distinction among trademarks used for similar goods to prevent confusion and deception among consumers. To determine whether a trademark possesses a unique and distinctive character, it must be assessed as a whole, rather than by analyzing its individual elements separately. The decisive factor is the overall impression created in the consumer's mind by the combination of letters, symbols, or images, and the form in which the trademark appears, regardless of its individual components or whether some elements are shared with another mark. The test is based on the perception of an average consumer with ordinary caution and attention, rather than that of a specialized expert. It is further established in the rulings of the Supreme Court that the protection of a trademark or industrial mark is not merely about eliminating similarities between marks. Rather, it serves as a mechanism used by traders and manufacturers to identify their products and distinguish them from those of others. This protection benefits both producers and consumers. Additionally, the Supreme Court has ruled that a trademark encompasses anything used to distinguish products or services, indicating that they belong to the trademark owner due to their manufacture, production,

commercial use, or offering for sale. A trade name, if innovative, may qualify as a trademark or a part thereof. Any individual or entity wishing to use a trademark to distinguish their products or services shall apply for its registration with the competent authority.

Trademark (Ownership – Registration – Use) – Proof (Presumption)

A person who registers a trademark shall be considered its exclusive proprietor, provided that such registration is accompanied by genuine use of the trademark within the five years subsequent to the date of registration. However, should it be established that another party had prior use of the trademark, the earlier user shall have the right to challenge the validity of the registration within the aforementioned five-year period. Notwithstanding the foregoing, a trademark registration may be contested at any time if it is proven that the registration was effected in bad faith. Accordingly, trademark proprietorship does not vest solely by virtue of registration. Registration, in and of itself, does not create a proprietary right in the trademark, as such a right accrues from its genuine use in trade. Registration merely establishes a rebuttable presumption that the registrant was using the trademark at the time of registration, thereby relieving them of the burden of proving such use from that date. However, this presumption may be rebutted by any party who can adduce evidence of prior genuine use of the trademark antedating the registration date, thereby establishing their rightful proprietorship. Nevertheless, should the registrant, in turn, adduce evidence demonstrating that their genuine use of the trademark predates that of the appellant, their proprietorship shall be upheld.

Challenge No. 99/2021, Session dated Tuesday, 22/11/2021

Trademark (Registration - Industrial Proprietorship)

Pursuant to Article 36(1) of the Industrial Property Rights Law, the registration of a trademark in its country of origin does not, in and of

itself, confer trademark protection within the Sultanate of Oman. The registration of a trademark in multiple foreign countries likewise does not grant protection within the Sultanate of Oman. Similarly, the possession of an international registration certificate issued by the World Intellectual Property Organization (WIPO) does not automatically confer such protection. As mandated by the Madrid Agreement Concerning the International Registration of Marks, particularly Article 3(ter), the Appellant must designate the specific country or countries in which protection is sought. The principle of registration priority serves as a mechanism for resolving disputes concerning trademark proprietorship, as the right is mechanically conferred upon the party that successfully registers the contested trademark. Registration establishes the registrant's legal standing in a clear and conclusive manner, thereby precluding conflicts regarding trademark proprietorship.

Challenge No. 582/2021, Session dated 15/03/2022

Trademark (Protection – Legal Effects) - Law (Application of Article 36(1)) of the Trademarks Law)

As a general rule, Article 36(1) of the Trademarks Law states that "the exclusive right to a trademark is acquired through registration in accordance with the provisions of this law." However, an exception to this principle is established under Article 6(2) of Royal Decree 33/2017 Promulgating the Trade Mark Law (System) of the Cooperation Council for the Arab States of the Gulf and was ratified by the Sultanate of Oman. The said Article stipulates, "The person who has registered the mark and has the priority to use the mark may request the court of jurisdiction to cancel this registration within five years of the registration date, unless it is established that the use of such mark is expressly or impliedly approved by the one who registered same in its name." This signifies that the law confers upon the prior user of a trademark legal protection and the right to preclude third parties from registering it or to petition for its cancellation if registered without

their knowledge and consent. This principle is further substantiated by Article 36(9) of Law No. 67/2008.

Challenge No. 281/2020, Session dated Tuesday, 02/03/2021

Trademark (Priority – Registration Rights)

The prior registrant of a trademark shall possess a preferential right thereto, contingent upon the genuine use of the trademark.

Challenge No. 828/2020, Session dated Tuesday, 15/06/2020

Defect (Industrial – Emergent)

The defect does not qualify as an industrial defect but rather as an emergent defect that can be remedied, as concluded in the report on pages (9 and 10), as previously indicated. Therefore, no legal basis exists for the termination of the contract; instead, the appellant's recourse is limited to demanding the rectification of the defect in accordance with the test report. Accordingly, the judgment requires to be revoked.

Challenge No. 720/2018, (B) Session dated Tuesday, 15/10/2019

Defect/Flaws in Judgment (Flaws in Substantiation)

A judgment is marred by flaws in substantiation when the court draws a conclusion from a fact that could only lead to that conclusion with a degree of possibility, and bases its judgment on this flawed inference.

Challenge No. 239/2020, Session dated Tuesday, 09/11/2021

Interest (Credit Card – Agreement)

If the parties have not agreed on the applicable interest rate, no basis shall exit for ruling thereon, especially since credit card agreements are banking transactions that require mutual agreement on all terms thereof, including interest, under the court's supervision.

Challenge No. 549/2018, (A) Session dated Tuesday, 01/10/2019

Interest (Request – Ancillary – Challenge)

A claim for interest constitutes an ancillary request to the principal claim and is distinct from the arbitration clause. While this reasoning may provide a valid basis for challenging judgments rendered by ordinary courts, it does not constitute grounds for the nullification of an arbitral award.

Challenge No. 1144/2018, (B) Session dated Tuesday, 24/12/2019

Reopening Pleadings (Conditions)

Pursuant to Article 168 of the Civil and Commercial Procedures Law, if the court deems it necessary to reopen pleadings for a substantial reason, such as the request for an essential document in the legal action or issuing a preliminary ruling to appoint an expert, the court's clerk shall notify the parties of this reason. If such notification is not served, any subsequent ruling shall be relatively void, rather than absolutely void.

Challenge No. 930/2021, Session dated 24/05/2022

FIDIC (Rules – Contracting – Deviation)

The FIDIC rules are not deemed to be of a nature pertaining to public order. Consequently, the contracting parties possess the autonomy to deviate from these rules within their contracting agreement, in accordance with their mutual consent. The principle of *pacta sunt servanda (a contract is binding upon contracting parties)*, which recognizes the contract as a legally binding agreement between the contracting parties, is applicable in such instances, thereby permitting the parties to disregard FIDIC provisions should they so elect.

Expert (Conditions –Contracting Agreement – Compliance)

An appointed expert shall strictly adhere to the terms of the contracting agreement between the parties, which does not include

an arrangement on the calculation of delay penalties as per the Unified Building Law.

Challenge No. 319/2020, Session dated Tuesday, 23/03/2020

Judge (Recusal – Disqualification)

As per the rulings of the Supreme Court, it is legally established that the grounds for judicial disqualification and the circumstances under which a judge may be recused from session a legal action are set forth under Articles 142 and 144 of the Civil and Commercial Procedures Law. The provisions thereof shall be interpreted restrictively, and no extension or analogical application is permitted. Pursuant to Paragraph (d) of Article 142 indicated above, a judge is disqualified from session a legal action—and is prohibited from presiding over it, even if none of the parties seek recusal—if the judge, their spouse, any of their relatives or in-laws within the line of descent, or any person for whom the judge serves as an agent, guardian, or trustee has an interest in the pending legal action. The underlying principle of the said Paragraph indicates that the decisive factor in disqualifying a judge in this context is the existence of a legal interest or status that may be affected by the judgment in the legal action. The provision does not require that any of the aforementioned persons be a formal party to the litigation. Rather, it suffices that the legal action initiated before the judge is brought by or against any of the persons specified under the aforementioned Article, provided they have a vested interest in the outcome thereof—even if such interest is not apparent due to their not being named as a party in the legal action. The rationale for this principle is that the existence of such an interest on the part of the judge, their spouse, or any of the persons previously mentioned—even if they are not parties to the legal action — undermines judicial impartiality, thereby rendering the judge unsuitable to adjudicate the subject matter of the legal action.

Challenge No. 47/2021, Session dated Tuesday, 29/03/2022

Execution Judge (Jurisdiction)

An execution judge may not revisit matters already adjudicated by the executive instrument, as doing so would encroach upon the underlying substantive right. The execution judge may not undermine the res judicata of the final judgment, which must be executed immediately. Consequently, the execution judge may not grant the judgment debtor a period of respite for payment of the due amount nor allow him to pay by installments unless the judgment creditor consents to the same, and in the cases provided for in law or in cases of absolute necessity and on condition that the creditor suffers no serious damage, as per Article 84 of the Commercial Law.

Challenge No. 903/2018, (A) Session dated Tuesday, 03/12/2019

Execution Judge (Installment Payments – Exception) – Executive Instrument – Judgment (Res Judicata)

As per the rulings of the Supreme Court, it is legally established that an execution judge may not revisit matters already adjudicated by the executive instrument. He may not grant the judgment debtor a period of respite for payment, that is not stated under the executive instrument, unless the two parties agree upon the same. Any deviation from this rule infringes upon the substantive right and undermines the res judicata of judgments. As an exception, the execution judge may allow installment payments in cases of absolute necessity and on condition that the judgment creditor suffers no serious damage.

Challenge No. 61/2021, Session dated Tuesday, 22/03/2022

Law (Applicability – Law on Simplified Procedures)

Pursuant to Article 20(2) of 2020 stipulating, "the provisions of the preceding paragraph shall not apply to the disputes and legal actions that have been adjudicated, or the legal actions that have been postponed for issuing a verdict. The judgments issued thereon shall

remain subject to the rules regulating the appeal/challenge methods applicable before the effective date of this Law." This means that such cases remain subject to the general rules stipulated in the Civil and Commercial Procedures Law regarding appeals and challenges, whether through cassation or appeal courts, in accordance with Article 2 of the new Law. Article 2 provides that the provisions of the Civil and Commercial Procedures Law shall apply in matters not specifically addressed in this Chapter, provided they do not contradict its provisions. Accordingly, the procedural rules introduced by Law No. 125/2020 shall not apply to cassation or appeal proceedings concerning judgments issued in the legal actions specified under Article 1 thereof, unless the court of first instance rendered its decision after the new law came into effect.

Challenge No. 527/2021, Session dated Tuesday, 04/01/2022

Law (Application – Misapplication)

It is established in jurisprudence and judiciary that misapplication of the law occurs when: (i) there exists a legal rule expressly applicable to the dispute adjudicated by the contested judgment; and (ii) the judgment was rendered in contravention of that legal rule.

Evidence (Court – Reliance – Flaws in Substantiation)

A court may not base its judgment on evidence that is either legally inadmissible or inherently unreliable as a matter of substantive law, such that it cannot serve as a valid premise for judicial substantiation. Consequently, such evidence shall be disregarded in the court's inductive analysis. If the court nevertheless relies on such evidence in its reasoning, the judgment shall be marred by flaws in substantiation.

Challenge No. 1050/2020, Session dated Tuesday, 13/07/2020

Law (Interest – Agreement – Credit Card – Contractual Necessity)

Pursuant to Article 80 of the Commercial Law, while a creditor shall have the right to charge interest in exchange for the procurement by the debtor of a loan or commercial debt, such interest must be expressly agreed upon by both parties within the limits set by the Ministry of Commerce & Industry, in agreement with the Oman Chamber of Commerce & Industry. If a credit card agreement does not specify any interest rate, the issuer shall have no right to claim interest on the outstanding debt. The Central Bank of Oman's Circular No. 1096 dated 20/05/2010 does not independently justify charging interest on credit card balances. The Circular merely sets a cap on interest rates for credit card facilities—18% annually for individuals who transfer their salaries to the bank and 20% annually for others. For this cap to apply, both parties must have expressly agreed on the interest rate, which must not exceed the specified cap. This aligns with the regulatory role of the Central Bank, as stipulated under Article 14 of the Banking Law No. 114/2000, which authorizes the bank to issue regulations governing interest rates charged by financial institutions.

Challenge No. 1102/2019, Session dated Tuesday, 09/11/2021

Law (End-of-Service Gratuities and Pensions for Employees of the Diwan of Royal Court) – Attachment (Bank Balance – Salaries – End-of-Service Gratuity)

As per the rulings of the Supreme Court, it is established that the protection granted by Royal Decree No. 56/2019 regarding End-Of-Service Gratuities and Pensions for Employees of the Diwan of Royal Court, as stipulated in Article 8 thereof, shall apply only before these entitlements are disbursed to the employee. Before disbursement, the entitlements may be attached while still held by the employer. After disbursement, once the funds have been paid out, the protection shall no longer apply, and they become private assets subject to attachment, regardless of the debt's nature, the creditor,

or the debt amount. Disbursement may be made by actual receipt when the employee physically receives and collects their entitlements, or by constructive receipt when the amount is transferred to a bank account. Once the funds are deposited into a bank account, they lose their classification as a pension, end-of-service gratuity, or retirement allowance. Instead, they merge into the bank balance, which can be attached, as bank account rights consolidate into a single, attachable balance.

Challenge No. 109/2021, Session dated Tuesday, 22/11/2021

Law (Simplification of Procedures – Challenge – Date of Initiating a Legal Action)

According to Article 26 of the Executive Regulations of the Law on the Simplification of Litigation Procedures, the date of initiating a legal action electronically shall be determined by the date of payment of the prescribed fee.

Challenge No. 1375/2021, Session dated Tuesday, 14/06/2022

Law (Application – Constitutionality)

Courts may not refuse to apply a legal provision unless it has been repealed or declared unconstitutional by the competent authority.

Challenge No. 562/2018, (B) Session dated Tuesday, 05/11/2019

Law (Interpretation – Dumping – Statute of Limitations – Civil – Commercial)

While excessive dumping, inference, and exaggeration of legal texts are unjustifiable if they distort the intended meaning thereof, rigid adherence to their literal wording without analysis or examination is equally undesirable, as it may disregard the true intent of the

legislator. Therefore, the interpretation of legal provisions must ensure that it fulfills their intended purpose and effectiveness. This requires interpreting legal provisions in harmony with one another, assigning each provision the meaning dictated by the law as a whole. In cases of conflicting provisions, the later-in-time shall prevail. Applying this principle, it becomes clear that the legislator's intent was to exempt non-merchants (the respondent) dealing with merchants (the appellant) from being subject to the ten-year prescription period for commercial claims under Article 92 of the Commercial Law. This limitation period shall apply only to commercial obligations arising from mutual commercial transactions between merchants themselves, and not to others. This conclusion is derived from the contrary implication of the provision, which necessarily restricts the application of the provisions under Article 13 of that Law to contractual obligations between the two merchants alone exclusively, without extending its provisions further.

Challenge No. 810/2020, Session dated Tuesday, 13/04/2020

Law (New – Effective Date - Non-Retroactivity)

The provisions of laws shall govern solely events occurring subsequent to their effective date and shall not have retroactive application to prior occurrences unless expressly stipulated otherwise within the legislative text. This principle entails that a new law shall not apply to transactions concluded or legal situations established prior to its entry into force. Rather, such transactions and situations shall remain subject to the law in force at the time of their occurrence, in strict adherence to the fundamental principle of the non-retroactivity of laws.

Challenge No. 1015/2019, (A) Session dated Tuesday, 12/12/2019

Loan (Interest – Condition)

An agreement on default interest (penalty interest) is subject to the condition that it does not exceed the maximum limit set by the Ministry of Commerce and Industry.

Challenge No. 757/2018, (A) Session dated Tuesday, 03/12/2019

Judiciary (Arbitral – Judicial – Jurisdiction)

The judgment is marred by misapplication of the law when it ruled that the judicial courts had jurisdiction over the legal action rather than arbitral tribunals. This is because the primary subject of the legal action was a provisional measure related to the appointment of an expert or a committee of experts to inspect and assess the value of the work completed by the appellant. Such a provisional measure does not affect the rights of the parties but rather serves only to establish factual evidence. It does not encroach upon the contractual rights of the parties, which remain in dispute. Furthermore, Omani Law grants parties to arbitration the right to seek interim or precautionary orders from the competent court under Article 9 of the Arbitration Law, regardless of whether the arbitration proceedings have commenced or not.

Force Majeure (Liquidity – Availability – Invalidity)

The lack of liquidity on the part of the appellant to complete construction shall not constitute a case of force majeure as legally recognized.

Challenge No. 724/2020, Session dated Tuesday, 25/05/2020

Force Majeure (Central Bank – Circular)

The Central Bank issued a directive on 15/03/2021, mandating that banks, financing companies, and deferred payment financing

institutions grant a twelve-month (12) grace period, commencing from the date of termination of employment, for all existing and future cases, and defer loan installments for employees whose salaries were reduced for six months until the end of September 2021, with the explicit provision that no interest or profits shall accrue during the said grace period. This directive was promulgated based on decisions issued by The Supreme Committee to Combat Covid-19. This directive constitutes a case of force majeure, and non-compliance therewith is deemed a contravention of the law, warranting the annulment of the judgment.

Challenge No. 444/2021, Session dated Tuesday, 12/10/2021

Force Majeure (Rain – Wind)

Rainfall and wind do not constitute force majeure or a sudden unforeseen event, as they are foreseeable occurrences and not events beyond reasonable anticipation.

Challenge No. 617/2018, (A) Session dated Tuesday, 05/11/2019

Force Majeure (Condition – Cause – Avoidance – Control)

The establishment of force majeure necessitates the fulfillment of three essential conditions: firstly, the event must be unforeseeable; secondly, it must be absolutely unavoidable; and thirdly, it must be beyond the control of the appellant.

Challenge No. 89/2019, (A) Session dated Monday, 17/08/2020

Force Majeure (Liquidity – Availability – Invalidity)

The lack of liquidity on the part of the appellant to complete construction shall not constitute a case of force majeure as legally recognized.

Challenge No. 724/2020, Session dated Tuesday, 25/05/2020

Suretyship (Invalidity – Effects – Contract)

The invalidity of a suretyship does not render the loan contract void, nor does such invalidity extend to the contract itself. The contractual obligations and effects shall remain in force between the contracting parties.

Challenge No. 101/2018, (A) Session dated Monday, 02/03/2020

Suretyship (Commercial – Creditor – Guarantor – Claim)

Suretyship is the joining of two liabilities to perform an obligation, and it is established by an offer and acceptance between the grantor and the creditor. Article 238 of the Commercial Law stipulates that sureties shall be jointly and severally liable among themselves and with the debtor. The creditor shall have the option of claiming against the debtor should he so wish or against the grantor should he so wish. By claiming against one, he shall not forfeit his right to claim against the other. Hence, after claiming against one, he may claim against the other and may claim against both.

Challenge No. 343/2018, (A) Session dated Monday, 17/02/2020

Suretyship (Transfer – Liability)

The appellant shall be liable for the debt under the suretyship provided for the indebted company, because the sale of the appellant's share in the company, regardless of its size, to another person has no impact on the validity or enforceability of the suretyship contract. Consequently, since the contested judgment held the appellant liable based on the suretyship contract rather than on the basis of partnership, the judgment is legally sound. Therefore, the grounds presented in the statement of challenge are incorrect, and lack merit.

Challenge No. 970/2019, Session dated Tuesday, 02/02/2020

Suretyship (Transfer – Liability)

The appellant shall be liable for the debt under the suretyship provided for the indebted company, because the sale of the appellant's share in the company, regardless of its size, to another person has no impact on the validity or enforceability of the suretyship contract. Consequently, since the contested judgment held the appellant liable based on the suretyship contract rather than on the basis of partnership, the judgment is legally sound. Therefore, the grounds presented in the statement of challenge are incorrect, and lack merit.

Challenge No. 970/2019, Session dated Tuesday, 02/02/2020

Electricity (Water - Power - Violation - Compensation – Authority - Dispute Resolution - Jurisdiction)

Article 124 of the Electricity and Water Sector Regulatory Law empowers the authority to intervene and resolve disputes between sector stakeholders and subscribers. It grants the authority the discretion to take necessary and appropriate measures to protect the interests of subscribers and affected parties by removing violations and compensating for damages. However, the law does not confer upon the authority the power to alter or nullify rights by exempting subscribers from paying for electricity consumption accrued over previous years.

Challenge No. 1149/2018, (A) Session dated Monday, 09/03/2020

Store (Trademark – Scope) – Law (Application of Article 37 of the Trademarks Law)

Article 37 of the Trademark Law stipulates that a store must comprise a set of movable assets, including both tangible and intangible elements, such as goods, commercial furniture, industrial machinery,

clients, trade name, lease rights, trademarks, trade labels, patents, licenses, drawings, and models. This implies that a trademark shall be considered an intangible component of the store. Consequently, the sale of a share in the appellant company shall encompass all rights of the seller within that share, including the trademark.

Challenge No. 281/2020, Session dated Tuesday, 02/03/2021

Advocacy (Former Judge – Practice – Profession – Limitation – Position – Judiciary – Legal Profession)

Pursuant to Article 7 of the Advocacy Law, a person who has held a judicial position for at least ten years may only practice law before the Supreme Court or the Courts of Appeal. However, this prohibition does not extend to lawyers working at their firm or any other lawyers acting under a power of attorney issued by that firm. The prohibition set forth in the said Article is personal and applies exclusively to the lawyer who previously served as a judge for at least ten years, without affecting other lawyers.

Challenge No. 187/2019, (A) Session dated Monday, 09/03/2020

Attorney (Submission of Power of Attorney) – Power of Attorney (Submission) – Challenge (Submission of Power of Attorney) – Public Order – Law (Application of Article 244 of the Civil and Commercial Procedures Law)

As per the rulings of the Supreme Court, the provision of Article 244 of the Civil and Commercial Procedures Law requires the attorney representing the appellant to submit the power of attorney to the court's clerk office. Failure to comply with this requirement is a matter of public order, resulting in the rejection of the challenge.

Challenge No. 1107/2021, Session dated Tuesday, 28/06/2022

Document (Forgery – Validity – Subject Matter – Judgment)

A court may not issue a single judgment t that simultaneously determines the validity or invalidity of a document, or rules on the preclusion of the right to prove its authenticity, while also rendering a decision on the substantive merits of legal action. Instead, the determination of the document validity, rejection, or the forfeiture of the right to prove its authenticity must precede the ruling on the subject matter of the legal action. In accordance with Articles 29, 30, and 33 of the Evidence Law, the trial court shall schedule the earliest possible session before ruling on the merits of the legal action, allowing the parties to present their arguments and defenses therein.

Challenges Nos. 660/2020 & 643/2020, Session dated Tuesday, 09/03/2020

Document (Copy – Probative Value)

As per the rulings of the Supreme Court, it is established that copies of private documents, whether handwritten or photocopied, possess no inherent probative value and are inadmissible as primary evidence. Such copies may only serve as a secondary reference to the original, duly signed document, provided the original's existence is established. In such instances, the original document shall constitute the primary proof. However, in the absence of the original document, a photocopy thereof is inadmissible as evidence if its authenticity is contested by a litigant, particularly as it lacks the signature of the purported originator. Consequently, a photocopy of a document holds no probative force when its authenticity is contested.

Trial Judge (Authority - Evidence - Disclosure)

As per the rulings of the Supreme Court, it is established that although the trial judge has the authority to assess the evidence provided in the legal action and infer the facts therefrom, this discretionary power is

contingent upon the trial judge disclosing the sources of such evidence and their substantive content. The trial judge shall also ensure that such evidence has a proper basis within the documents of the legal action, and logically supports the conclusion reached. Should a judgment be predicated upon a fact derived from a non-existent source, or from an extant source that contradicts the conclusion drawn, or from a source that, while not contradicting the conclusion, renders the deduction of such a fact impossible, this shall constitute a flaw in substantiation.

Challenge No. 1096/2021, Session dated 22/02/2022

Court (Trial Court - Expert - Investigation)

The Trial Court did not address this matter as the core reasoning of its judgment, despite the fact that referring the legal action to investigation—given the respondent's denial of signing the invoices—could have altered the right opinion on the legal action. Since the Trial Court did not consider the appellant's request and failed to refer the legal action for investigation in light of the above, its contested judgment is marred by deficiency in reasoning and violation of the right of defense.

Challenge No. 1002/2019, Session dated Tuesday, 03/11/2020

Court (Expert - Referral - Non-compliance)

The evaluation of expert works falls under the absolute jurisdiction of the Trial Court, provided it is based on sound principles.

Challenge No. 821/2019, (B) Session dated Tuesday, 12/05/2020

Court (Defense – Addressing Defense - Understanding)

It is insufficient for the court merely to address a litigant's defense; it must also comprehend the fundamental purport thereof to ensure that its response is commensurate with the facts of the defense. For a judgment to be deemed invalid on such grounds, the defense that the court disregarded or addressed without thorough scrutiny must be of substantive merit, such that its proper consideration could potentially alter the correct determination of the legal action. If the defense lacks substantive merit, the court's disregard in responding thereto or any misapprehension in its understanding thereof or response thereto shall not invalidate its judgment.

Challenge No. 836/2019, (B) Session dated Tuesday, 01/09/2020

Court (Decision - Acknowledgment - Examination – Closure of Legal Action - Public Prosecution)

If the court fails to examine the significance of an acknowledgment and does not scrutinize the same to apply the proper legal principle thereon, this constitutes a deficiency in the contested judgment. Additionally, the court merely relied on the conclusion reached by the public prosecution—specifically, the closure of the legal action—asserting that such a decision does not benefit the appellant. However, the appellant's argument is based on the clear and explicit acknowledgment made by the respondent, not on the prosecution's decision. This constitutes a flaw in substantiation that warrants the annulment of the judgment.

Challenge No. 652/2019, (A) Session dated Tuesday, 01/06/2020

Court (Duties – Disregard)

Should the court disregard to discharge its legally mandated duties and powers, and abstain from taking the necessary decisive measures

to ascertain the truth and resolve the dispute between the litigants, such disregard renders its judgment susceptible to annulment.

Challenge No. 408/2019, (B) Session dated Tuesday, 04/02/2020

Court (Trial Court - Expert - Investigation)

The Trial Court did not address this matter as the core reasoning of its judgment, despite the fact that referring the legal action to an investigation—given the respondent's denial of signing the invoices—could have altered the right opinion on the legal action. Since the Trial Court did not consider the appellant's request and failed to refer the legal action for investigation in light of the above, its contested judgment is marred by deficiency in reasoning and violation of the right of defense.

Challenge No. 1002/2019, Session dated Tuesday, 03/11/2020

Court (Duties - Pleas - Understanding - Response)

One of the court's primary duties is to scrutinize the litigants' defenses, understand their intent, and then apply the law accordingly—whether the defense is presented through oral pleadings, written submissions, or documents submitted as evidence. It is insufficient for the court merely to address a litigant's defense; it must also comprehend the fundamental purport thereof to ensure that its response is commensurate with the facts of the defense. For a judgment to be deemed invalid on such grounds, the defense that the court disregarded or addressed without thorough scrutiny must be of substantive merit, such that its proper consideration could potentially alter the correct determination of the legal action. If the defense lacks substantive merit, the court's disregard in responding thereto or any misapprehension in its understanding thereof or response thereto shall not invalidate its judgment.

Challenges Nos. 1037 & 1058 of 2018, (B) Session dated Tuesday, 12/05/2020

Court of Appeal (Request for Joinder of Parties - Inadmissibility)

It is inadmissible to request the joinder of a third party for the first time before the Court of Appeal for the purpose of holding them liable for the original claims of the legal action. However, such joinder shall be permissible if the third party is introduced for the purpose of submitting a document that is material to the legal action.

Challenge No. 821/2019, (B) Session dated Tuesday, 12/05/2020

Court of Appeal (Judgment - Nullity - Statement of Claim - Effects) – Law (Application of Article 228 of the Civil and Commercial Procedures Law) – Appeal Judgment (Ruling on Nullity - Referral)

If the court of appeal rules that the statement of claim presented before the court of first instance is null and void, it shall not proceed to examine the merits of the legal action. Instead, it shall limit its decision to declaring the nullity. If the court of appeal proceeds beyond this and addresses the substance of the legal action, its judgment would be issued in the absence of proper legal proceedings. This conclusion shall not be affected by the provisions of Article 228 of the Civil and Commercial Procedures Law. It stipulates, "If the appealed judgment was issued on the merits of the legal action and the court considering the appeal finds that there has been an aspect of nullity as to the judgment or a procedural invalidity that has affected the judgment, it shall decide that the judgment be set aside and adjudicate on the legal action." However, this provision shall not extend to legal actions where the nullity pertains to the legal service of the statement of claim itself.

Challenge No. 749/2020, Session dated Tuesday, 02/02/2021

Supreme Court (Decision – Department of Challenge Examination - Challenge)

Judgments or decisions rendered by the Supreme Court during the examination stage shall not be subject to challenge, as this stage constitutes the ultimate level of litigation. No legal recourse exists for challenging these decisions, whether by way of a request for review, a petition for reconsideration, or a claim for annulment thereof. Consequently, any challenge seeking annulment shall be dismissed as inadmissible.

Challenge No. 2/2019, (B) Session dated Tuesday, 18/02/2020

Supreme Court (Cassation – Adherence)

The court is obligated to adhere to the judgment of the Court of Cassation regarding any legal matter that has been explicitly considered and adjudicated upon with intent and clarity. Such a judgment shall acquire the binding authority of res judicata within the scope of the specific legal matter(s) decided. Consequently, when the referring court re-examines the legal action, it shall not interfere with or deviate from this binding authority of res judicata. Beyond this limitation, the parties shall revert to their respective positions prior to the issuance of the annulled judgment, and they shall be entitled to present new defenses and pleas, with the exception of rights that have been forfeited. The referring court shall retain full discretion in assessing all aspects of the legal action based on the evidence and documents presented before it. However, in doing so, the court shall be bound by the reasoning requirements for judgments, as specified under Articles 170 and 172 of the Civil and Commercial Procedures Law.

Challenge No. 981/2018, (A) Session dated Wednesday, 15/01/2020

Supreme Court (Function)

The primary function of the Supreme Court is to ensure the correct application of the law. A violation, misapplication, or misinterpretation of the law shall occur if the court has applied a law or a provision thereof that is not applicable, applied the legal provision to the facts of the legal action erroneously, or misunderstood the legal provision.

Challenge No. 185/2016, (A) Session dated Tuesday, 04/02/2020

Trial Court (Litigants - Defense - Evidence - Obligation)

The Trial Court shall not be obligated to draw the litigants' attention to the requirements of their defenses, instruct them to present evidence, or request documents in support of their claims. Furthermore, the court shall not be required to address each argument and allegation raised by the litigants independently.

Challenge No. 1171/2018, Session date Tuesday, 12/01/2021

Trial Court (Authority - Understanding - Fact)

The Trial Court shall have full authority to collect and understand the facts of the legal action; to examine, assess and compare the evidence and documents provided therein; and to prefer whatever it deems convincing. It shall not be obligated to accept the parties' requests for a referral to investigation, to obligate them to present evidence in support of their defense, or to respond to every document they submit. However, it shall establish the truth to which it has been convinced and render its judgment based on reasonable grounds established under the legal action papers and are sufficient to support such judgment. The court shall not be bound to follow or separately respond to the litigants' different statements, arguments and requests, so long as the established facts, which are convincing to the Trial Court along with stated evidence, include an implicit response

that invalidates those statements, arguments or requests to the contrary.

Challenge No. 214/2019, (B) Session dated Tuesday, 18/02/2020

Trial Court (Authority in Understanding the Facts and Assessing the Evidence in the Legal Case)

As per the rulings of the Supreme Court, it is legally established that understanding and assessing the facts of the legal action are factual matters that fall within the discretion of the Trial Court as long as it renders its judgment based on reasonable grounds established under the legal action papers.

Income Tax (Law Firms)

If a law firm operates as a branch of a foreign company engaged in legal practice and consultancy services in the Sultanate of Oman, both locally and internationally, the revenue generated from such activities shall be considered professional income subject to taxation. Consequently, the work performed by lawyers and consultants, whether they are affiliated with the firm, contracted with it, or non-residents in the Sultanate, shall fall within the scope of professional activities as defined under Articles 28 and 29 of the Income Tax Law promulgated by Royal Decree No. 28/2009, as well as Article 6 of the Executive Regulations thereof. Accordingly, the fees they receive are derived from professional activities and are therefore taxable. Under no circumstances can these fees be considered as deductible expenses.

Challenge No. 248/2021, Session dated Tuesday, 23/11/2021

Trial Court (Request for an Expert – Decline)

No fault shall attach to the Trial Court for declining the appellant's request to appoint a committee of experts or another expert to

examine the subject matter of the legal action and the payments made to the respondent, as long as the Trial Court has found in the expert reports and documents of the legal action sufficient grounds to form its opinion. Furthermore, the Trial Court has addressed this matter in the reasoning of its judgment, and therefore, no violation of the right to defense has occurred. Accordingly, the challenge raised against the contested judgment is factually baseless, and requires to be dismissed.

Challenge No. 954/2019, (B) Session dated Tuesday, 12/05/2020

Court (Fact - Reveal - Disclosure - Onerous Obligation - Onus)

The court may, even by itself, undertake all truth-revealing actions and may direct any administrative authority to furnish, in writing, requisite information and documents for the proper conduct of the legal proceedings, provided that such action does not prejudice public interest, in accordance with Article 22 of the Law of Evidence in Civil and Commercial Transactions. This enables the court to determine whether the requisite conditions of this doctrine (premised upon exceptional circumstances and their potential impact on the appellant) are satisfied. Accordingly, contingent upon the specific circumstances and after due consideration of the competing interests of the parties, the court may reduce an onerous obligation to reasonable limits by alleviating the debtor's burden so as to facilitate fulfillment of the obligation. The court has absolute discretion in this regard, as it may determine, that the circumstances do not constitute onus, or conversely, may determine that such an onus exists and consequently impose the appropriate legal effect, which must be observed.

Challenge No. 1186/2020, Session dated Tuesday, 25/05/2020

Commercial Store (Sale – Commercial Register)

Pursuant to Article 8 of the Commercial Register Law, the sale or transfer of a commercial store shall be registered in the commercial register within one month from the date of the sale or transfer thereof. In this regard, the legislator has not solely prescribed a formal contract for the sale of the commercial store but has further stipulated that its validity is contingent upon its registration within the aforementioned statutory period.

Challenge No. 1067/2018, (A) Session dated Tuesday, 29/10/2019

Debtor (Payment – Delay – Interest)

If the debtor delays payment at maturity, the creditor shall have the right to claim the agreed-upon late payment charge (LPC) for the duration of the delay. The legislator affords a creditor the right to receive agreed-upon LPC on a loan upon the debtor's default of payment at maturity, for the duration of the delay, regardless of whether the loan is commercial or personal.

The aforementioned Article only provides for a general provision regarding loans; therefore, it cannot be restricted or limited except by an explicit exception or condition.

Challenge No. 1108/2018, (B) Session dated Tuesday, 05/11/2019

Legal Matter (Legality – Interpretation)

As per the rulings of this court, it is established that the term 'legal matter' as referenced in Article 260 of the Procedures Law denotes any issue that has been submitted to the Supreme Court and upon which it has deliberately and explicitly formulated an opinion within the confines of that specific issue.

Challenge No. 217/2019, Session dated Tuesday, 13/10/2020

Consumer (Protection – Supplier – Warranty)

The law imposes an obligation upon the supplier to provide warranty services, encompassing repair, maintenance, replacement, or monetary restitution. The trial court's determination to order replacement and award compensation is legally sound, as the prolonged deprivation of the product from the buyer negatively affects their mobility and that of their family, particularly where the vehicle has become an indispensable element of daily life.

Challenge No. 1134/2018, (B) Session dated Tuesday, 24/12/2019

Liability (Judgment – Annulment – Review – New Argument)

If the contested judgment has ruled on the appellant’s liability, it shall attain the authority of res judicata within the limits of that subject matter thereof. Consequently, the appellant may not reintroduce arguments regarding the lack of legal capacity in the legal action or deny liability towards the respondent.

Challenge No. 217/2019, Session dated Tuesday, 13/10/2020

Liability (Contractor – Engineer – Joint Liability)

Pursuant to Article 34 of the Transactions Law, the engineer and the contractor shall be jointly liable for a period of ten years in respect of any total or partial collapse of buildings or other permanent constructions undertaken by them, even if such collapse arises from a defect in the land itself or notwithstanding the employer's approval of the construction of defective structures. This liability shall further extend to any defects in the aforementioned buildings or constructions that compromise their structural strength and safety.

Challenge No. 1031/2020, (A) Session dated Monday, 17/08/2020

Interest (Company – Liquidation – Ancillary Action)

The plea for incapacity is factually baseless as against the appellant, given that the request for the dissolution and liquidation of the company would prejudice the interests of the partners initiating the ancillary action. The necessity of safeguarding their rights establishes the existence of a legitimate interest, thereby satisfying the requisite legal conditions for capacity. Consequently, this plea also requires to be dismissed.

Challenge No. 1192/2019, (B) Session dated Tuesday, 21/04/2020

Set-Off (Judicial – Request – Submission – Procedures – Litigation – litigant)

Although Article 125 of the Civil and Commercial Procedures Law permits the defendant to lodge incidental requests, including a request for a set-off, Article 123 of the same Law stipulates that such incidental requests – whether submitted by the plaintiff or the defendant – must be brought before the court through the customary procedures for the commencement of legal actions prior to the designated session date. Alternatively, they may be presented orally during the session, provided that the other litigant is present and such submission is formally recorded in the minutes of the session.

Challenge No. 469/2020, (A) Session dated Monday, 28/09/2020

Set-Off (Judicial – Conditions)

For a judicial set-off to be operative, a reciprocal relationship between the debts shall be requisite, whereby each party concurrently occupies the position of both debtor and creditor vis-à-vis the other. The mutual debts shall extinguish each other through the mechanism of set-off. Furthermore, the debt asserted in set-off shall be undisputed, certain as to its existence and unequivocally established as a liability of the debtor, and be of a certain amount. The satisfaction

of both these conditions shall be imperative, as set-off operates as a form of compulsory discharge of payment obligations, and a debtor may not be compelled to settle a disputed or indeterminate debt.

Challenge No. 1270/2020, Session dated Tuesday, 23/03/2020

Contractor (Consultant – Joint Liability – Liability)

The contractor and the consultant shall be jointly liable for a period of ten years in respect of any total or partial collapse of the buildings they have constructed. This liability shall further extend to any defects in the aforementioned buildings or constructions that may impair their structural strength and safety, thereby ensuring the stability and durability of the construction for a period of ten years following delivery.

Challenge No. 125/2020, Session dated Tuesday, 08/06/2021

Contracting Agreement (Delay – Penalty)

A delay penalty or a penalty clause within a contracting agreement shall be, in essence, a pre-estimation of the compensation payable for any delay in completion or delivery of a project. Such contractual compensation shall serve as a predetermined measure of the debtor's liability for the fulfillment of their obligation. The contested judgment ruled to compensate the appellant within the limits of the expenses incurred in relation to the project.

Challenge No. 160/2019, (B) Session dated Tuesday, 24/12/2019

Contracting Agreement (Defects – Joint Liability)

Pursuant to Article 634 of the Civil Transactions Law and Article 22 of the Royal Decree 27/2016 Promulgating the Law Regulating the Work of Engineering Consultancy Offices, the legislator holds the contractor and the consultant designer jointly liable for any defects in the

construction, even where such defect is attributable to the land upon which the project is built.

Challenge No. 806/2021, Session dated 16/11/2021

Consultant Engineer (Liability) – Contracting Agreement (Warranty – Joint Liability) – Liability (Contractor – Engineer)

A consultant engineer shall be jointly liable, with the contractor, for defects that appear in a project designed by him or executed under his supervision for a period of ten years, even if an agreement to the contrary exists, in accordance with Articles 634 and 636 of the Civil Transactions Law.

Challenge No. 591/2021, Session dated Tuesday, 29/03/2022

Sole Proprietorship (Personal Liability – Assignment of Debt)

A sole proprietorship is directly appurtenant to its proprietor, who is legally deemed a merchant. The proprietor maintains direct privity with the business's clientele, accrues all its profits, and bears personal liability for all its obligations and debts owed to third parties. The subsistence of the sole proprietorship is wholly contingent upon its proprietor, and its financial standing remains directly correlated thereto. Accordingly, should the proprietor dispose of the sole proprietorship through sale or dissolution, they remain liable for its outstanding debts. These debts do not devolve upon a new proprietor unless there is a specific agreement with the creditor effectuating a valid assignment of debt. The rights of the merchant against their clientele do not automatically vest in the purchaser solely by virtue of a sale agreement. Consequently, the seller remains liable for the debts of the sole proprietorship, even where the sale agreement stipulates the transfer of the sole proprietorship together with its rights and obligations, unless the creditor explicitly consents to the assignment of debt.

Challenge No. 226/2021, Session dated 28/12/2021

Maritime Carrier (Liability – Extended Liability)

The liability of the maritime carrier shall subsist until the consignee takes delivery of the goods in the sound condition as described in the bill of lading.

Challenge No. 773/2019, Session dated Tuesday, 22/06/2021

Public Order (Omani Courts – Jurisdiction)

Pursuant to Articles 29 and 30 of the Civil and Commercial Procedures Law, Omani courts shall have jurisdiction over legal actions filed against Omani nationals who do not have a domicile or residence in the Sultanate of Oman. Omani courts shall also have jurisdiction over legal actions filed against non-Omanis who have a domicile or residence in the Sultanate of Oman, as well as legal actions pertaining to obligations that arose, were performed, or were stipulated to be performed within the Sultanate of Oman, or concerning declarations of bankruptcy issued therein. This jurisdictional competence is a matter of public order and, therefore, may not be altered by agreement.

Challenge No. 652/2021, Session dated 20/10/2021

Cassation (Referral – Adherence – Reason – Legal Matter – Violation)

The court to which the legal action is referred shall adhere to the judgment of the Supreme Court regarding the legal matter, upon which it has rendered a decision. Given that the said legal matter has attained the authority of res judicata, the referral court may not deviate from the judgment of the Supreme Court for any reason whatsoever.

Challenge No. 305/2019, (A) Session dated Monday, 09/03/2020

Cassation (Referral – Res Judicata – Judgment – Panel – Different)

Pursuant to Article 260(2) of the Civil and Commercial Procedures Law, when a judgment is contested and the legal action is referred back to the same court that rendered the contested judgment for reconsideration by a different panel, that court shall be bound to adhere to the judgment of the Supreme Court on the legal matter it has determined. In this context, the term 'legal matter' denotes any issue that has been submitted to the Supreme Court and upon which it has deliberately and explicitly formulated an opinion. Consequently, the judgment of the Supreme Court shall attain the authority of res judicata within the limits of the legal issue(s) decided, precluding the referral court from contravening this binding authority when re-examining the legal action.

Challenge No. 243/2020, (A) Session dated Monday, 31/08/2020

Maritime Transport (Carrier's Liability)

The maritime carrier shall be obligated to achieve a specific outcome, namely the transport of the cargo from the shipping port to the destination port and its delivery to the consignee in an intact condition and within the agreed-upon period. Consequently, the carrier shall be liable for any failure to achieve this outcome, including the loss, shortage, damage, or delayed delivery of the cargo. This liability shall only be waived if the carrier proves that non-performance of the obligation was due to one of the exceptions stipulated under Article 252 of the Maritime Law.

Challenge No. 829/2020, Session dated Tuesday, 16/11/2021

Maritime Transport (Carrier – Obligation – Liability)

The carrier's obligation shall be duly discharged upon transporting the cargo to the port of destination and delivering it to its owner or consignee in an intact condition and within the agreed-upon period. The carrier shall be liable for any failure to achieve this outcome,

including the loss, shortage, damage, or delayed delivery of the cargo. This liability shall only be waived if the carrier proves that non-performance of the obligation was due to an external cause beyond its control, such as force majeure, the shipper's fault, an inherent defect in the cargo, or a fault of third party, as specified under Article 252 of the Maritime Law, which delineates the grounds for exemption from liability for the loss or damage of the cargo.

Challenge No. 185/2016, (A) Session dated Tuesday, 04/02/2020

Air Transport (Air Ticket – Passenger – Negligence – No Liability)

A passenger who, due to negligence and carelessness, misses the rescheduled flight to their destination—especially after failing to raise any objection or measure to the airline's procedures following the cancellation of the original flight and agreed to be accommodated at a hotel and to return to the airport at the scheduled time for the alternative flight, shall, in both instances, be accountable for any harm sustained, as stipulated under Articles 19 and 20 of the Montreal Convention of 1999, thereby exonerating the airline from any liability.

Challenge No. 187/2020, Session dated Tuesday, 15/12/2020

Air Transport (Air Ticket – Contract – Obligation) – Montreal Convention (Application)

An air ticket shall constitute a contract of carriage by air. Accordingly, the airline undertook to transport the appellant from Sudan to Oman via Ethiopia, making the air transport contract international in nature. Given that the departure and arrival points are within the territories of two contracting States to the International Convention, with a stipulated stopover in the territory of another State, the provisions of the Montreal Convention shall be applicable to this case.

Challenge No. 187/2020, Session dated Tuesday, 15/12/2020

Provisional (Procedures – Jurisdiction – Judge – Res Judicata)

The exclusive jurisdiction over provisional or territorial procedures, as stipulated under Article 14 of the Arbitration Law, shall vest in the President of the Court of Appeal in Muscat, acting as the Judge of Urgent Matters. Consequently, an order on petition in the present legal action may not be challenged on the grounds of nullity based on the argument that it was issued by the President of the Court of Appeal as a single judge rather than by a three-judge panel. Given the interpretation of Articles 191 and 195, among others, of the Civil and Commercial Procedures Law concerning orders on petitions, provisional or territorial procedures shall fall within the jurisdiction of a single judge rather than a three-judge panel. The provisions of these Articles indicate that urgent matters shall be within the competence of the President of the Court of Appeal. Moreover, provisional or territorial rulings have temporary binding authority of res judicata.

Challenge No. 432/2019, Session dated Tuesday, 29/12/2020

Agency (Effective Period - Termination) – Law (Supremacy) - Ministerial Resolution (Contravention of the Law)

As per the rulings of the Supreme Court and pursuant to Articles 674 and 694 of the Civil Transactions Law, it is established that an agency does not have a fixed period unless a specific period of validity is stipulated therein, the purpose for which it was conferred has been fulfilled, or it is terminated by the death or loss of legal capacity of either the principal or the agent. Furthermore, Ministerial Resolution No. 175 of 2016 constitutes a regulatory instrument that does not supersede the provisions of the Law, nor does it possess retroactive effect. Accordingly, the judiciary may not intervene in the relationship between the principal and the agent concerning the agent's actions unless the principal expressly denies the agency.

Challenge No. 361/2021, Session dated Tuesday, 10/05/2022

Agency (Apparent Authority – Vicarious Liability)

In application of Article 196 of the Civil Transactions Law, which establishes the principle of vicarious liability, the relationship between the appellant and the respondent is established by virtue of the dealings conducted between the respondent and the individual employed by the appellant, who is deemed an agent with apparent authority.

Challenge No. 620/2019, Session dated Tuesday, 08/12/2020

Agency (Renewal – Execution – Continuation)

An agency, like any other contract, shall be deemed renewed upon the continued execution of its terms by both parties thereto.

Challenge No. 837/2019, (B) Session dated Tuesday, 01/09/2020

Agency (Capacity – Company)

Pursuant to Article 186 of the Commercial Companies Law issued under Royal Decree No. 18/2019, which states, "The chairman of the board of directors shall be the legal representative of the company before third parties and the judiciary. He shall be responsible for implementing the board's decisions and may delegate some of his powers to other board members. In his absence, the vice chairman shall assume his duties." Accordingly, the chairman of the board of directors shall be authorized to delegate certain powers to other members.

Challenge No. 244/2021, Session dated 09/11/2021

Agency (Apparent - Effects)

If the principal contributes—whether through action or omission—to creating an external appearance that misleads a third party acting in good faith who contracts with the agent, rendering such third party justified in believing that the agent had authority to act, then the third

party may invoke the effects of the transaction against the principal on the basis of apparent agency (agency by estoppel).

Challenge No. 117/2017, (A) Session dated Monday, 16/03/2020

Apparent Agency (Scope – Limits – Conditions)

For reasons of justice and in order to protect commercial transactions within society, the concept of apparent agency is recognized under the doctrine of ostensible authority, provided that the following conditions are met:

(i) Agent's Representation of the Principal – The agent must act on behalf of the principal, either by exceeding the limits of their actual authority, continuing to act as an agent after the termination of the agency, or acting without any valid agency at all;

(ii) Good Faith of the Third Party – The third party dealing with the agent must be in good faith, genuinely believing that the individual is an authorized agent or legal representative; and

(iii) Existence of an External Apparent Agency – There must be an external appearance of the agency attributable to the agent, which justifies the third party's reasonable belief that a valid agency relationship exists.

Challenge No. 413/2020, Session dated Tuesday, 09/03/2021

Oath (Wording – Abuse – Court)

The assessment of the arbitrary wording of a decisive oath is a matter of fact within the jurisdiction of the trial court. This determination thereof shall be derived from the circumstances of the legal action, provided that the court adequately justifies its judgment based on established evidence in the documents of the legal action.

Challenge No. 1304/2019, Session dated Tuesday, 13/10/2020

Decisive Oath (Administration – Perpetrator)

The decisive oath shall be directed to the actor directly involved in the disputed act. In this case, the individual who took the oath was present at the relevant place at the time of the alleged receipt of certain items and duly performed the oath as requested by the appellant. Accordingly, no fault can be attributed to them for doing so, and the matter is thereby settled. It is established that the obligation to take the oath does not fall upon a delegate but rather upon the actor who directly performed the act.

Challenge No. 136/2019, (B) Session dated Tuesday, 29/10/2019

Lease
Department

Eviction Matters (Proof – Vacating the Premises)

The burden of proof for vacating the premises shall vest in the tenant.

Challenge No. 10/2016 (Rent Department), Session dated Wednesday, 19/10/2016

Principle No. (249) - Judicial year (17-18)

Eviction (Reclaim – Conditions)

The right to reclaim the leased premises does not require identical characteristics between the leased premises and other similar premises within the same locality. It suffices that they share substantially similar features, notwithstanding variations in precise location or the number of units, provided that any material distinctions affecting the determination of rent are duly taken into account.

Challenge No. 196/2016 (Rent Department), Session dated Wednesday, 08/11/2017

Principle No. (262) - Judicial year (17-18)

Eviction – Lease Contract (Eviction – Urgent Need – Proof)

A landlord may seek judicial eviction of the leased premises prior to the expiration of the lease term if they possess the intention to occupy the premises personally or for the benefit of their spouse or first-degree relatives. The burden of proving the urgent need to occupy the premises shall vest in the landlord.

Challenge No. 155/2016 (Rent Department), Session dated Wednesday, 01/02/2017

Principle No. (260) - Judicial year (17-18)

Proof of Urgent Need

The urgent need justifying the eviction of the leased premises may be established by virtue of any legally recognized means of evidence.

Challenge No. 82/2014 (Rent Department), Session dated Wednesday, 14/01/2014

Principle No. (156) - Judicial year (13-14)

Testimony (Single Witness – Evidentiary Sufficiency)

The testimony of a single witness may not be relied upon as the sole basis for adjudication in a legal action, as it constitutes an incomplete form of evidence under both Sharia and statutory law.

Challenge No. 137/2016 (Rent Department), Session dated Wednesday, 04/01/2017

Principle No. (258) - Judicial year (17-18)

Extension of Rent

The extension of the lease shall constitute a continuation of the prior lease contract between the same parties, under the same terms and rent value, including the terms of payment and the obligations of both the landlord and the tenant.

Challenge No. 78/2014 (Rent Department), Session dated Wednesday, 21/01/2014

Principle No. (158) - Judicial year (15-16)

Rent (Non-Payment – Repeated Default)

The repeated failure of the tenant to pay rent is established if the subject matter of the current and previous legal actions is identical (eviction of the leased premises for non-payment of rent), and the

tenant previously avoided an eviction or expulsion court order in the prior legal action by paying the claimed rent during the proceedings. Such repeated non-payment is also deemed proven if the previous legal action was dismissed or abandoned, provided that the tenant's delay in rent payment is proven.

Challenge No. 129/2014 (Rent Department), Session dated Wednesday, 14/01/2014

Principle No. (159) - Judicial year (15-16)

Wages (Entitlement – Conditions)

An employee entitlement to wages is contingent upon performing work, being ready and willing to perform work, and voluntarily placing themselves at the employer's disposition, even in the absence of actual work performed. As the respondent did not render any services due to his dismissal by the appellant, who precluded him from the execution of his duties, his entitlement to wages shall persist.

Challenge No. 707/2018, Session dated 22/05/2019

Principle No. (56) - Judicial year (19)

Rent (Use and Enjoyment)

Rent is the consideration for the right to use and enjoy the leased premises. If the respondent is proven to have used the premises during the relevant period, the appellant is entitled to recover the corresponding rent. Since the contested judgment failed to adhere to this principle, it is flawed and requires to be annulled.

Challenge No. 27/2019, Session dated Wednesday, 03/06/2020

Principle No. (25) - Judicial year (20)

Rent (Judgment – Due Date)

A landlord may not be awarded rent for months that have not yet become due. Since the contested judgment contravened this principle, it requires to be annulled.

Challenge No. 98/2019, Session dated Wednesday, 09/10/2019

Principle No. (1) - Judicial year (20)

Rent (Payment – Delay – Interest – Usury)

The Court of Appeal upheld the Trial Court's judgment, which awarded rent along with a delay interest of 9% per day. However, such interest is not permissible under Sharia law, as not every harm warrants financial compensation based on the principle, "There should be neither harming nor reciprocating harm." There is no explicit legal provision authorizing compensation for delays in payment through the imposition of financial penalties, as stipulating interest on overdue rental payments constitutes riba al-nasi'ah (usurious interest on delayed payments). Allowing this form of interest would effectively provide an avenue for prohibited usury.

Challenge No. 78/2019, Session dated Wednesday, 11/03/2020

Principle No. (22) - Judicial year (20)

Procedural Matters

Failure to duly notify the parties of scheduled session dates and the date upon which the legal action is reserved for judgment shall result in the nullity of the judgment.

Challenge No. 98/2016 (Rent Department), Session dated Wednesday, 30/11/2016

Principle No. (255) - Judicial year (17-18)

Rent (Entitlement – Use and Enjoyment)

A prerequisite for a landlord's entitlement to rent is that the leased premises must be suitable for the intended purpose for which the lease contract was executed, as rent constitutes consideration for the tenant's ability to use and benefit from the premises. The contractual relationship is acknowledged by both parties, and there is no requirement for the courts to establish this relationship through a lease agreement registered with the relevant municipal authority. While the respondent correctly argues that Article 2 of Royal Decree No. 6/89 mandates the registration of lease contracts with the municipality within one month, and Article 4 of the same legislative instrument stipulates that unregistered lease contracts will not be recognized before official authorities, in the present matter, the lease relationship does not require proof by way of a contract or other evidentiary means, as its existence has already been admitted by both parties.

Challenge No. 56/2018, Session dated 09/01/2019

Principle No. (10) - Judicial year (19)

Rent (Receipt – Subsequent Periods – Payment – Deposit – Discharge of Obligation)

A receipt for rental payment pertaining to a specific period shall serve as evidence of payment for previous periods unless proven otherwise. If the lease contract does not specify a due date for rent payments, rent shall be payable at the commencement of each month, in advance. If the landlord refuses to accept rent or fails to designate a place for such payment, the tenant may deposit the rent in the landlord's name with the treasury of the competent court. The deposit receipt shall serve as conclusive proof that the tenant has discharged their payment obligation.

Challenge No. 145/2018, Session dated 08/05/2019

Principle No. (20) - Judicial year (19)

Lands – Jurisdiction – Administrative Judiciary – Ordinary Judiciary – Public Order – Judgment – Res Judicata – Conditions

As per the rulings of the Supreme Court, the allocation of jurisdiction between the ordinary judiciary courts and the administrative judiciary courts pertains to matters of public order. It is determined by an objective criterion predicated upon the intrinsic nature of the dispute. The administrative court has jurisdiction whenever the dispute is of an administrative character.

Challenge No. 158/2013 (Supreme Court – Rent Department), Session dated Wednesday, 26/02/2014

Principle No. (176) - Judicial year (13-14)

Jurisdiction (Local) – Litigating the Branch Office (Validity)

Since the incident occurred in Ibri where the appellant has a branch, jurisdiction shall vest in the Ibri Primary Court pursuant to Article 51(2) of the Civil and Commercial Procedures Law.

Challenge No. 297/2015, Session dated Monday, 09/11/2015

Principle No. (38) - Judicial year (15-16)

Notice of Eviction

Where a legal action for judicial eviction is predicated upon a notice previously submitted in an antecedent legal proceeding wherein a judgment was rendered for the renewal of the lease contract, such legal action shall be dismissed.

Challenge No. 146/2010 (Rent Department), Session dated Sunday, 09/01/2011

Principle No. (64) - Judicial year (11)

Notice

If the tenant fails to notify the landlord of their intention not to renew the lease contract at least three months prior to its expiration, the lease contract shall be automatically renewed for a similar term.

Challenge No. 102/2016 (Rent Department), Session dated Wednesday, 02/11/2016

Principle No. (252) - Judicial year (17-18)

Notice

A legally valid notice for the termination of a lease contract shall be issued in writing, as stipulated in Article 6 (bis)(1) of the Law on the Regulation of the Relationship between Landlords and Tenants of Residential, Industrial and Commercial Premises.

Challenge No. 35/2016 (Rent Department), Session dated Wednesday, 30/11/2016

Principle No. (256) - Judicial year (17-18)

Eviction (Reason for Eviction Request)

A court's interpretation that the demolition permit justifying eviction under Article 7(e) of the Rental Law must be the final permit issued by the competent authority is legally incorrect. Consequently, the judgment should be overturned.

Challenge No. 158/2010 (Rent Department), Session dated Tuesday, 08/02/2011

Principle No. (66) - Judicial year (11)

Eviction (Landlord's Personal Need)

A request for judicial eviction predicated upon the landlord's urgent need to personally use the leased commercial premises necessitates

that the landlord holds a valid license to conduct the same commercial activity as the tenant within the leased premises.

Challenge No. 45/2010 (Rent Department), Session dated Sunday, 27/02/2010

Principle No. (68) - Judicial year (11)

Eviction (Necessity for Using the Leased Premises)

As a general principle, a lease contract shall remain valid for the agreed-upon term. However, exceptions to this principle shall exist for the following legally specified circumstances. Firstly, the landlord urgently needs a residential unit for their personal use or for a first- or second-degree relative. Secondly, the landlord exclusively needs a commercial, industrial, or professional property, provided that the necessity is demonstrably urgent, compelling, and actual, as opposed to merely hypothetical or potential.

Challenge No. 10/2011 (Rent Department), Session dated Sunday, 12/06/2011

Principle No. (70) - Judicial year (11)

Urgent Necessity – Eviction

A claim for judicial eviction of leased property predicated upon the landlord's urgent necessity shall be substantiated by cogent documentary evidence that comports with the applicable legal framework.

Challenge No. 5/2014 (Rent Department), Session dated Wednesday, 05/11/2014

Principle No. (152) - Judicial year (15-16)

Eviction – Rent Payment

If the tenant settles overdue rent during the proceedings of the legal action for eviction filed by the landlord, such settlement shall preclude the issuance of an eviction judgment. However, should a subsequent legal action for judicial eviction be instituted due to the tenant's failure to pay the rent and the tenant thereafter settles the outstanding amount during the course of the second legal action, such payment shall not preclude the eviction judgment. The tenant's delay in payment is considered to be a pattern of unjustified procrastination without a justifiable legal reason.

Challenge No. 70/2014 (Rent Department), Session dated Wednesday, 05/11/2014

Principle No. (153) - Judicial year (15-16)

Appeal (Judgment – Cancellation – Return)

When the court of appeal cancels the appealed judgment, it shall return the legal action back to the court of first instance for a de novo adjudication by a differently constituted judicial panel, rather than examining the legal action and rendering a decision on the merits thereof of its own accord.

Challenge No. 117/2017 (Rent Department), Session dated Wednesday, 03/01/2018

Execution – Objection – Jurisdiction – Public Order)

A request for an objection before the execution court is classified as a provisional execution dispute, and the execution judge has jurisdiction over the same, regardless of the value of the dispute. This is a general and subject-matter (ratione materiae) jurisdiction related to public order.

Challenge No. 24/2013 (Supreme Court – Rent Department), Session dated Wednesday, 29/01/2014

Principle No. (172) - Judicial year (13-14)

Notice

Serving notice to legal entities, such as a company, utilizing the same procedures prescribed for natural persons is unlawful and shall result in the nullity of the service.

Challenge No. 103/2010 (Rent Department), Session dated Sunday, 05/12/2010

Principle No. (63) - Judicial year (11)

Company – Notice – Invalidity

The legislator has provided a specific provision governing the method of serving notices upon commercial companies that have legal personality, thereby differentiating it from the procedure applicable to service of notices upon natural persons when serving summons and other documents pertinent to the course of legal proceedings.

Challenge No. 1/2012 (Supreme Court – Rent Department), Session dated Tuesday, 20/11/2011

Principle No. (169) - Judicial year (13-14)

Rent – Use and Enjoyment – Proof

As per the rulings of the Supreme Court, rent is paid in exchange for use and enjoyment of the leased premises. However, where the tenant has failed to remit rent, the inability to utilize the leased premises must be attributable to the actions of the landlord. If the lack of enjoyment is caused by the conduct of the tenant, as is the case in the present legal action, the tenant remains obligated to pay the rent.

Challenge No. 184/2013 (Supreme Court – Rent Department), Session dated Wednesday, 26/03/2014

Principle No. (177) - Judicial year (13-14)

Lease of Endowment (*Waqf*) Property

The suspensive condition within a lease of endowment (waqf) property shall be observed in accordance with Article 599(1) of the Civil Transactions Law. Where a specific term of lease is agreed upon, it shall not be contravened.

Challenge No. 149/2014 (Rent Department), Session dated Wednesday, 14/01/2014

Principle No. (157) - Judicial year (13-14)

Lease (Termination of Lease Relationship – Notice – Beyond the statutorily Prescribed Period – Invalidity)

If a notice for termination of the lease relationship is issued is issued beyond the statutorily prescribed period under the Law on the Regulation of the Relationship between Landlords and Tenants, such notice shall be deemed to be without legal effect.

Challenge No. 112/2018, Session dated 13/02/2019

Principle No. (14) - Judicial year (19)

Lease (Notice – Knowledge – Eviction)

The operative consideration is the tenant's cognizance of the notice of eviction, rather than the means of service thereof.

Challenge No. 119/2018, Session dated 20/04/2014

Principle No. (18) - Judicial year (19)

Abandonment of Proceedings (Definition – Conditions – Forms)

Abandonment of proceedings refers to the plaintiff's renunciation of the legal action initiated and their declaration of intent to terminate its procedures prior to the rendition of a judgment on the merits thereof. Conditions: Abandonment shall be explicit and unambiguous, and the abandoning party shall have the legal or statutory capacity to make such a request. Forms: Abandonment may be effected in writing, orally on the minutes of the legal action, or inferred from the plaintiff's conduct during litigation procedures.

Challenge No. 106/2010 (Rent Department), Session dated Tuesday, 02/11/2010

Principle No. (61) - Judicial year (11)

Plea – Arbitration – Legal Action – Inadmissibility

The plea invoking the arbitration clause may be raised at any stage of the proceedings. It is a legal defense that divests the court of jurisdiction by virtue of the existence of a valid arbitration agreement. However, the contested judgment took an approach contrary to established legal principles, as it was marred by the misapplication and misinterpretation of the law, thereby warranting its annulment.

Challenge No. 137/2013 (Supreme Court – Rent Department), Session dated Wednesday, 29/01/2014

Principle No. (174) - Judicial year (13-14)

Arbitration – Legal Effect

A party shall invoke the arbitration clause before submitting any substantive requests in the legal action. Failure to do so shall result in the forfeiture of the right to arbitration, in accordance with Article 13 of the Arbitration Law promulgated by Royal Decree No. 48/1997.

Challenge No. 106/2014 (Rent Department), Session dated Wednesday, 21/01/2014

Principle No. (161) - Judicial year (15-16)

Interpretation of Contract – Characterization of Contract

The interpretation of a contract shall be governed by its clear and unambiguous terms; the court may not depart from this principle unless the contractual provisions are ambiguous. In such an instance, the court may interpret the contract by reference to the mutual intention of the contracting parties, provided that such interpretation does not distort the genuine substance of the contract as assented to by the parties. The legal characterization of the contract and the determination of the governing law shall fall within the sound discretion of the trial court adjudicating the merits. The court shall not be bound by the description ascribed to the contract by the parties; rather, it shall characterize the contract and apply the legal rules commensurate with its true nature.

Challenge No. 58/2014 (Rent Department), Session dated Wednesday, 05/11/2014

Principle No. (151) - Judicial year (15-16)

Judgment (Acceptance)

If the appellant voluntarily vacates the leased premises after filing the challenge but before being notified of the executive instrument, this shall not constitute a waiver or acceptance of the contested judgment. The rationale for this is that, for an acceptance to bar a challenge, it shall be unequivocally indicative of the appellant's consent to the judgment. If the acceptance is implicit, it shall be clearly and unmistakably indicative of the renunciation of the right to challenge.

Challenge No. 26/2010 (Rent Department), Session dated Sunday, 05/12/2010

Principle No. (62) - Judicial year (11)

Defense (Violation of the Right to Defense)

A court's acceptance of a litigant's memorandum during the pleadings while denying the other litigant's request for an extension to submit a response shall constitute a violation of the right to defense. The judgment is therefore subject to annulment.

Challenge No. 195/2010 (Rent Department), Session dated Tuesday, 15/02/2011

Principle No. (67) - Judicial year (11)

Plea – Contract – Arbitration

If the parties to a contract have agreed to an arbitration clause, the trial court shall dismiss the legal action, provided that the arbitration clause is invoked before any substantive request or defense is made, in accordance with Article 13 of the Arbitration Law.

Challenge No. 64/2016 (Rent Department), Session dated Wednesday, 19/10/2016

Principle No. (250) - Judicial year (17-18)

Legal Capacity of the Leased Property Buyer

A buyer of a leased property shall have capacity to file a legal action against tenants even if he is not a party to the original lease contract, as the buyer is considered a successor to the previous owner of the leased property.

Challenge No. 26/2010 (Rent Department), Session dated Sunday, 05/12/2010

Principle No. (62) - Judicial year (11)

Maintenance of the Leased Premises

The landlord is responsible for carrying out necessary repairs and maintenance to the leased premises, which, if neglected, would prevent the tenant from deriving the intended benefit therefrom. Improvements such as interior decoration and painting fall under the tenant's responsibility. The tenant shall further repair any damage resulting from improper use and shall restore the leased premises to the condition in which they were received from the landlord.

Challenge No. 253/2010 (Rent Department), Session dated Sunday, 27/02/2011

Principle No. (69) - Judicial year (11)

Maintenance

The landlord shall have the right to request a court order compelling the tenant to undertake necessary maintenance of the leased premises for any damage or deterioration arising from the inherent nature of the permitted use thereof.

Challenge No. 55/2014 (Rent Department), Session dated Wednesday, 05/11/2014

Principle No. (154) - Judicial year (15-16)

New Request

Adding a demolition reason to the grounds for an eviction request before a court of second instance does not constitute the submission of a new claim. The rationale for this is that, while the original subject matter of the claim remains unchanged, it is permissible to modify or supplement its legal basis.

Challenge No. 146/2010 (Rent Department), Session dated Sunday, 09/01/2011

Principle No. (64) - Judicial year (11)

Eviction Request – Condition

The landlord may seek judicial eviction for the demolition of the property, provided that the landlord shall obtain a demolition permit, duly notify the tenant, and provide a three-month notice if the demolition is necessitated by the property being structurally unsound, or a six-month notice if the demolition is intended for reconstruction. If an eviction order is issued without proper notice, it shall be subject to annulment. The court of second instance may rectify this procedural defect by granting the tenant the required notice period, unless the implementation of the notice is rendered impracticable due to the compelling urgency of the demolition.

Challenge No. 146/2010 (Rent Department), Session dated Sunday, 09/01/2011

Principle No. (64) - Judicial year (11)

Excuse – Fundamental Plea – Judicial Response

A plea predicated upon a legitimate impediment preventing a litigant's appearance before the court constitutes a fundamental plea that the court is duty-bound to examine and address. Should the litigant fail to adduce sufficient evidence substantiating the impediment, or should the court remain unconvinced of its validity, the court shall articulate its reasoning explicitly. Failure to do so shall render the ensuing judgment flawed by a violation of the right to defense.

Challenge No. 152/2013 (Supreme Court - Rent Department), Session dated Wednesday, 29/01/2014

Principle No. (173) - Judicial year (13-14)

Property (Leased – Handover – Refusal – Rental)

Where the landlord refuses to take possession of the property with the intention of claiming undeserved future rent, despite the tenant

having vacated the property on the agreed date, no further rent shall accrue, as rent is due only in exchange for actual use and enjoyment of the leased premises.

Challenge No. 191/2017 (Rent Department), Session dated Wednesday, 28/03/2018

Principle No. (267) - Judicial year (17-18)

Lease Contract (Commencement of Tenancy Relationship)

Upon the sale of a leased property, all existing lease obligations shall transfer to the buyer. Furthermore, the commencement date of the tenancy shall remain as originally agreed upon with the first landlord, not from the date when the property is transferred to the buyer.

Challenge No. 146/2010 (Rent Department), Session dated Sunday, 09/01/2011

Principle No. (64) - Judicial year (11)

Commencement of Tenancy Relationship - Interpretation

According to Article 6 bis of Royal Decree No. 72/2008, the tenancy relationship shall commence based on the initial contract signed between the landlord and tenant, not on the periodic renewals registered with the municipality. Any judgment rendered in contrary to this interpretation shall be subject to annulment.

Challenge No. 172/2010 (Rent Department), Session dated Tuesday, 08/02/2010

Principle No. (65) - Judicial year (11)

Lease Contract – Regulation – Documentation

The law exclusively specifies the legal procedures required for a lease contract to be officially recognized and legally binding. The parties

shall use the standard lease contract form, and register the contract with the municipality within the legal timeframe. Any informal lease contract not fulfilling these requirements shall be invalid.

Challenge No. 7/2013 (Supreme Court - Rent Department), Session dated Wednesday, 30/10/2013

Principle No. (171) - Judicial year (13-14)

Lease Contract – Termination – Notice – Public Order

The legislator mandates that for the termination of a lease contract, the landlord shall serve upon the tenant a written notice requesting the eviction of the leased premises and stating the landlord's intention not to renew the lease, at least three months before the lease contract expires. This requirement shall be considered a matter of public order.

Challenge No. 84/2013 (Supreme Court - Rent Department), Session dated Wednesday, 26/02/2014

Principle No. (175) - Judicial year (13-14)

Lease Contract – Obligations

A lease contract shall bind the landlord to grant the tenant the right to use and enjoy the leased premises for a specific period in consideration for an agreed-upon rent. The landlord shall deliver the leased premises in a tenantable condition suitable for its intended purpose.

Challenge No. 4/2016 (Rent Department), Session dated Wednesday, 19/10/2016

Principle No. (248) - Judicial year (17-18)

Lease Contract (Registration – Competent Authority)

Failure to register a lease contract with the competent authority shall not prevent the court from reviewing the legal action, provided that both the landlord and the tenant shall acknowledge the contractual relationship.

Challenge No. 40/2016 (Rent Department), Session dated Wednesday, 19/10/2016

Principle No. (251) - Judicial year (17-18)

Lease Contract – Termination – Eviction

Prior to the expiration of the lease contract, the landlord may request the tenant to evict the leased premises if the landlord personally requires the leased premises for commercial use by themselves, their spouse, or a first-degree relative.

Challenge No. 63/2017 (Rent Department), Session dated Wednesday, 08/11/2017

Principle No. (261) - Judicial year (17-18)

Lease Contract (Extension – Court – Rent – Increase)

The court may not compel the landlord to extend the lease contract without a rent increase, nor may it oblige the tenant to accept the rent increase demanded by the landlord. The contested judgment's conclusion to reject the request for a rent increase is legally flawed, as any ruling rejecting a rent increase—regardless of its amount—shall constitute a violation of the law. Consequently, the appellant shall suffer no damage from his challenge, given that the respondent has accepted the judgment issued by the court of first instance.

Challenge No. 60/2017 (Rent Department), Session dated Wednesday, 07/02/2018

Principle No. (264) - Judicial year (17-18)

Lease Contract (Uncertainty – Nullity)

The lease contract shall be deemed void due to vagueness in several aspects: (i) the agreement was verbal and not in writing, (ii) the start and end dates of the lease and its agreed upon term were not specified, (iii) the date when electricity was connected to the premises was unknown, and (iv) the contract only specified a monthly rent without further clarifications. Since the agreement between the parties lacks essential terms and conditions indicated above, it shall be considered null and void. Therefore, the situation shall revert to the status quo ante, requiring the annulment of the contested judgement.

Challenge No. 151/2017 (Rent Department), Session dated Wednesday, 21/03/2018

Principle No. (266) - Judicial year (17-18)

Law – Application – Lease – Multiplicity – Occupancy

Laws shall apply forthwith and directly to facts arising after their entry into force. Retroactive application thereof shall be prohibited, unless the law explicitly states otherwise in clear and unambiguous language.

Challenge No. 56/2012 (Supreme Court - Rent Department), Session dated Tuesday, 18/12/2012

Principle No. (170) - Judicial year (13-14)

Law (Notary Public Law promulgated by Royal Decree No. 40/2003 – Article 9 – Drafting of Contract– Authentication – Official Documents – Jurisdiction)

Verifying legal capacity in the drafting of official documents, including powers of attorney, shall fall within the notary public's jurisdiction. If a document is notarized, the presumption is that the notary public has complied with the legal requirements for the drafting thereof, including the verification of the Appellant's identity and capacity. A

notarized document shall be deemed an official document issued by a competent public official within the scope of their authority, and any challenge thereto shall be made through a forgery claim.

Term – Effect

The use of the term 'cancellation' in an appeal court's judgment l in the event of annulment of a first-instance court's judgment—instead of the term 'annulment' as stipulated in Article (260) of the Civil and Commercial Procedures Law—shall not entail invalidity.

Challenge No. 105/2014 (Rent Department), Session dated Wednesday, 04/02/2014

Principle No. (162) - Judicial year (15-16)

Authority of the Trial Court

The trial court shall have the authority to assess facts, examine evidence, evaluate of the probative value thereof, provided that its judgment is based on valid legal grounds and sound evidence, which are established under the facts of the legal action and in accordance with law and Sharia principles.

Challenge No. 123/2016 (Rent Department), Session dated Wednesday, 04/01/2017

Principle No. (259) - Judicial year (17-18)

Landlord (Vacant Land – Expert)

The provisions of Royal Decree No. 9/1989, as amended by Royal Decree No. 72/2008 on the Regulation of the Relationship between Landlords and Tenants of Residential, Industrial and Commercial Premises, shall apply to all lands, whether vacant or occupied by structures. The landlord may request eviction for personal use

pursuant to Article 7(d) of the aforementioned Decree, provided that such eviction is substantiated by factual evidence.

Challenge No. 71/2014 (Supreme Court - Rent Department), Session dated Wednesday, 05/11/2014

Principle No. (140) - Judicial year (15-16)

Landlord (Notice – Written – Oral)

No statutory restriction exists concerning the specific manner in which a landlord shall effect service of a notice of lease termination. Such notice may be provided either in written or oral form.

Challenge No. 45/2018, Session dated 10/10/2018

Principle No. (2) - Judicial year (19)

Appeal Deadline – Oath

The Supreme Court's annulment of the appealed judgment and its remand to the Court of Appeal for reconsideration shall constitute an implicit acceptance of the appeal's formal validity. A court's by itself administration of a decisive oath shall be contrary to law, and no party may rely on such administration to rectify an error committed by the court.

Challenge No. 27/2016 (Rent Department), Session dated Wednesday, 30/11/2016

Principle No. (254) - Judicial year (17-18)

Time Limit

The time limit for challenging a judgment shall be determined from the date when the judgment is served upon the judgment debtor, whether personally or at their domicile, provided that the judgment debtor was absent from all sessions and did not submit a defense memorandum therein.

Challenge No. 111/2016 (Rent Department), Session dated Wednesday, 21/12/2016

Principle No. (257) - Judicial year (17-18)

International Jurisdiction (Litigation Procedures – Determination – Restriction)

Article 23 of the Civil Transactions Law provides that the rules of pleadings—whether pertaining to jurisdiction or litigation procedures—shall be governed by the law of the State where the legal action is filed or the proceedings are conducted. The rationale for this rule is that the administration of justice is a sovereign function exercised by the State in accordance with its own rules of pleadings. These rules of pleadings are considered matters of public law essential to the judicial function, akin to the rules governing other state functions, even when their purpose is to protect private rights. As such, they constitute territorial rules applicable to all disputes, whether purely domestic or involving foreign element(s). Consequently, courts may not decline jurisdiction except in cases expressly stipulated by law.

Article 30 of the Civil and Commercial Procedures Law stipulates that Omani courts shall have jurisdiction over legal action filed against non-Omanis without domicile/residence in the Sultanate of Oman when: (i) the legal action concerns assets located in Oman; or (2) relates to obligations formed, performed, or requiring performance therein.

Accordingly, Omani courts shall have jurisdiction over disputes related to such obligations. The contested judgment dismissing a plea for lack of jurisdiction while affirming Omani jurisdiction is legally sound. Furthermore, contractual provisions contradicting this jurisdiction are invalid if they violate public order or the State's public law, thereby rendering any objections on this basis inadmissible.

Challenge No. 215/2018, (A) Session dated Tuesday, 26/11/2019

Appeal (Grounds – Determination – Enumerate All Grounds – Obligation – Notification)

The legislator vests in the appellant discretion regarding the determination of the grounds for appeal, merely requiring the identification of the appealed judgment within the statement of appeal. There exists no obligation to enumerate all grounds ab initio, as the appellant may introduce supplementary grounds without the necessity of abandoning previously asserted grounds during the course of the proceedings. The purpose of this procedural prerequisite is to notify the appellee of the grounds for appeal, not to restrict the scope of the appeal.

Challenge No. 839/2019, (A) Session dated Monday, 17/08/2020

Appeal (First Instance Judgment – Approve – Compensation – Increase – Modification – Merely – Deficiency)

If the Court of Appeal merely modifies the compensation amount awarded by the first-instance judgment by increase without addressing the grounds of appeal, and without relying on legal or technical standards, especially when the technical reports themselves are deficient, the judgment shall be marred by deficiency in reasoning and require to be annulled.

Challenge No. 963/2019, (A) Session dated Monday, 31/08/2020

Appeal (Ancillary Appeal – Initiation – Timing)

An ancillary appeal may be initiated by the appellee; however, it is established that a judgment may be appealed by a party who has accepted it. Such acceptance may be explicit or implicit. Furthermore, an ancillary appeal shall be admissible only in two situations: When the time limit for initiating an independent appeal has expired, and when the ancillary appellant had previously accepted the appealed judgment, provided that this acceptance had occurred before the original appeal was initiated. An appeal shall be considered initiated

once its statement is submitted to the relevant court's clerk office, regardless of the date on which court fees have been assessed or paid.

Challenge No. 205/2019, (A) Session dated Monday, 02/03/2020

Receipt (Invoices – Stamp)

Stamping of invoices with the respondent's seal shall serve as a substitute for a signature and constitute evidence for the receipt of goods, thereby entitling the appellant to enforce its claims and requests.

Challenge No. 946/2019, (B) Session dated Tuesday, 17/03/2020

Name (Personal – Change – Effect – Legal Personality)

The appellant, according to its commercial registration, is a sole proprietorship that does not possess a legal personality, as it does not assume the form of a commercial company. Instead, it merely represents an investment of capital in a business owned by a natural person, rendering its legal existence contingent upon that of the owner, notwithstanding its operation under a distinct trade name.

Challenge No. 683/2019, (A) Session dated Monday, 14/09/2020

Private Documents (Copies – Evidentiary Weight – Original – Probative Value – Signature – Customary Practice)

Copies of private documents shall possess no inherent evidentiary weight and shall be of probative value solely to the extent that they can be compared to the original documents if the latter is available. If the original document is unavailable, the copy may not be used as evidence, as it lacks the signature of the party from whom it allegedly originates. A signature, whether by handwritten endorsement, seal imprint, or fingerprint shall constitute the exclusive legal basis for according evidentiary weight to private documents, in accordance with Article 15 of the Law of Evidence.

Challenge No. 63/2020, (A) Session dated Monday, 17/08/2020

Sale (Warranty – Liability – Exemption)

The sale of a vehicle subject to a warranty shall not absolve the seller of direct liability, notwithstanding that the tires may be covered under a separate warranty provided by the tire manufacturer. The seller shall retain the right to pursue a claim under the warranty against the exclusive dealer at any time, in accordance with the prevailing legal provisions.

Challenge No. 31/2018, (A) Session dated Tuesday, 01/10/2019

Sale (Defect – Warranty – Compensation)

If a defect existed at the time of sale and the buyer was unaware of it, and if such defects prevent the buyer from fully benefiting from and enjoying the purchased object, or reduce its value, then the seller shall be liable for the hidden defects that impair the optimal enjoyment of the purchased object. Upon discovering such hidden defects, the buyer may

request contract termination, request a replacement object, or claim compensation for any damages suffered due to the seller's breach of obligations. The judge shall possess discretionary authority to grant the buyer's requested remedy.

Challenge No. 720/2018, (B) Session dated Tuesday, 15/10/2019

Sale (Third-Party Ownership – Invalidity – Legal Person)

The vehicle subject to the sale order does not belong to the appellant, but rather to a legal person with separate legal personality and financial autonomy. Consequently, the sale concerns property owned by a third party, which constitutes a fundamental defect leading to the invalidity of the contested judgment, necessitating its annulment.

Challenge No. 1099/2019, (A) Session dated Monday, 17/08/2020

Arbitration (Agreement – Labor Law – Deviation – Validity)

Parties may stipulate terms deviating from standard labor law procedures if such terms better serve their mutual interests, and opt for arbitration under a valid arbitration clause in their contract. The arbitrator's rejection of the jurisdictional challenge and their decision to proceed with the arbitration was legally justified under Article 22 of the Arbitration Law, in line with the principle of competence-competence.

Challenge No. 769/2019, (A) Session dated Tuesday, 28/04/2020

Arbitration (Agreement – Arbitration Clause – Inclusion – Award)

If the arbitration agreement is in the form of an arbitration clause, it is not required to be cited in the arbitral award, and the non-inclusion of the text thereof shall not invalidate the arbitral award. This is because, in the case of an arbitration clause, the arbitrator's authority encompasses all disputes related to the original contract. Therefore, there is no need for the arbitration clause to be included within the arbitral award.

Challenge No. 1144/2018, (B) Session dated Tuesday, 24/12/2019

Arbitration (Agreement – Arbitration Submission Agreement – Distinction)

The agreement is not an arbitration submission agreement, notwithstanding the designation in its preamble, but rather comprises a procedural agreement governing the arbitration procedures and the conduct of its sessions. What negates the characterization of the agreement dated 07/08/2018 as a submission agreement is its omission of the substantive matters intended for resolution by arbitration—a crucial element for a valid submission agreement, the absence of which renders it null and void.

Challenge No. 940/2019, (B) Session dated Tuesday, 10/03/2020

Arbitration (Legal Action – Lawyer)

The Arbitration Law does not require that arbitration actions be filed exclusively through a lawyer. Furthermore, there is no requirement for arbitration sessions to be held in public session, in line with Articles 53(1)(g) and 53(2) of the Arbitration Law.

Challenge No. 1007/2018, (A) Session dated Tuesday, 24/12/2019

Arbitration (Arbitration Clause – Submission Agreement – Distinction)

Arbitration agreements shall take two forms, either (a) Submission Agreement where a separate agreement was made after a dispute arises, specifying the issues to be arbitrated; or (b) Arbitration Clause where a provision was agreed upon within the original contract before any dispute arises, while covering all potential disputes related to contract execution. The arbitration clause shall remain valid as long as the contract is in effect since it precedes any disputes and does not predetermine their scope. A valid arbitration agreement shall clearly reflect both parties' intent to resolve disputes through arbitration. The trial court shall have full discretion in understanding facts of legal actions and interpreting contracts and agreements to best reflect the parties' intent, provided it does not deviate from the intended meaning therein.

Challenge No. 439/2018, (A) Session dated Monday, 24/02/2020

Compensation (Rental Value on Quantum meruit (the amount one deserves) Basis – Expert)

Compensation for the use of vehicles and equipment shall be specified on quantum meruit (the amount one deserves) basis in the market at the time of the Share Sale Agreement dated 22/02/2001, taking into account whether the vehicles and equipment were new or used at the time of transfer to the respondent. A specialized expert shall be appointed to assess the compensation amount based on quantum

meruit (the amount one deserves) basis for similar vehicles and equipment in the market.

Challenges Nos. 1037 & 1058 of 2018, (B) Session dated Tuesday, 12/05/2020

Compensation (Rental Value on Quantum meruit (the amount one deserves) Basis – Expert)

Compensation for the use of vehicles and equipment shall be specified on quantum meruit (the amount one deserves) basis in the market at the time of the Share Sale Agreement dated 22/02/2001, taking into account whether the vehicles and equipment were new or used at the time of transfer to the respondent. A specialized expert shall be appointed to assess the compensation amount based on quantum meruit (the amount one deserves) basis for similar vehicles and equipment in the market.

Challenges Nos. 1037 & 1058 of 2018, (B) Session dated Tuesday, 12/05/2020

Compensation (Liability – Direct Harm)

Compensation shall not be awarded for indirect damages in either contractual or tortious liability cases. Expert reports shall not assess whether contractual liability conditions are met, as this determination falls within the exclusive jurisdiction of courts.

Challenge No. 160/2019, (B) Session dated Tuesday, 24/12/2019

Statute of Limitation (Five-Year – Companies)

Article 18 of the New Companies Law promulgated by Royal Decree 18/2019 regarding the five-year limitation period is substantively identical to Article 10 of the Omani Companies Law of 1974. Therefore, discussing the retroactivity of laws shall be irrelevant in this

context, serving merely as a matter of academic interest devoid of practical implications.

Challenge No. 1212/2019, (B) Session dated Tuesday, 18/08/2020

Statute of Limitation (Legal Action – Insurance – Period – Special Legal Provision)

The Court of Appeal ruled that, according to general rules, legal actions shall not be time-barred except by the expiry of the extended period stated under Article 341 of the Civil Transactions Law. However, Article 16 of the Unified Vehicle Insurance Policy explicitly provides, 'legal actions arising from the application of this law shall not be heard after the lapse of two years from the date of the incident on which the legal action is based." Accordingly, the right shall be forfeited by operation of the statutory limitation period.

Challenge No. 197/2018, (A) Session dated Tuesday, 21/01/2020

Statute of Limitation (Defense – Substantive)

The plea for the statute of limitation shall constitute a substantive defense, and shall not fall within the valid grounds for the annulment of an arbitral award under Article 53 of the Arbitration Law. The appellant detailed their plea, asserting a violation of Article 75 of the articles of association, arguing that the respondent became aware of the defects in 2009 yet initiated legal action only in 2015. The three-year period stipulated under Article 22 of the Law No. 120/1994 is a forfeiting period (forfeiture of right), not a limitation period. Therefore, it shall not be subject to interruption or suspension, as applicable to limitation periods.

Challenge No. 1144/2018, (B) Session dated Tuesday, 24/12/2019

Execution (Sale – Auction – Judgment – Appeal)

The time limit for lodging an appeal against a judgment ordering sale by public auction shall commence from the date of the pronouncement of the judgment, and not from the date of the formal notification thereof.

Challenge No. 987/2018, (A) Session dated Tuesday, 21/01/2020

Execution (Judgment – Appeal – Dispute – Enforcement)

The legislator has made the value of the dispute the criterion for determining the judgments' entitlement to appeal of issued by the execution judge in substantive disputes related to execution, as well as the competent court to consider such appeals. A judgment shall be appealable before the Primary Court (formed by a panel of three judges) if the dispute's value exceeds one thousand Omani Riyals (OMR 1,000) but does not exceed three thousand Omani Riyals (OMR 3,000). However, the judgment shall be appealable before the Court of Appeal if the dispute's value exceeds three thousand Omani Riyals (OMR 3,000).

Challenge No. 579/2019, (A) Session dated Tuesday, 07/04/2020

Right (Stipulation a Right – the Benefit of a Third Party – Effects)

Where one of the contracting parties (promisor) stipulates a right in favor of a third party, such stipulation shall vest in the beneficiary a direct right of action against the other party (promisee), entitling the beneficiary to demand performance of the stipulated obligation.

Challenge No. 534/2019, (B) Session dated Tuesday, 11/02/2020

Judgment (Preliminary – Appointment of Expert – Reversal)

If the court fails to provide reasons for its decision based on expert findings that are crucial for resolving the merits of the legal action, the

judgment shall be marred deficiency in reasoning, warranting annulment.

Challenge No. 684/2019, (B) Session dated Tuesday, 23/06/2020

Judgment (Penal – Res Judicata)

A penal judgment of acquittal or conviction shall not have the authority of res judicata before civil courts in legal action that have not been finally resolved regarding the occurrence of the crime, its legal classification, and the attribution of the act to the perpetrator. The res judicata of a penal judgment shall apply even if the cause, subject matter, and parties differ from the civil legal action, as such res judicata is an exception to the general rules governing the res judicata of judgments under Article 55 of the Law of Evidence. For this effect to apply, it suffices that there be identity in the factual incident and its attribution to the perpetrator, since the penal action is instituted to claim a public right under the Public Prosecution's authority. Consequently, this res judicata binds all persons, including those who are not party to the penal action. However, among the conditions for a penal judgment to possess this conclusive res judicata before civil courts is that it must be final, whether by acceptance by the judgment debtor or through expiration of specified periods for appeal.

Challenge No. 1023/2018, (A) Session dated Wednesday, 15/01/2020

Judgment (Res Judicata – Conditions)

A judgment shall have no res judicata effect except in matters expressly or implicitly adjudicated between the parties, whether in the operative part thereof or in the reasoning (grounds) that is indispensable to the operative part. Any matter not expressly determined by the court may not be deemed to be subject to the judgment having the authority of res judicata. Furthermore, any statements included in the reasoning of the judgment that exceed the

necessity of resolving the dispute do not carry binding legal authority. The principle of res judicata, as established by the jurisprudence of this court, shall be strictly limited to the matters adjudicated. Consequently, any issue not expressly considered and adjudicated upon by the court may not be regarded as having the force of res judicata.

Challenge No. 1127/2018, (A) Session dated Monday, 10/02/2020

Judgment (Dissolution – Liquidation – Company – Challenge)

The contested judgment, having ordered the dissolution and liquidation of a partnership and the appointment of a liquidator, shall not constitute a final ruling on the entire dispute, as the judgment requires liquidation without determining the respective rights of each party. Accordingly, it may not be challenged before the Supreme Court by way of cassation.

Challenge No. 309/2019, (B) Session dated Tuesday, 31/12/2019

Judgment (Challenge – Effects – Relativity – Exception)

The legislator has established the general principle that a challenge shall operate solely for the benefit of the appellant and shall be enforceable solely against the respondent. However, exceptions to this principle exist in instances where a party derives benefit from an appeal lodged by another, or is bound by an appeal lodged against another. These exceptions arise in judgments rendered in matters that are indivisible, in obligations of joint and several liability, or in legal actions where the law mandates the litigation of specific persons. The legislator's objective in this regard is to ensure the stability of legal rights and to the rendition of conflicting judgments within the same dispute, which could engender difficulties—or even render impossible—the execution of such judgments. This issue bears particular relevance when a judgment is not final with respect to all parties in the aforementioned cases wherein a singular resolution is

imperative for all parties involved. To achieve this objective, the legislator permits a judgment debtor to file a challenge against the judgment during the consideration of the principal challenge, whether by way of cassation or appeal, provided that such a principal challenge or appeal was timely filed by another party with aligned interests. This right remains available even if the appellant has missed the deadline for filing a challenge or has previously accepted the judgment.

Challenge No. 1188/2018, (B) Session dated Tuesday, 22/10/2019

Judgment (Lack of Jurisdiction – Remand)

If the judgment ruled on lack of jurisdiction or upheld an ancillary plea resulting in the suspension of the proceedings, and the appeal court subsequently issued a judgment annulling the original judgement—either by affirming jurisdiction of the court, rejecting the plea, or ordering the legal action to proceed—then the appeal court shall remand the legal action back to the court of first instance to adjudicate the merits of thereof.

Challenge No. 122/2017, (A) Session dated Tuesday, 18/02/2020

Judgment (Acceptance – Explicit or Implicit – Challenge)

Acceptance of a judgment may be either explicit or implicit. In the latter case, acceptance can be inferred when the judgment debtor voluntarily executes the judgment without reservation and without any legal compulsion to do so. Such conduct demonstrates the debtor's acceptance of the judgment and waiver of the right to challenge.

Challenge No. 1052/2018, (A) Session dated Tuesday, 15/10/2019

Judgment (Court of Appeal – Reasoning)

If the court of appeal fails to provide reasoning for its preference of the outcome of an assessment it authorized, while disregarding the

findings of the expert appointed by the court of first instance, and without presenting the criteria that should have guided its decision in resolving the divergence between the two expert opinions, its judgment shall be thereby marred by misapplication of the law and deficiency in reasoning, thus rendering it subject to annulment.

Challenge No. 188/2019, (B) Session dated Tuesday, 04/02/2020

Judgment (Violation – Contract – Law)

A judgment is deemed marred by violation of the law if it violates the terms of the contract, which serve as a legally binding agreement between the contracting parties. Since the contract constitutes the legal framework governing the relationship of the two parties, failure to apply the provisions thereof shall also constitute a violation of the law.

Challenge No. 824/2019, (B) Session dated Tuesday, 17/03/2020

Judgment (Draft – Inclusion – Law – Application – Operative Part)

The preliminary draft of the judgment shall comprehensively encompass all matters deliberated upon by the judicial panel, including facts, defenses, applicable legal provisions, and the final operative part. The fulfillment of this requirement ensures that deliberations encompassed both the grounds and the operative part of the judgment. The grounds shall be logically connected to the operative part, and the preliminary draft of the judgment shall bear the signatures of all judges who participated in the deliberations. A judgment shall be rendered invalid if the preliminary draft is not signed by the presiding judge and all participating judges, and such invalidity is a matter of public order, requiring the court to declare it ex officio (by itself).

Challenge No. 249/2018, (A) Session dated Tuesday, 04/02/2020

Judgment (Non-Existent – Annulment)

A legally non-existent judgment is equivalent to a null and void judgment and may not be validated retroactively. The court shall raise this issue ex officio (by itself) and apply its legal consequences, including the annulment of the contested judgment in accordance with Article 265 of the Civil and Commercial Procedures Law.

Challenge No. 564/2019, (B) Session dated Tuesday, 18/02/2020

Expert (Determination – Trial Court)

The key issue at hand is whether the pouring of concrete technically prevents the expert from determining the deficiency in the reinforcement steel, whether such determination is technically feasible, and which party bears responsibility for the reinforcement steel in light of the contracting Agreement. Given that the trial court failed to examine these aspects, its judgment is marred by flaws in substantiation and deficiency in reasoning, thereby warranting its annulment.

Challenge No. 658/2019, (B) Session dated Tuesday, 17/03/2020

Expert (Assessment – Trial Court)

The assessment of the expert's work shall fall within the sole discretion of the trial court, which may adopt the expert’s opinion if it is satisfied with the adequacy of the research conducted therein and the soundness of the principles upon which it was based, and if it finds therein what convinces it and aligns with the true facts of the legal action. Furthermore, as per the rulings of the Supreme Court, the trial court is only obliged to address substantive defenses—namely, those raised by a party which, if proven true, would have the potential to alter the right opinion in the legal action.

Challenge No. 1212/2019, (B) Session dated Tuesday, 18/08/2020

Expert (Request – Reassignment – Rejection – Court – Annulment)

The appellant filed an appeal before the Court of Appeal to refer the legal action to another expert to prove that the appellant was not at fault due to negligence in maintenance, which led to the damages. However, the court rejected this request while affirming the first-instance judgment based on its reasoning, although such request was the appellant's sole means to substantiate its claim. The appealed judgment's reliance on affirming the first-instance ruling, without addressing the appellant's defense or the aforementioned request, and without providing justification for its rejection, renders the judgment of appeal deficient in reasoning. Furthermore, it constitutes a violation of the right to defense, thereby necessitating its annulment.

Challenge No. 1033/2019, (A) Session dated Tuesday, 28/04/2020

Expert (Discussion – Request – Court – Disregard)

The trial court is not at fault for disregarding the appellant’s request to summon and question the expert regarding the contents of their report, as long as the court found the expert’s report credible and based on substantiated evidence. Consequently, any challenge to the contested judgment on these grounds is baseless.

Challenge No. 700/2019, (A) Session dated Tuesday, 18/08/2020

Expert (Mandate – Summoning Parties – Null and Void)

If the expert fails to summon all litigants to appear before him as required by Article (92) of the Law of Evidence and does not draft a report documenting his proceedings as mandated by Article (97) of the same law, the supplementary expert report shall be deemed null and void.

Challenge No. 115/2018, (A) Session dated Monday, 10/02/2020

Litigation (Formation – Death – Notification)

A legal litigation shall not be deemed to have been properly instituted unless the statement of claim thereof has been duly served upon the defendant, unless the defendant appears in court. The issue of the death of the second appellee on appeal was raised before the appeal court, which was therefore required to take the necessary legal procedures to address this matter.

Challenge No. 1414/2019, (B) Session dated Tuesday, 18/08/2020

Legal Actions (Allocation of Legal Actions – Jurisdiction)

The allocation of legal actions among different departments is an internal matter of by-laws of the Supreme Court, and does not pertain to the subject-matter jurisdiction stipulated under Article 111 of the Civil and Commercial Procedures Law.

Challenge No. 391/2019, (A) Session dated Tuesday, 07/04/2020

Legal Action (Jurisdiction – Value-Based – Indeterminate – Single Judge)

The legislator has vested the Primary Court, composing of a single-judge panel, with the authority to adjudicate all legal actions that do not fall within the jurisdiction of the Primary Court sitting as a three-judge panel, including legal actions with an indeterminate value.

Challenge No. 923/2018, (A) Session dated Tuesday, 04/02/2020

Legal Action (Company – Commercial – Value – Filing – Lawyer – Nullity – Provision – Judgment)

Legal actions filed by companies or commercial establishments where the claim value exceeds five thousand Omani Rials shall only be filed through a lawyer. The legislator has prescribed this provision in mandatory terms, considering it a fundamental procedural rule related to the filing of the legal actions. Accordingly, non-compliance

therewith shall result in the nullity of the proceeding as it pertains to public order. The court shall enforce this rule ex officio (by itself), even in the absence of any plea from the parties, and it may be invoked for the first time before the Supreme Court.

Challenge No. 1317/2019, (A) Session dated Monday, 31/08/2020

Legal Action (Recourse – Company)

The legal action filed against the insurer (the party liable for the accident) to recover compensation paid by the insurer (the injured party by the accident) is governed by provisions of the Commercial Law, as the legal action involves a dispute between two insurance companies. Consequently, the ten-year statute of limitation stipulated under Article 92 of the said Law shall apply. Since the contested judgment contravened this legal provision, it is rendered defective and subject to annulment.

Challenge No. 890/2018, (B) Session dated Tuesday, 29/10/2019

Legal Action (Claims – Amendment – Request – Ancillary – Oral – Presence – Memorandum – Condition)

Amendment of requests in a legal action shall constitute an ancillary request, which Article 123 of the Civil and Commercial Procedures Law allows to be submitted to the court through the usual judicial procedures for filing a legal action before the session date. It may also be made orally during the session in the presence of the litigant and recorded in the minutes of the session or presented in a memorandum, provided that the litigant has access thereto and is given the opportunity to respond thereto.

Challenge No. 307/2019, (A) Session dated Tuesday, 07/04/2020

Legal Action (Hold - Abeyance – Court – Authority – Discretionary Matter)

Holding a legal action in abeyance, as per Article 128 of the Civil and Commercial Procedures Law, shall be a discretionary matter left entirely to the court's assessment, based on its evaluation of the seriousness of the preliminary dispute falling outside its jurisdiction. Therefore, no objection may be raised against the court's decision for not exercising this discretionary power, as the decision of holding legal actions in abeyance remains within the exclusive discretion of the trial court, which is not obligated to grant it.

Challenge No. 333/2019, (A) Session dated Tuesday, 07/04/2020

Commercial Books (Evidentiary Weight – Expert Opinion)

Article 33 of this Law stipulates that mandatory commercial books shall possess evidentiary weight for the merchant against the opposing merchant if the dispute pertains to a commercial transaction. Given that both parties in the legal action are merchants and the dispute arises from an overdraft account and related cheques, the court's failure to consider these documents and its disregard for an expert opinion to ascertain the right determination in the legal action renders its judgment deficient and in violation of the right to defense, thereby requiring its annulment.

Challenge No. 443/2017, (A) Session dated Tuesday, 28/04/2020

Plea (Assertion)

A plea of inadmissibility may be raised at any stage of the legal proceedings, in accordance with Article 116 of the Civil and Commercial Procedures Law.

Challenge No. 877/2018, (A) Session dated Tuesday, 12/12/2019

Evidence (Assessment – Trial Court – Expert)

The contested judgment did not assess the evidence, leaving it to the expert, who exceeded their professional mandate by engaging in an evaluative role. The expert dismissed the referenced document based on witness testimony, whereas the trial court should have examined the document and expressed its opinion thereon as an independent piece of evidence. By deferring the evaluation of the document to the expert, who overstepped their strictly accounting role, the court's judgment was thereby flawed.

Challenge No. 148/2019, (B) Session dated Tuesday, 12/05/2020

Debt (Repayment – Delay – Compensation – Assessment)

While it is the debtor's duty to seek repayment of their debt upon maturity, the bank also has an obligation to pursue the collection of its dues to avoid burdening the debtor with excessive late payment penalties. Consequently, it is more appropriate for the creditor to actively seek recovery of the debt rather than remain silent for an extended period and then suddenly demand repayment along with compensation for the delay. Since the creditor's failure to claim the debt in a timely manner contributed to the delay, they are not entitled to any compensation, having effectively caused their own loss. Therefore, the trial court's assessment of the interest rate at one percent (1%) as a form of redress for the damage incurred by the bank was appropriate, warranting the dismissal of the challenge on the merits thereof.

Challenge No. 308/2018, (B) Session dated Tuesday, 15/10/2019

Debt (Payment – Delay – Late Payment Charge (LPC))

The legislator affords a creditor the right to receive agreed-upon late payment charge (LPC) upon the debtor's default of payment at maturity, for the duration of the delay. However, such LPC shall comply with the percentage rate set according to the relevant

regulations issued by the Ministry of Commerce and Industry and must not exceed the prescribed limit.

Challenge No. 290/2019, (B) Session dated Tuesday, 24/12/2019

Mortgage (Ownership – Effect – Cause – Acquisition)

The mortgaging of a plot of land to the bank has no effect on ownership rights and does not constitute a means of acquiring the ownership thereof.

Challenge No. 209/2019, (A) Session dated Monday, 17/08/2020

Commercial Register (Sale – Formal Contract – Registration)

A sale contract of a commercial register executed by way of private agreement, without adherence to the provisions prescribed under Articles 52 and 53 of the Commercial Law, shall constitute a formal contract requiring execution in an officially notarized form. This shall constitute a fundamental plea that may be raised by any interested party and may also be adjudicated upon by the court by itself.

Challenge No. 917/2018, (A) Session dated Monday, 02/03/2020

Company (Registration – Legal Personality – Capacity)

A company registered with the Commercial Registry Secretariat shall possess legal personality, an independent entity, and an independent financial liability separate from the partners therein. In this instance, the appellant filed his appeal in his personal name, even if that person is one of the authorized managers, without reference to the company; therefore, such appeal shall lack proper legal capacity, and is thereby inadmissible.

Challenge No. 1050/2018, (B) Session dated Tuesday, 15/10/2019

Company (Insurance – Liability)

The insurance company shall not be liable for damage occurring to the insured vehicle when such damage results from fault attributable to its driver - whether such driver is the policyholder or another person driving with the policyholder's consent - in any of the following circumstances:

(1) The driver does not possess a valid license for the vehicle category at the time of the accident, unless such license was previously revoked or suspended by competent authorities; or

(2) The driver was under the influence of intoxicants or narcotics.

Challenge No. 174/2019, (B) Session dated Tuesday, 29/10/2019

Company (Legal Personality – Merger)

It is well established in both jurisprudence and law that each company shall maintain a separate legal personality unless compelling evidence proves a merger that consolidates them into a single entity, in accordance with the provisions of Royal Decree No. 83/94 concerning Corporate Mergers.

Challenge No. 703/2019, (B) Session dated Tuesday, 12/05/2020

Company (Limited Liability – Partners – Liability)

A limited liability company shall possess a distinct legal personality separate from that of the partners therein. Accordingly, its partners shall only be liable for the company’s debts to the extent of their respective shares in the capital thereof, and shall not be personally liable beyond that.

Challenge No. 877/2018, (A) Session dated Tuesday, 12/12/2019

Testimony (Admissibility – Written Evidence – Contradiction)

Whereas commercial law prevails in matters of protest and evidentiary rules in disputes concerning the admissibility of witness testimony, it supplements the provisions of general civil law.

Challenge No. 703/2019, (B) Session dated Tuesday, 12/05/2020

Damage (Liability – Building Collapse – Owner)

The owner or custodian of a building shall be liable for damage caused by the total or partial collapse of the building, unless they can prove the absence of negligence or fault on their part.

Challenge No. 617/2018, (A) Session dated Tuesday, 05/11/2019

Tax (Profits – Company – Foreign Branch – Revenue – Sale – Tax)

If a company generates profits from the sale of investments abroad, adding the revenue from the sale of these investments to the taxable income shall be legally valid, provided it is an extension of the company's business.

Challenge No. 395/2018, (A) Session dated Monday, 02/03/2020

Challenge (Judgment – Preliminary – Inadmissibility – Deduction)

Article 203 of the Civil and Commercial Procedures Law stipulates that it is not permissible to challenge judgments rendered during the course of the proceedings which do not terminate the litigation, except after the issuance of a final judgment that adjudicate on the entire dispute. This rule shall not apply to interim and urgent judgments, judgments ordering a suspension of proceedings, judgments subject to compulsory execution, and judgments issued on grounds of lack of jurisdiction or transferring the legal action to the competent court.

Challenge No. 261/2017, (A) Session dated Tuesday, 07/04/2020

Consideration (Agreement – Binding Effect – Supervision – Independence – Intention)

A contract, validly formed, is a legally binding agreement between the contracting parties, and either party may not solely rescind or amend it. A judge, whose function is confined to interpreting the contract provisions, may not refer to the parties' intention. Furthermore, misapplication of those provisions is misapplication of the law, which is a matter subject to supervision by the Supreme Court.

Challenge No. 423/2017, (A) Session dated Monday, 09/03/2020

Late Payment Charge (Debt – Contract - Execution)

The legislator affords a creditor the right to receive agreed-upon late payment charge (LPC) on a loan upon the debtor's default of payment at maturity, for the duration of the delay, regardless of whether the loan is commercial or personal. The aforementioned Article only provides for a general provision regarding loans; therefore, it cannot be restricted or limited except by an explicit exception or condition. It is legally established that a contract, validly formed, is a legally binding agreement between the contracting parties, and either party may not solely rescind or amend it. A judge, whose authority is confined to interpreting the contract provisions, may not refer to the parties' intention. Furthermore, misapplication of those provisions is misapplication of the law, which is a matter subject to supervision by the Supreme Court.

Challenge No. 430/2018, (B) Session dated Tuesday, 05/11/2019

Disability (Permanent Total - Definition)

Permanent total disability refers to the insured’s complete and permanent inability to engage in their own work or in any gainful employment for remuneration.

Challenge No. 352/2019, (B) Session dated Tuesday, 12/11/2019

Contract (Agreement – Loan – Interest – Central Bank)

The relationship of the parties shall be governed exclusively by the terms of the loan agreement, which, in the present case, does not stipulate any applicable interest rate. Consequently, the Respondent may not be held liable for any such amounts, as the agreement constitutes a binding and enforceable contract between the parties. The periodic circulars issued by the Central Bank serve solely to prescribe the maximum permissible interest rates applicable to banking institutions and do not impose any mandatory minimum rates. Accordingly, parties remain free to negotiate interest rates below such thresholds. In light of the foregoing, the Respondent cannot be compelled to pay interest where no such obligation was expressly undertaken under the terms of the agreement.

Challenge No. 746/2018, (B) Session dated Tuesday, 31/12/2019

Contract (Administrative – Definition)

An administrative contract is an agreement entered into by a public legal entity for the management or operation of a public service, and characterized by an intent to apply public law principles, as evidenced by the inclusion of clauses uncharacteristic of private law contracts.

Challenge No. 545/2017, (A) Session dated Monday, 06/01/2020

Contract (Obligation - Restitution - Compensation)

The Respondent is obligated to return the vehicles and equipment acquired under the aforementioned sale contract. However, since the documents of the legal action indicate that said vehicles and equipment have been depreciated, rendering restitution in their original delivered condition impossible, the Respondent shall instead provide fair compensation in accordance with the principle of [Recovery of payment made by mistake].

Challenges Nos. 1037 & 1058 of 2018, (B) Session dated Tuesday, 12/05/2020

Contract (Obligation – Validity – Rescission)

A contract, validly formed, is a legally binding agreement between the contracting parties, and either party may not solely rescind or amend it. A judge, whose function is confined to interpreting the contract provisions, may not refer to the parties' intention. Furthermore, misapplication of those provisions is misapplication of the law, which is a matter subject to supervision by the Supreme Court.

Challenge No. 214/2019, (B) Session dated Tuesday, 18/02/2020

Contract (Lease – Effects – Rental Value on Quantum meruit (the amount one deserves) Basis)

Article 552 of the Civil Transactions Law provides, "*The lessee must restore the leased premises at the termination of the lease term to the lessor in status quo ante at the time of delivery of the same. If he has unlawfully retained said thing in his possession, he shall be obliged to pay the sum on quantum meruit (the amount one deserves) basis to the lessor and must compensate for the damage*."

Challenge No. 683/2019, (A) Session dated Monday, 14/09/2020

Contract (Commercial – Statute of Limitation)

If a contract is established as commercial, all obligations arising therefrom shall lapse upon expiration of the limitation period prescribed under Article 92 of the Commercial Law.

Challenge No. 70/2019, (A) Session dated Tuesday, 22/10/2019

Contract (Application - Governing Law)

The contract is a legally binding agreement between the contracting parties, governing their relationship pursuant to the terms and conditions thereunder. The court is bound to enforce these terms and conditions upon both parties as it would enforce statutory law, without authority to disregard or modify the same. Failure to do so

constitutes a violation of the evidence established under papers and consequently, a misapplication of the law.

Challenge No. 526/2019, (B) Session dated Tuesday, 05/11/2019

Contract (Interpretation - Trial Court)

The court is bound to adhere to the clear and unambiguous expressions and terms of the contract, without deviating therefrom through interpretation to ascertain the parties' intent. It must consider the contract's provisions in their entirety, rather than relying on isolated clauses. Where the trial court's interpretation of the contested contract or clause is legally tenable, such interpretation is not subject to challenge before the Court of Cassation.

Appeal No. 1034/2018, (B) Session dated Tuesday

Lease Contract (Elements – New Requirement)

Article 4 of the Tenancy Law introduces a new legal requirement for residential, commercial, and industrial properties, thereby establishing an additional requirement for the valid formation of a lease contract. This requirement mandates the registration of the lease contract using the prescribed form as a condition precedent for its validity and enforceability before any official authority. This rule pertains to public order, and courts must apply it ex officio (by itself).

Challenge No. 187/2019 – (A) Session dated Monday, 09/03/2020

Lease Contract (Termination – External Cause – Compensation)

The appellant's claim for compensation predicated upon the termination of the lease contract and the alleged loss of anticipated profits is without merit. The termination did not arise from any fault attributable to the respondent but rather occurred by operation of law due to the supervening impossibility of utilizing the leased premises as a hospital, a consequence of an external cause.

Challenge No. 837/2019, (B) Session dated Tuesday, 01/09/2020

Contract (Lease – Benefit – License – Non-Approval – Termination)

The refusal by the Ministry of Health to grant approval for the use of the leased premises as a hospital renders the lease agreement unenforceable, and it becomes impossible to utilize the leased premises for its designated purpose due to the decision of the competent authority.

Challenge No. 837/2019, (B) Session dated Tuesday, 01/09/2020

Lease Contract (Benefit – License – Non-Approval – Termination)

Given the respondent's inability to benefit from the leased premises as a consequence of the Ministry of Health's refusal to authorize its use as a hospital, such non-approval results in the termination of the lease contract by force of law.

Challenge No. 837/2019, (B) Session dated Tuesday, 01/09/2020

Sale Contract (Commercial Register – Defects in Consent "Deceit")

The seller's failure to disclose the existence of pre-existing debts encumbering the property at the time of contract—debts which, had the buyer been aware thereof, would have precluded him from entering into the contract—evidences the seller's bad faith and fraudulent intent to deceive the buyer. This entitles the buyer to elect either to await the discharge of said debts or to rescind the sale and claim restitution of the purchase price.

Challenge No. 1177/2017, (A) Session dated Tuesday, 01/10/2019

Contracting Agreement (Subcontracting – Validity – Liability)

A main contractor may lawfully enter into an agreement with a subcontractor, provided that the property owner’s written consent is obtained. However, the main contractor shall be liable for the work and services performed by the subcontractor.

Challenge No. 869/2018, (A) Session dated Monday, 02/03/2020

Maritime Transport Contract (Period for Filing a Legal Action)

Legal actions arising from a maritime transport contract shall be subject to a peremptory time bar of two years, commencing from the date of delivery of the goods or the scheduled date for their delivery. This limitation period is absolute, not subject to interruption, and pertains to public order, thereby obligating the court to apply it ex officio (by itself). Furthermore, the contracting parties may not agree on a period other than this statutory period, by reducing it.

Challenge No. 455/2018, (A) Session dated Tuesday, 08/10/2019

Defect (Industrial – Emergent)

The defect does not qualify as an industrial defect but rather as an emergent defect that can be remedied, as concluded in the report on pages (9 and 10), as previously indicated. Therefore, no legal basis exists for the termination of the contract; instead, the appellant's recourse is limited to demanding the rectification of the defect in accordance with the test report. Accordingly, the judgment requires to be revoked.

Challenge No. 720/2018, (B) Session dated Tuesday, 15/10/2019

Interest (Credit Card – Agreement)

If the parties have not agreed on the applicable interest rate, no basis shall exit for ruling thereon, especially since credit card agreements are banking transactions that require mutual agreement on all terms thereof, including interest, under the court's supervision.

Challenge No. 549/2018, (A) Session dated Tuesday, 01/10/2019

Interest (Request – Ancillary – Challenge)

A claim for interest constitutes an ancillary request to the principal claim and is distinct from the arbitration clause. While this reasoning may provide a valid basis for challenging judgments rendered by

ordinary courts, it does not constitute grounds for the nullification of an arbitral award.

Challenge No. 1144/2018, (B) Session dated Tuesday, 24/12/2019

Execution Judge (Jurisdiction)

An execution judge may not revisit matters already adjudicated by the executive instrument, as doing so would encroach upon the underlying substantive right. The execution judge may not undermine the res judicata of the final judgment, which must be executed immediately. Consequently, the execution judge may not grant the judgment debtor a period of respite for payment of the due amount nor allow him to pay by installments unless the judgment creditor consents to the same, and in the cases provided for in law or in cases of absolute necessity and on condition that the creditor suffers no serious damage, as per Article 84 of the Commercial Law.

Challenge No. 903/2018, (A) Session dated Tuesday, 03/12/2019

Law (Application – Constitutionality)

Courts may not refuse to apply a legal provision unless it has been repealed or declared unconstitutional by the competent authority.

Challenge No. 562/2018, (B) Session dated Tuesday, 05/11/2019

Law (New – Effective Date - Non-Retroactivity)

The provisions of laws shall govern solely events occurring subsequent to their effective date and shall not have retroactive application to prior occurrences unless expressly stipulated otherwise within the legislative text. This principle entails that a new law shall not apply to transactions concluded or legal situations established prior to its entry into force. Rather, such transactions and situations shall remain subject to the law in force at the time of their occurrence, in strict

adherence to the fundamental principle of the non-retroactivity of laws.

Challenge No. 1015/2019, (A) Session dated Tuesday, 12/12/2019

Loan (Interest – Condition)

An agreement on default interest (penalty interest) is subject to the condition that it does not exceed the maximum limit set by the Ministry of Commerce and Industry.

Challenge No. 757/2018, (A) Session dated Tuesday, 03/12/2019

Force Majeure (Rain – Wind)

Rainfall and wind do not constitute force majeure or a sudden unforeseen event, as they are foreseeable occurrences and not events beyond reasonable anticipation.

Challenge No. 617/2018, (A) Session dated Tuesday, 05/11/2019

Force Majeure (Condition – Cause – Avoidance – Control)

The establishment of force majeure necessitates the fulfillment of three essential conditions: firstly, the event must be unforeseeable; secondly, it must be absolutely unavoidable; and thirdly, it must be beyond the control of the appellant.

Challenge No. 89/2019, (A) Session dated Monday, 17/08/2020

Suretyship (Invalidity – Effects – Contract)

The invalidity of a Suretyship does not render the loan contract void, nor does such invalidity extend to the contract itself. The contractual obligations and effects shall remain in force between the contracting parties.

Challenge No. 101/2018, (A) Session dated Monday, 02/03/2020

Suretyship (Commercial – Creditor – Guarantor – Claim)

Suretyship is the joining of two liabilities to perform an obligation, and it is established by an offer and acceptance between the grantor and the creditor. Article 238 of the Commercial Law stipulates that sureties shall be jointly and severally liable among themselves and with the debtor. The creditor shall have the option of claiming against the debtor should he so wish or against the grantor should he so wish. By claiming against one, he shall not forfeit his right to claim against the other. Hence, after claiming against one, he may claim against the other and may claim against both.

Challenge No. 343/2018, (A) Session dated Monday, 17/02/2020

Electricity (Water - Power - Violation - Compensation – Authority - Dispute Resolution - Jurisdiction)

Article 124 of the Electricity and Water Sector Regulatory Law empowers the authority to intervene and resolve disputes between sector stakeholders and subscribers. It grants the authority the discretion to take necessary and appropriate measures to protect the interests of subscribers and affected parties by removing violations and compensating for damages. However, the law does not confer upon the authority the power to alter or nullify rights by exempting subscribers from paying for electricity consumption accrued over previous years.

Challenge No. 1149/2018, (A) Session dated Monday, 09/03/2020

Advocacy (Former Judge – Practice – Profession – Limitation – Position – Judiciary – Legal Profession)

Pursuant to Article 7 of the Advocacy Law, a person who has held a judicial position for at least ten years may only practice law before the Supreme Court or the Courts of Appeal. However, this prohibition does not extend to lawyers working at their firm or any other lawyers

acting under a power of attorney issued by that firm. The prohibition set forth in the said Article is personal and applies exclusively to the lawyer who previously served as a judge for at least ten years, without affecting other lawyers.

Challenge No. 187/2019, (A) Session dated Monday, 09/03/2020

Court (Expert - Referral - Non-compliance)

The evaluation of expert works falls under the absolute jurisdiction of the Trial Court, provided it is based on sound principles.

Challenge No. 821/2019, (B) Session dated Tuesday, 12/05/2020

Court (Defense – Addressing Defense - Understanding)

It is insufficient for the court merely to address a litigant's defense; it must also comprehend the fundamental purport thereof to ensure that its response is commensurate with the facts of the defense. For a judgment to be deemed invalid on such grounds, the defense that the court disregarded or addressed without thorough scrutiny must be of a substantive merit, such that its proper consideration could potentially alter the correct determination of the legal action. If the defense lacks substantive merit, the court's disregard in responding thereto or any misapprehension in its understanding thereof or response thereto shall not invalidate its judgment.

Challenge No. 836/2019, (B) Session dated Tuesday, 01/09/2020

Court (Decision - Acknowledgment - Examination – Closure of Legal Action - Public Prosecution)

If the court fails to examine the significance of an acknowledgment and does not scrutinize the same to apply the proper legal principle thereon, this constitutes a deficiency in the contested judgment. Additionally, the court merely relied on the conclusion reached by the public prosecution—specifically, the closure of the legal action—

asserting that such a decision does not benefit the appellant. However, the appellant's argument is based on the clear and explicit acknowledgment made by the respondent, not on the prosecution's decision. This constitutes a flaw in substantiation that warrants the annulment of the judgment.

Challenge No. 652/2019, (A) Session dated Tuesday, 01/06/2020

Court (Duties – Disregard)

Should the court disregard to discharge its legally mandated duties and powers, and abstain from taking the necessary decisive measures to ascertain the truth and resolve the dispute between the litigants, such disregard renders its judgment susceptible to annulment.

Challenge No. 408/2019, (B) Session dated Tuesday, 04/02/2020

Court (Duties - Pleas - Understanding - Response)

One of the court's primary duties is to scrutinize the litigants' defenses, understand their intent, and then apply the law accordingly—whether the defense is presented through oral pleadings, written submissions, or documents submitted as evidence. It is insufficient for the court merely to address a litigant's defense; it must also comprehend the fundamental purport thereof to ensure that its response is commensurate with the facts of the defense. For a judgment to be deemed invalid on such grounds, the defense that the court disregarded or addressed without thorough scrutiny must be of a substantive merit, such that its proper consideration could potentially alter the correct determination of the legal action. If the defense lacks substantive merit, the court's disregard in responding thereto or any misapprehension in its understanding thereof or response thereto shall not invalidate its judgment.

Challenges Nos. 1037 & 1058 of 2018, (B) Session dated Tuesday, 12/05/2020

Court of Appeal (Request for Joinder of Parties - Inadmissibility)

It is inadmissible to request the joinder of a third party for the first time before the Court of Appeal for the purpose of holding them liable for the original claims of the legal action. However, such joinder shall be permissible if the third party is introduced for the purpose of submitting a document that is material to the legal action.

Challenge No. 821/2019, (B) Session dated Tuesday, 12/05/2020

Supreme Court (Judgment – Rectification)

The Supreme Court may rectify the reasoning of a challenged judgment by providing new legal grounds without setting it aside, where the judgment is correct in its outcome but is marred by deficiencies in the legal reasoning thereof.

Challenge No. 1144/2018, (B) Session dated Tuesday, 24/12/2019

Supreme Court (Decision – Department of Challenge Examination - Challenge)

Judgments or decisions rendered by the Supreme Court during the examination stage shall not be subject to challenge, as this stage constitutes the ultimate level of litigation. No legal recourse exists for challenging these decisions, whether by way of a request for review, a petition for reconsideration, or a claim for annulment thereof. Consequently, any challenge seeking annulment shall be dismissed as inadmissible.

Challenge No. 2/2019, (B) Session dated Tuesday, 18/02/2020

Supreme Court (Cassation – Adherence)

The court is obligated to adhere to the judgment of the Court of Cassation regarding any legal matter that has been explicitly considered and adjudicated upon with intent and clarity. Such a judgment shall acquire the binding authority of res judicata within the

scope of the specific legal matter(s) decided. Consequently, when the referring court re-examines the legal action, it shall not interfere with or deviate from this binding authority of res judicata. Beyond this limitation, the parties shall revert to their respective positions prior to the issuance of the annulled judgment, and they shall be entitled to present new defenses and pleas, with the exception of rights that have been forfeited. The referring court shall retain full discretion in assessing all aspects of the legal action based on the evidence and documents presented before it. However, in doing so, the court shall be bound by the reasoning requirements for judgments, as specified under Articles 170 and 172 of the Civil and Commercial Procedures Law.

Challenge No. 981/2018, (A) Session dated Wednesday, 15/01/2020

Supreme Court (Function)

The primary function of the Supreme Court is to ensure the correct application of the law. A violation, misapplication, or misinterpretation of the law shall occur if the court has applied a law or a provision thereof that is not applicable, applied the legal provision to the facts of the legal action erroneously, or misunderstood the legal provision.

Challenge No. 185/2016, (A) Session dated Tuesday, 04/02/2020

Trial Court (Authority - Understanding – Technical Expert)

The Trial Court shall have full authority to collect and understand the facts of the legal action; to examine, assess and compare the evidence and documents provided therein; and to prefer whatever it deems convincing. It shall not be obligated to respond to every document submitted by the litigants. However, it shall establish the truth to which it has been convinced and render its judgment based on reasonable grounds established under the legal action papers.

It is established that the trial court, once it exercises its discretionary authority to adopt the expert's report based on its conviction of the soundness of the reasons upon which it is founded, shall not be required thereafter to independently respond to the objections raised against the report. Its reliance on the report and its reasoning implies that it has found no merit in those objections warranting a separate response beyond what is already addressed in the report.

Challenge No. 361/2019, (A) Session dated Wednesday, 15/01/2020

Trial Court (Authority - Understanding - Fact)

The Trial Court shall have full authority to collect and understand the facts of the legal action; to examine, assess and compare the evidence and documents provided therein; and to prefer whatever it deems convincing. It shall not be obligated to accept the parties' requests for a referral to investigation, to require them to present evidence in support of their defense, or to respond to every document they submit. However, it shall establish the truth to which it has been convinced and render its judgment based on reasonable grounds established under the legal action papers and are sufficient to support such judgment. The court shall not be bound to follow or separately respond to the litigants' different statements, arguments and requests, so long as the established facts, which are convincing to the Trial Court along with stated evidence, include an implicit response that invalidates those statements, arguments or requests to the contrary.

Challenge No. 214/2019, (B) Session dated Tuesday, 18/02/2020

Trial Court (Request for an Expert – Decline)

No fault shall attach to the Trial Court for declining the appellant's request to appoint a committee of experts or another expert to examine the subject matter of the legal action and the payments made to the respondent, as long as the Trial Court has found in the

expert reports and documents of the legal action sufficient grounds to form its opinion. Furthermore, the Trial Court has addressed this matter in the reasoning of its judgment, and therefore, no violation of the right to defense has occurred. Accordingly, the challenge raised against the contested judgment is factually baseless, and requires to be dismissed.

Challenge No. 954/2019, (B) Session dated Tuesday, 12/05/2020

Commercial Store (Sale – Commercial Register)

Pursuant to Article 8 of the Commercial Register Law, the sale or transfer of a commercial store shall be registered in the commercial register within one month from the date of the sale or transfer thereof. In this regard, the legislator has not solely prescribed a formal contract for the sale of the commercial store but has further stipulated that its validity is contingent upon its registration within the aforementioned statutory period.

Challenge No. 1067/2018, (A) Session dated Tuesday, 29/10/2019

Debtor (Payment – Delay – Interest)

If the debtor delays payment at maturity, the creditor shall have the right to claim the agreed-upon late payment charge (LPC) for the duration of the delay. The legislator affords a creditor the right to receive agreed-upon LPC on a loan upon the debtor's default of payment at maturity, for the duration of the delay, regardless of whether the loan is commercial or personal. The aforementioned Article only provides for a general provision regarding loans; therefore, it cannot be restricted or limited except by an explicit exception or condition.

Challenge No. 1108/2018, (B) Session dated Tuesday, 05/11/2019

Consumer (Protection – Supplier – Warranty)

The law imposes an obligation upon the supplier to provide warranty services, encompassing repair, maintenance, replacement, or monetary restitution. The trial court's determination to order replacement and award compensation is legally sound, as the prolonged deprivation of the product from the buyer negatively affects their mobility and that of their family, particularly where the vehicle has become an indispensable element of daily life.

Challenge No. 1134/2018, (B) Session dated Tuesday, 24/12/2019

Liability (Contractor – Engineer – Joint Liability)

Pursuant to Article 34 of the Transactions Law, the engineer and the contractor shall be jointly liable for a period of ten years in respect of any total or partial collapse of buildings or other permanent constructions undertaken by them, even if such collapse arises from a defect in the land itself or notwithstanding the employer's approval of the construction of defective structures. This liability shall further extend to any defects in the aforementioned buildings or constructions that compromise their structural strength and safety.

Challenge No. 1031/2020, (A) Session dated Monday, 17/08/2020

Interest (Company – Liquidation – Ancillary Action)

The plea for incapacity is factually baseless as against the appellant, given that the request for the dissolution and liquidation of the company would prejudice the interests of the partners initiating the ancillary action. The necessity of safeguarding their rights establishes the existence of a legitimate interest, thereby satisfying the requisite legal conditions for capacity. Consequently, this plea also requires to be dismissed.

Challenge No. 1192/2019, (B) Session dated Tuesday, 21/04/2020

Set-Off (Judicial – Request – Submission – Procedures – Litigation – litigant)

Although Article 125 of the Civil and Commercial Procedures Law permits the defendant to lodge incidental requests, including a request for a set-off, Article 123 of the same Law stipulates that such incidental requests – whether submitted by the plaintiff or the defendant – must be brought before the court through the customary procedures for the commencement of legal actions prior to the designated session date. Alternatively, they may be presented orally during the session, provided that the other litigant is present and such submission is formally recorded in the minutes of the session.

Challenge No. 469/2020, (A) Session dated Monday, 28/09/2020

Contracting Agreement (Delay – Penalty)

A delay penalty or a penalty clause within a contracting agreement shall be, in essence, a pre-estimation of the compensation payable for any delay in completion or delivery of a project. Such contractual compensation shall serve as a predetermined measure of the debtor's liability for the fulfillment of their obligation. The contested judgment ruled to compensate the appellant within the limits of the expenses incurred in relation to the project.

Challenge No. 160/2019, (B) Session dated Tuesday, 24/12/2019

Cassation (Referral – Adherence – Reason – Legal Matter – Violation)

The court to which the legal action is referred shall adhere to the judgment of the Supreme Court regarding the legal matter, upon which it has rendered a decision. Given that the said legal matter has attained the authority of res judicata, the referral court may not deviate from the judgment of the Supreme Court for any reason whatsoever.

Challenge No. 305/2019, (A) Session dated Monday, 09/03/2020

Cassation (Referral – Res Judicata – Judgment – Panel – Different)

Pursuant to Article 260(2) of the Civil and Commercial Procedures Law, when a judgment is annulled and the legal action is referred back to the same court that rendered the contested judgment for reconsideration by a different panel, that court shall be bound to adhere to the judgment of the Supreme Court on the legal matter it has determined. In this context, the term 'legal matter' denotes any issue that has been submitted to the Supreme Court and upon which it has deliberately and explicitly formulated an opinion. Consequently, the judgment of the Supreme Court shall attain the authority of res judicata within the limits of the legal issue(s) decided, precluding the referral court from contravening this binding authority when re-examining the legal action.

Challenge No. 243/2020, (A) Session dated Monday, 31/08/2020

Maritime Transport (Carrier – Obligation – Liability)

The carrier's obligation shall be duly discharged upon transporting the cargo to the port of destination and delivering it to its owner or consignee in an intact condition and within the agreed-upon period. The carrier shall be liable for any failure to achieve this outcome, including the loss, shortage, damage, or delayed delivery of the cargo. This liability shall only be waived if the carrier proves that non-performance of the obligation was due to an external cause beyond its control, such as force majeure, the shipper's fault, an inherent defect in the cargo, or a fault of third party, as specified under Article 252 of the Maritime Law, which delineates the grounds for exemption from liability for the loss or damage of the cargo.

Challenge No. 185/2016, (A) Session dated Tuesday, 04/02/2020

Agency (Renewal – Execution – Continuation)

An agency, like any other contract, shall be deemed renewed upon the continued execution of its terms by both parties thereof.

Challenge No. 837/2019, (B) Session dated Tuesday, 01/09/2020

Agency (Apparent - Effects)

If the principal contributes—whether through action or omission—to creating an external appearance that misleads a third party acting in good faith who contracts with the agent, rendering such third party justified in believing that the agent had authority to act, then the third party may invoke the effects of the transaction against the principal on the basis of apparent agency (agency by estoppel).

Challenge No. 117/2017, (A) Session dated Monday, 16/03/2020

Decisive Oath (Administration – Perpetrator)

The decisive oath shall be directed to the actor directly involved in the disputed act. In this case, the individual who took the oath was present at the relevant place at the time of the alleged receipt of certain items and duly performed the oath as requested by the appellant. Accordingly, no fault can be attributed to them for doing so, and the matter is thereby settled. It is established that the obligation to take the oath does not fall upon a delegate but rather upon the actor who directly performed the act.

Challenge No. 136/2019, (B) Session dated Tuesday, 29/10/2019

Decisive Oath (Administration – Conditions – Evidentiary Weight)

The decisive oath is the right of the litigant, not the judge. A litigant may administer it at any stage of the proceedings, and the judge shall accept the request to administer the oath if the conditions for doing so are met. For example, the oath shall pertain to the subject matter of the legal action, be relevant to the resolution thereof, and shall not contradict any rule of public order. The judge may, however, refuse the oath if it is irrelevant or if there is evidence of abuse in its administration by the requesting party.

The evidentiary weight of a decisive oath shall be limited strictly to the incident upon which it is administered. If the oath relates to only part of the dispute or to a preliminary issue and does not resolve the entire dispute, the remainder of the dispute shall still be adjudicated based on the other available evidence and circumstantial indicators presented in the legal action. However, the binding evidentiary weight of the oath shall be upheld such that the parties may not re-litigate the matter that was the subject of the oath and was thereby conclusively resolved.

Challenge No. 265/2019, (A) Session dated Tuesday, 07/04/2020

Expert Fees (Assessment – Litigation against the Court)

A grievance against the trial judge's decision regarding the determination of fees owed to an expert for services rendered in a specific legal action shall not permit the filing of a legal action directly against the court while considering it a principal party to the dispute. The law does not allow such a course of action. Although the legislator has granted the expert the right to object if dissatisfied with the fees determined, it has also prescribed a specific legal procedure for such objections. The appellant was obligated to follow that designated procedural path. By pursuing the legal action in this manner, the appellant thereby deviated from the legal procedural path, since under no circumstances can the court be made a party to such proceedings.

Challenge No. 1054/2020, Session dated Tuesday, 09/11/2021

Agreement (Penalty – Cheques)

The contract is a legally binding agreement between the parties. As long as the contract stipulates that the debtor shall bear a penalty for dishonored cheques, the debtor is bound by that obligation.

Challenge No. 550/2020, Session dated Wednesday, 20/10/2021

Jurisdiction (Omani Courts)

Pursuant to Article 30(b) of the Civil and Commercial Procedures Law, Omani courts shall have jurisdiction to consider legal actions filed against non-Omanis without domicile/residence in the Sultanate of Oman when: (i) the legal action concerns assets located in Oman; or (2) relates to obligations formed, performed, or requiring performance therein.

Challenges Nos. 573, 627, 631 & 632 of 2020, Session dated Tuesday, 02/11/2021

Service of Notice (Procedures – Nullity)

It is legally established that procedural steps necessary for initiating and proceeding with a legal action shall affect the validity of the judgment; thus, if any of those steps are marred by nullity, such defect shall extend to the judgment itself. Accordingly, failure to properly investigate the correct address of the defendant or the appellee, and proceeding directly to service by publication, shall constitute a violation and misapplication of the law. This procedural defect shall result in nullity warranting cassation, in accordance with Articles 9, 10, and 11 of the Civil and Commercial Procedures Law.

Challenge No. 378/2021, Session dated Tuesday, 12/10/2021

Service (Actual Knowledge - Presumptive Knowledge – Constructive Knowledge, Methods) – Time Limits for Challenge (Commencement – Relevance) – Service of Judgments (Exception) – Law (Application of Articles 9, 10, 11, 13, 21, and 204 of the Civil and Commercial Procedures Law

As per the rulings of the Supreme Court and pursuant to the provisions of Articles 9, 10, and 13 of the Civil and Commercial Procedures Law—set forth under the general provisions of the law—it is established that the general rule for the service of judicial documents by court bailiffs

is that such documents shall be delivered either to the addressee in person or at their original or elected domicile, in order to ensure that they acquire actual knowledge thereof. This may be achieved by delivery directly to the addressee in person, which shall constitute actual knowledge; or by delivery at the addressee's domicile to one of the persons residing therein, such as a spouse, relative, in-law, servant, or any person who declares that they are the addressee's agent or employee, in accordance with Article 9 of the aforementioned Law, which constitutes presumptive knowledge. If none of these individuals is available, service may be made by delivery to the competent administrative authority within the jurisdiction of the addressee's domicile, provided that the bailiff also shall send a registered letter with acknowledgment of receipt to the addressee informing them of the person to whom the documents have been delivered. In such cases, service shall be deemed effective from the time the documents are delivered to the administrative authority, in accordance with Article 10. Alternatively, if the addressee has no known domicile within or outside the country, service shall be effected by delivery to the Public Prosecution, in accordance with Article 13, which constitutes constructive knowledge. However, the legislator has departed from this general rule with respect to the service of judgments upon a defendant who failed to attend all scheduled sessions of the legal action and did not submit a written memorandum of defense. In such circumstances, Article 204 of the Civil and Commercial Procedures Law requires that the judgment be served upon the defendant personally or at their original domicile. This requirement is stated in recognition of the legal effect of such service, that is, the commencement of the legally specified period for the initiation of an appeal/a challenge—an exception to the general rule that the appeal/challenge period begins from the date of issuance of the judgment. This exception reflects the legislator's intent to provide additional safeguards to ensure that the defendant has actual knowledge of the judgment before the period for appeal/challenge begins to run against them. Accordingly, service shall result in actual

or presumptive knowledge of the defendant, while constructive knowledge alone is insufficient in this regard. This represents an express exception to the general rule stipulated under Article 11 of the Civil and Commercial Procedures Law, which allows for service via publication in a widely circulated daily newspaper when the defendant has no known domicile, rendering the service by usual methods impossible. Service in this case shall be limited to constructive knowledge. While this form of notice (e.g. constructive knowledge) is sufficient for the validity of service of other judicial documents, it is not sufficient for the service of judgments, as it fails to fulfill the purpose underlying the special exception set forth under Paragraph 4 of Article 204 of the Civil and Commercial Procedures Law. Accordingly, such service shall not trigger the commencement of the period for appeal/challenge against the judgement. Moreover, the mere fact that the judgment debtor has knowledge of the judgment from any source—other than those specified in Article 10 of the same Law—shall not, in and of itself, initiate the legal period for appeal/challenge, unless the judgment creditor or other interested party can prove that proper service of the judgment occurred and that the judgment debtor actually received the notice from the designated source, or received the registered letter in which the bailiff notified the judgment debtor of the party to whom the judgment was delivered. Only then is the purpose of the service fulfilled, namely, that the judgment debtor is made aware of the decision issued against them, in accordance with Article 21 of the Civil and Commercial Procedures Law, and the service shall be deemed effective, thus triggering the legal period for appeal/challenge.

Challenge No. 281/2021, Session dated Tuesday, 14/06/2022

Petition for Reconsideration (Fraud – Evidence – Decisive Document)

Pursuant to Article 232(c) of the Civil and Commercial Procedures Law, a petition for reconsideration may be based on the discovery, after

the judgment has been rendered, of decisive documents in the legal action, which the other litigant had prevented from being submitted. The clear implication of this provision is that it shall be the other litigant in the original legal action who prevented the submission of the decisive document, and that the petitioner obtained this document only after the judgment was issued.

According to Article 232(a), fraud as a ground for petition for reconsideration is a factual matter to be assessed by the trial court. However, the trial court is bound to provide sound reasoning for its judgment, derived from evidence established under the documents of the legal action, with the supervision of the Supreme Court.

Challenge No. 572/2020, Session dated Tuesday, 09/11/2021

Legal Guarantee (Liability of Principal for Agent – Joint Liability)

Insurance (Accident – Blood Money)

The liability of a principal (employer) for unlawful acts committed by their agent (employee) is established by the law and is based on the concept of legal guarantee. The principal is considered, by operation of law and not by contract, to be a joint guarantor for the acts of the agent. Accordingly, the injured party shall have the right to seek compensation directly from the principal for the damage caused by the agent's unlawful acts. This is considered vicarious liability, and it obligates both the agent and the principal jointly to provide compensation.

Challenge No. 868/2021, Session dated Tuesday, 11/01/2022

Agreement (Penalty – Cheques)

The contract is a legally binding agreement between the parties. As long as the contract stipulates that the debtor shall bear a penalty for dishonored cheques, the debtor is bound by that obligation.

Challenge No. 550/2020, Session dated Wednesday, 20/10/2021

Agreement – "Finality of First Instance Judgment" Judgment – "Waiver of Appeal" Law – Application of Article 211 of the Civil and Commercial Procedures Law

Article 211 of the Civil and Commercial Procedures Law provides for an exception to the general rule regarding the right to litigation and its prescribed stages, as determined by the legislator—namely, initiating a case at first instance, appealing the judgment before the court of appeal, and subsequently challenging it before the Supreme Court. This right of appeal, which the legislator has granted to litigants, is a personal right entirely at their discretion. A litigant may choose to accept the judgment of the court of first instance without pursuing an appeal, if they deem doing so to be in their best interest. The law does not impose a mandatory obligation on any party to appeal a first-instance judgment. Accordingly, no party may be rendered marred by choosing what serves their interest. The effect of such an agreement is that the judgment rendered by the court of first instance becomes final and binding upon both parties, and neither is required to contest against it to a higher court. This agreement is not in violation of the law; rather, it is protected by it.

Challenge No. 825/2021, Session dated Tuesday, 14/06/2022

Commercial Papers (Acknowledgment – Debt)

It is well-established that an acknowledgment which negates the presumption of payment and establishes indebtedness may be either explicit or implied. An implied acknowledgment of debt may be inferred from any act or conduct of the debtor indicating that they remain liable for the debt, whether the obligation arises from a bill of exchange, promissory note, or any other commercial instrument.

Challenge No. 1106/2021, Session dated Tuesday, 28/06/2022

Insurance (Accident – Blood Money)

The liability of a principal (employer) for unlawful acts committed by their agent (employee) is established by the law and is based on the concept of legal guarantee. The principal is considered, by operation of law and not by contract, to be a joint guarantor for the acts of the agent. Accordingly, the injured party shall have the right to seek compensation directly from the principal for the damage caused by the agent's unlawful acts. This is considered vicarious liability, and it obligates both the agent and the principal jointly to provide compensation.

Challenge No. 868/2021, Session dated Tuesday, 11/01/2022

Insurance (Liability – Statute of Limitation)

It is established that although the general rule, pursuant to Article 185 of the Civil Transactions Law, stipulates that a legal action for compensation arising from a harmful act shall be time-barred after five years from the date the injured party has become aware of the harm and the person responsible for it. In all cases, it shall be subject to the statute of limitation after the lapse of fifteen years from the date when the harmful act has occurred. This general rule has been specifically qualified by Article 16(a) of the Motor Vehicle Insurance Law, which provides that legal actions arising under the application of this law shall not be heard after the lapse of two years from the date of the incident giving rise to that legal action. An exception to this rule is made where material facts related to the insured risk were concealed or misrepresented. In such cases, the limitation period shall begin from the date the interested party has become aware of the concealed or corrected information. This shall not be affected by the fact that the injured third party does not have a direct contractual relationship with the insurer. Pursuant to Article 2 of the Motor Vehicle Insurance Law, the third party insurance contract is a contract by which the insured transfers to the insurer the burden of fulfilling

any compensation that may be adjudged against them, in the event the insured risk materializes and the liability of the driver of the insured vehicle or their equivalent is established. However, the law has granted the injured third party a right of recourse against the insurer by virtue of legal action, as expressly provided under Article 13 of the same law.

Challenge No. 998/2021, Session dated Tuesday, 08/03/2022

Arbitration (Action for Annulment– Suspension of Execution)

According to Article 57 of the Arbitration Law, filing a legal action for annulment does not suspend the execution of the arbitral award unless the Court of Appeal handling the annulment action orders a suspension of execution of the arbitral award pending resolution of the annulment action. This means that a request to suspend the execution of the arbitral award submitted before the execution judge shall be rejected as long as the court adjudicating the annulment action has not issued a suspension order.

Challenge No. 274/2020, Session dated Tuesday, 21/12/2021

Reasoning of Judgment (Substantial Deficiency – Non-Substantial Defense)

For a deficiency in reasoning to warrant nullification of a judgment, the defense that the court has disregarded to address shall be substantial, in the sense that it could potentially alter the right opinion in the legal action. If such defense is not substantial, the court's omission to address it does not nullify its judgment.

Challenge No. 672/2021, Session dated Tuesday, 05/01/2022

Compensation (Agreement – its Interest) – Interest (its Applicability to Compensation Amount)

The interest stipulated under Article 80 of the Commercial Law shall not apply to compensatory interest, which shall only be awarded if the debt is determinate at the time of the request. Thus, its amount is based on established principles and is subject to estimation by the court at the time of the request as per its discretion of the harm suffered. Moreover, compensation may not be awarded on compensation, as this would result in unjust enrichment of one party at the expense of the other.

Challenges Nos. 573, 627, 631 & 632 of 2020, Session dated Tuesday, 02/11/2021

Compensation (Penalty Clause) - Agreement (Penalty Clause) - Trial Court (Discretion)

It is well established in judicial jurisprudence that creditor and debtor may agree in advance on the compensation due to the former in the event that the latter fails to fulfill or delays their obligation. Either of these circumstances constitutes grounds for entitlement to compensation. This is referred to as a [penalty clause], which the court must enforce within the discretion of the trial court, provided that the conditions for its applicability are met.

Challenges Nos. 573, 627, 631 & 632 of 2020, Session dated Tuesday, 02/11/2021

Compensation (Moral Damage – Assessment – Requirements)

The trial court shall have the discretion to assess compensation for moral damage, provided that such assessment is reasoned, by demonstrating the nature of the harm and measuring its impact on the appellant's psychological and emotional state — such as grief, sorrow, or other distressing emotions — in a manner that renders the awarded amount proportionate and appropriate to the extent of the

damage suffered. As for material (pecuniary) damage, the same principle shall apply, except that it shall be clearly conceptualized, subject to objective criteria based on which compensation is determined, including actual losses suffered by the appellant, expenditures incurred or reasonably expected to be incurred to remedy the consequences of the harmful act, and anticipated profits lost as a direct result of that act.

Challenge No. 878/2021, Session dated Tuesday, 02/11/2021

Commercial Statute of Limitation (Statute of Limitations on Bills of Exchange – Acknowledgment)

As per the rulings of the Supreme Court, it is legally established that the statute of limitations on bills of exchange, as set forth under Article 514 of Commercial Law No. 55/1990, is based on a presumption of payment, inferred from the creditor's silence and failure to claim the debt within the prescribed period. However, this presumption may be rebutted by the debtor's acknowledgment of non-payment of the debt. Such an acknowledgment of the debt and its continued existence as a lability of the debtor effectively negates the presumption of payment. Accordingly, a debtor may not invoke the limitation period if they have acknowledged the existence of the debt and their failure to pay it.

Challenge No. 1106/2021, Session dated Tuesday, 28/06/2022

Statute of Limitation (Conditions – Link to Penal Action)

The expiry of the limitation period that extinguishes a civil legal action shall be suspended by the application of the principle that "penal proceedings suspend civil proceedings," provided that a penal action is pending before the competent court. In the absence of such a penal action, the limitation period shall continue to run.

Challenge No. 1251/2020, Session dated Tuesday, 22/11/2021

Execution (Insolvency – Proof – Investigation)

Where the court follows the prescribed procedures to investigate the existence of any assets belonging to the judgment debtor, and the competent authorities respond indicating that the judgment debtor holds no assets, such a response shall constitute proof of the judgment debtor's insolvency, in accordance with Article 425(d). This Article stipulates that if insolvency is established with sufficient evidence, the debtor may not be coerced by imprisonment. The negative responses received by the court, which give it actual knowledge of the absence of any assets, qualify the debtor as insolvent. Accordingly, coercive imprisonment upon the debtor shall not be permissible, and the request for imprisonment shall be legally baseless.

The temporary closure of the execution file shall not prejudice the execution creditor, who may notify the execution judge and resume execution procedures should any assets be discovered.

Challenge No. 66/2021, Session dated Tuesday, 26/10/2021

Customs (Customs Information)

According to Article 51 of the GCC Unified Customs Law, as implemented by Royal Decree No. 67/2003, owners of goods or their representatives shall be entitled to access customs information and documents upon submission of a request to the Directorate General of Customs. However, third parties shall not be entitled to such access unless they are judicial or official bodies with the authority to request such information when the interest so requires. Courts may not request access to such information unless they are adjudicating a dispute between two parties, where the Directorate General of Customs is not a party, and a resolution of the dispute necessitates the disclosure of such information and documents.

Challenge No. 1080/2020, Session dated Tuesday, 07/12/2021

Execution Attachment (Debt – Retirement Pension)

Pursuant to Article 6 of the Law on Pensions and End of Service Gratuity promulgated by Royal Decree 26/86 and its amendments, the retirement pension or end-of-service gratuity may not be assigned or attached except for a debt due to the government. Accordingly, it is impermissible to attach the entirety of a retiree's pension in order to satisfy a debt owed to a private bank.

Challenge No. 672/2021, Session dated Tuesday, 05/01/2022

Judgment for Determination of Fact (Inadmissibility – Not Conclusive of the Dispute)

A first-instance judgment shall be subject to appeal if it dismisses a legal action seeking the determination of a fact (proof of situation) on the grounds of lack of jurisdiction, as matters of this nature fall within the jurisdiction of the judge of urgent matters. Even if the operative part of the judgment states that the legal action is inadmissible due to being filed incorrectly (i.e., outside the prescribed legal procedure), it remains subject to appeal. Accordingly, a judgment of court of appeal shall be deemed to be in contravention of the law if it determines that an appeal is inadmissible on the grounds that the first-instance judgment does not resolve the merits of the dispute.

Challenge No. 390/2021, Session dated Tuesday, 14/12/2021

Judgment (Service – Publication)

Service of judgment by publication is not automatic solely because service by publication was effected at the pre-judgment stage. The court shall exercise due diligence in effecting service and verify the addressee's status to be served by publication for the judgment. The legislature mandates that the judgment debtor shall first be served personally. If personal service is unfeasible, service shall be attempted at their elected domicile. Only thereafter may service by publication proceed. Any deviation from this procedure shall

constitute a violation of the legislator's prescribed path, and render the service invalid. Consequently, the legal period for appeal shall begin to run against the appellant who was served with the judgment through such publication.

Challenge No. 898/2020, Session dated Tuesday, 02/11/2021

Judgment (Appeal – Referral – Condition)

As per the rulings of the Supreme Court, it is established that if the court of appeal upholds the first-instance judgment, it may refer to the facts of the legal action or the grounds on which the judgment is based, provided that these grounds are sufficient to support the final decision. In addition, the parties have not raised new defenses before the court of appeal that would differ fundamentally from those presented to the court of first instance.

Challenge No. 1084/2020, Session dated Tuesday, 08/03/2022

Judgment (Details – Deliberation)

According to Articles 163, 165 and 172 of the Civil and Commercial Procedures Law, every judgment shall involve certain details, including the issuing court, the date and place of issuance, whether it is issued in a civil, commercial, or other matter, and the names of the judges who participated in the decision. Furthermore, the judgment shall be issued after deliberation has been dully completed, which is confidential and conducted in private among the judges, if more than one. The presiding judge shall, before expressing his own opinion, gather the opinions, starting with the most recent judge and proceeding to the senior-most judge. No one other than the judges who heard the pleadings may participate in the deliberation. Violating this procedure shall render the judgment null and void. The rationale for this nullity is to ensure that the judges who participate in the deliberation and issue the judgment are fully aware of all the evidence

presented in the legal action, so that the deliberation is based on a comprehensive understanding of the elements of the legal action. This is not possible if a judge who is unaware of all the elements participates in issuing the judgment.

Challenge No. 157/2021, Session dated Tuesday, 02/11/2021

Arbitral Award (Annulment) – Law (Application of Article 53 of the Arbitration Law) – Legal Action (Annulment of Arbitral Award)

According to Article 53(e) of the Arbitration Law, a legal action filed for the annulment of an arbitral award may be accepted if the formation of the arbitral tribunal or the appointment of the arbitrators was done in violation of the law or the agreement between the parties. It is legally established that excluding the application of the contract made between the parties is equivalent to excluding the application of the law agreed upon, as the contract is a legally binding agreement between the contracting parties. The violation of the arbitral award in such cases shall result in the annulment of the arbitral award.

Challenge No. 113/2021, Session dated Tuesday, 07/12/2021

Arbitral Award (Execution - Objection)

According to Article 58(3) of the Arbitration Law in Civil and Commercial Disputes, objection may not be made to the order issued for the execution of an arbitral award. Accordingly, in line with this provision, since objections may not be made to the order for the execution of the arbitral award, it shall follow that objections may not be made to the execution order before the execution judge.

Challenge No. 274/2020, Session dated Tuesday, 21/12/2021

Arbitral Award (Typographical Error) – Legal Action for Annulment (Inadmissibility)

A material or typographical error in the date of the issuance of the arbitral award shall not affect the arbitral award and can be corrected. Therefore, a legal action for the annulment of the arbitral award based on such an error may not be accepted.

Challenge No. 631/2021, Session dated Tuesday, 29/03/2022

Judgment (Defense - Deficiency in Reasoning)

As per the rulings of the Supreme Court, deficiency in reasoning occurs when the court fails to fulfill one of its most significant duties, which is to thoroughly examine the defense of the parties, understand the meaning thereof, and apply the law accordingly, whether the defense is made orally, in writing, or by document that the party has used to support their defense. It is insufficient for the court merely to address a litigant's defense; it must also comprehend the fundamental purport thereof to ensure that its response is commensurate with the facts of the defense. For a judgment to be deemed invalid on such grounds, the defense that the court disregarded or addressed without thorough scrutiny must be of a substantive merit, such that its proper consideration could potentially alter the correct determination of the legal action. If the defense lacks substantive merit, the court’s disregard in responding thereto or any misapprehension in its understanding thereof or response thereto shall not invalidate its judgment.

Challenge No. 370/2021, Session dated Tuesday, 05/01/2022

Judgment for Reconciliation (Invalidity – Inadmissibility)

If the court of first instance renders a judgment in a specific legal action to establish a reconciliation, the judge of first instance shall render that judgment in his jurisdictional capacity, not in his judicial

capacity. Consequently, if an appeal is filed against that judgment, the court of appeal may not examine any substantive defenses raised by the appellant—regardless of their merit. Instead, it shall rule that the appeal on reconciliation is inadmissible. If this judgment contains any defects rendering it void, the party with a vested interest and legal capacity may file a separate legal action for the invalidation of the reconciliation.

Challenge No. 292/2021, Session dated Tuesday, 16/11/2021

Judgment (Dismissal of the Legal Action for Procedural Deficiencies)

Pursuant to Article 203 of the Civil and Commercial Procedures Law and as per the rulings of the Supreme Court, a challenge by cassation to the Supreme Court may only be filed against final judgments, which have conclusively adjudicated the merits of the legal action in any manner. Judgments dismissing a legal action for procedural deficiencies (in limine litis) do not qualify as final judgments; therefore, the challenge by cassation shall be inadmissible.

Challenge No. 142/2021, Session dated Tuesday, 23/11/2021

Judgment (Death - Discontinuation of the Legal Action - Effects)

If a judgment is issued by the trial court against a person who had died prior to the legal action being reserved for judgment, this shall result in the discontinuation of the legal action, which may not be remedied by any subsequent procedural step, resulting in the nullity of the proceedings. This shall constitute a matter of public order, which the court shall raise by itself, as it leads to the nullification of the judgment.

Challenge No. 1293/2020, Session dated Tuesday, 08/03/2022

Plea (Capacity)

If it is proven that the appellant has no capacity or interest in raising the plea, the court shall disregard and reject such plea.

Challenges Nos. 573, 627, 631 & 632 of 2020, Session dated Tuesday, 02/11/2021

Ancillary Action (Procedures for Filing – Joinder of Parties – Nullity – Public Order)

Pursuant to Article 123 of the Civil and Commercial Procedures Law, the legislator has provided two options for the parties, either to file an ancillary action through submission thereof to the court's clerk, or to present an incidental request orally during the session in the presence of the other litigant. If the latter is absent, the ancillary action shall necessarily be filed following the standard procedures for initiating a legal action. Furthermore, under Article 117 of the same law, the procedural irregularity of the joinder does not ipso facto entail the nullity of the ancillary action. Instead, the utmost consequence is the inadmissibility of the same against the joined party.

Article 117 of the same law stipulates that the joinder of a party possessing the legal capacity to be joined necessitates adherence to the standard procedures for initiating a legal action prior to the scheduled session date. In addition to satisfying the general prerequisites for the joinder of a party and the requirement of a nexus between the joinder request and the original legal action, the third party must be formally summoned according to the standard procedures for initiating a legal action prior to the scheduled session date. Pursuant to Article 67 of the same law, this entails the service of a writ of summons upon the intended third party before the session date as stated in Article 67, ensuring the fulfillment of all procedural requirements of statements of legal actions, and the attendance at the designated session. Non-compliance with the same entitles the

joined party to raise an objection at any stage of the proceedings, contesting the admissibility of the joinder on the basis of its contravention of public order.

Challenges Nos. 573, 627, 631 & 632 of 2020, Session dated Tuesday, 02/11/2021

Mortgage (Debt - Failure to Repay - Sale of Mortgaged Property)

A mortgage shall serve as collateral for repayment and may only be activated in the event of failure to repay the adjudged amount. Financing companies shall have the right to take all available legal procedures to protect their rights. Therefore, there is no legal barrier preventing the creditor from being authorized to sell the mortgaged vehicle for their benefit in case of failure to repay.

Challenge No. 550/2020, Session dated Wednesday, 20/10/2021

Joint-Stock Company (Representation - Status) – Law (Application of Article 186 of the Companies Law)

Pursuant to Article 186 of the Companies Law No. 19/2019, the representation of public joint-stock companies before judicial tribunals is specifically vested in the Chairman of the Board of Directors or their Vice Chairman in the event of the Chairman's absence. The Article further limits the delegation of such representation authority to the members of the Board of Directors, thereby safeguarding the interests of the company and its shareholders.

Challenge No. 965/2020, Session dated Tuesday, 18/01/2022

Holding Company (Legal Personality - Debts - Responsibility)

Pursuant to Article 231 of the Commercial Companies Law, both a holding company and its subsidiaries shall possess separate and independent legal personality. The holding company shall bear no

liability for the debts of its subsidiary, signifying that the subsidiary's legal personality remains distinct and autonomous from that of the holding company. Consequently, the operational activities of the respondent company are separate and distinct from those of the holding company, as the latter is not liable for the debts of the subsidiary, as expressly provided in the aforementioned Article.

Challenge No. 374/2020, Session dated Wednesday, 20/10/2021

Statement of Appeal (Invalidity) - Appeal (Inadmissibility) - Law (Application of Article 219 of the Civil and Commercial Procedures Law)

Pursuant to Article 219 of the Law of Civil and Commercial Procedure, in addition to the particulars requisite for the initiation of a legal action as prescribed by Articles 64 and 65 of the same Law, a statement of appeal shall delineate specific details pertaining to the appeal so as to preclude any ambiguity. These details shall include the precise identification of the judgment under appeal, its date of rendition, and a clear and unequivocal specification thereof in a manner that obviates any confusion or vagueness. Furthermore, the statement of appeal shall set forth the grounds for the appeal, outlining both the factual and legal bases upon which the appellant contends the judgment to be erroneous, and detailing the specific points upon which modification or annulment of the judgment is sought. Non-compliance with these mandatory requirements shall render the statement of appeal formally invalid and inadmissible.

Challenge No. 243/2021, Session dated Tuesday, 11/01/2022

Statement of Appeal (Lack of Grounds - Effect)

The appellant shall not be prejudiced for the omission of the grounds for their appeal in the initial submission, provided that the delay in procuring a copy of the judgment of first instance was attributable to circumstances beyond the appellant's control, such as a delay in the

official printing of the judgment. Imputing responsibility to the appellant for such a delay would be manifestly unreasonable. It is a well-established principle in both legal doctrine and judicial precedent that in instances necessitating legal interpretation, the law may be applied with a degree of flexibility to accommodate such exigencies, and this flexibility ought not to result in an expansive application of the law. Therefore, the appellant should be afforded an opportunity to submit a supplementary memorandum detailing the grounds for the appeal.

Challenge No. 1220/2020, Session dated Tuesday, 29/03/2022

Capacity in Legal Action (Condition)

It is a settled legal principle that the legal capacity of a party to litigate constitutes a necessary and indispensable condition for the due admissibility and continuation of a legal action. In the absence of such capacity, the legal action shall be deemed inadmissible ab initio, and the courts are precluded from proceeding with the legal action, examining its merits, or rendering a judgment of acceptance or rejection. Consequently, the legal action must be instituted by and against the party possessing the requisite legal capacity to litigate therein.

Challenge No. 304/2021, Session dated Tuesday, 28/06/2022

Executive Copy (Loss - Reissuance)

It is legally established that the copy used for execution is stamped with the court's seal and filed in the relevant execution department with the writ of execution appended. Such a copy shall only be delivered to the party entitled to benefit from the execution of the judgment, and only of the judgment is executable. The first executive copy may be requested by submitting a petition to the court that issued the judgment, which shall rule on the request in accordance with the procedures prescribed under the "Orders on Petitions"

section of the law. Moreover, a second executive copy may not be issued to the same party except in cases where the first copy has been lost. In such cases, the court that rendered the judgment shall adjudicate any dispute concerning the issuance of a second executive copy—provided that the request is formally served by one party on the other, in compliance with Articles 174, 176, and 177 of the Civil and Commercial Procedures Law.

Challenge No. 1458/2021, Session dated Tuesday, 28/06/2022

Income Tax (Law Firms)

If a law firm operates as a branch of a foreign company engaged in legal practice and consultancy services in the Sultanate of Oman, both locally and internationally, the revenue generated from such activities shall be considered professional income subject to taxation. Consequently, the work performed by lawyers and consultants, whether they are affiliated with the firm, contracted with it, or non-residents
in the Sultanate, shall fall within the scope of professional activities as defined under Articles 28 and 29 of the Income Tax Law promulgated by Royal Decree No. 28/2009, as well as Article 6 of the Executive Regulations thereof. Accordingly, the fees they receive are derived from professional activities and are therefore taxable. Under no circumstances can these fees be considered as deductible expenses.

Challenge No. 248/2021, Session dated Tuesday, 23/11/2021

Appeal (Initiation) - Law (Application of Article 26 of the Executive Regulations of the Law on the Simplification of Litigation Procedures)

Pursuant to Article 26 of the Executive Regulations of the Law on the Simplification of Litigation Procedures, the determinative factor for the valid electronic initiation of statements of claims or appeals is the date of payment of the statutorily prescribed fee.

Challenge No. 1375/2021, Session dated Tuesday, 14/06/2022

Appeal (Appeal - Inadmissible - Public Order)

It is legally established that the procedures for filing an appeal are related to public order, and the court may raise it by itself. Furthermore, an appeal may not be filed where a prior appeal has already been lodged against the same judgment. An appeal may not be made on an appeal, meaning that a judgment may not be appealed twice. Therefore, any subsequent appeal filed shall be deemed inadmissible and contrary to established legal procedure. Therefore, the second appeal shall be dismissed as inadmissible.

Challenge No. 706/2021, Session dated Tuesday, 23/11/2021

Appeal (Statement of Appeal – Payment of Fee – Period)

The statement of appeal shall be submitted within the statutory period, which is not related to the date of payment of the fees that may be paid subsequent to the submission of the statement of appeal. Failure to pay such fees at the time of submission does not invalidate the appeal. Therefore, the appeal is formally accepted when it is filed within the statutory period.

Challenge No. 1110/2020, Session dated Tuesday, 11/01/2022

Challenge (by Way of Cassation – Right) – Power of Attorney (to File Challenge by Cassation) – Capacity (in the Challenge)

As per the rulings of the Supreme Court, it is established that filing a challenge by cassation shall constitute a personal right exclusively vested in the judgment debtor. The judgment debtor alone may exercise or waive this right based on his perceived interest. No third party may intervene in this right without explicit authorization. Consequently, the challenge submission to the court registry shall be made personally by the judgment debtor, or by a specifically authorized attorney (through a special power of attorney for cassation), or by a generally authorized attorney whose power of attorney expressly includes cassation challenges. Failure to comply

with these requirements shall render the challenge inadmissible for incapacity.

Challenge No. 965/2020, Session dated Tuesday, 18/01/2022

Challenge (Legal Period for Challenge – Lapse of Time)

A Challenge to the Supreme Court shall be filed within forty (40) days, commencing the day following the issuance of the judgment, in accordance with Articles 242 and 204 of the Civil and Commercial Procedures Law. Failure to comply with this period shall require the Challenge to be dismissed for lapse of time.

Challenge No. 1150/2020, Session dated Tuesday, 02/11/2021

Motion to Reopen Pleadings – Trial Court (Discretion to Reopen Pleadings) – Legal Action (Reserved for Judgment - Submission of Documents)

As per the rulings of the Supreme Court, a motion to reopen pleadings is not a litigant's inherent right requiring automatic acceptance. Rather, it falls within the discretion of the Trial Court that is not obligated to grant such a motion if the papers of the legal action involve sufficient evidence to form its conviction and render a judgment therein. Furthermore, documents submitted after a legal action has been reserved for judgment are permissible only if the court has authorized their submission and the litigant has reviewed them.

Challenge No. 913/2020, Session dated Tuesday, 14/12/2021

Incidental Request (Condition)

Pursuant to Article 125(c) of the Civil and Commercial Procedures Law, an incidental request shall be connected to the original legal action in order to be validly brought as an ancillary action. Failure to satisfy this requirement shall render the ancillary action inadmissible.

Challenge No. 1106/2021, Session dated Tuesday, 28/06/2022

Requests (Public Order – Judgment Ultra Petita (Ruling Beyond Parties' Requests) - Trial Court - Implied Request)

Pursuant to the provisions of Article 243 of the Civil and Commercial Procedures Law, both the parties and the Supreme Court may raise issues related to public order, even if the appellant has not explicitly invoked them in the statement of challenge, provided that the elements necessary for adjudication are present in the facts and documents previously submitted to the trial court. The determination of the parties' requests is based on what is explicitly requested in the pleadings, rather than what is implied, as no judgment may be rendered in absence of a dispute, and no dispute exists without a properly instituted legal action. The court's obligation to adjudicate only on the claims presented by the parties stems from the judicial function itself, which is to adjudicate contested rights between disputing parties. Should the court exceed this scope, its ruling would be rendered on a matter not properly presented before it, thereby rendering the judgment fundamentally void and in violation of public order.

Challenges Nos. 573, 627, 631 & 632 of 2020, Session dated Tuesday, 02/11/2021

Aviation (Shipping – Compensation)

Pursuant to Article 158 of the Commercial Law, one of the essential particulars to mention in the bill of lading is to specify the value of the goods, as the shipper will charge special fees based on the declared value, which differs from standard fees. A mere customs declaration of the value of goods is irrelevant to the bill of lading, and does not substitute for the required specification therein. The value of valuable goods shall be specified in the bill of lading, so that the shipper may review the same and charge the applicable fees accordingly.

Consequently, Article 208 of the Commercial Law shall apply, whereby goods are deemed ordinary cargo, given that no value was declared in the bill of lading. As a result, compensation shall be calculated based on the weight in kilograms.

Challenge No. 58/2021 – Session dated Tuesday, 16/11/2021

Contract (Investment – Contractual Interest)

The investment contract is an agreement concluded under the principle of autonomy of free will, including terms and obligations unfettered by legal constraints save those contrary to public order or morality. In this context, it aligns with the Quranic Verse: *'O you who have believed, fulfill [your] contracts'* (Quran 5:1), and the legal maxim that the contract is legally binding agreement between the contracting parties. This rationale prevails because specific provisions within the Civil Law do not govern investment contracts, as they do not constitute nominate contracts for which the law prescribes defined rules.

Consequently, each party possesses the autonomy to stipulate terms as deemed appropriate, which are binding provided they are lawful and do not contravene public order or morality. It is pertinent to note, however, that exceptional circumstances may arise during the execution of the contract. The court retains the inherent authority to equitably balance the interests of the contracting parties. Accordingly, the trial court may deduct or adjust the proportion of the agreed-upon interest rate or amount, thereby achieving a balance between the stipulated rate and the benchmark rate issued annually by the Ministry of Trade and Industry in coordination with the Central Bank, while also taking into account the specific circumstances and nature of the investment. The fundamental objective of investment remains the engagement in capital appreciation with the ultimate aim of generating profits.

Challenge No. 1060/2021, Session dated Tuesday, 21/12/2021

Usufruct Contract (Breach - Administrative Decision)

Procedures taken by government entities within the scope of their legal powers shall not constitute an obstruction to the execution of an existing usufruct contract between the parties thereof; rather, it shall be considered an act within the bounds of their legal authority.

Challenge No. 223/2019, Session dated Tuesday, 05/10/2021

Lease Contract (Purpose of Lease) – Trial Court (Authority to Determine Purpose of Lease)

In a lease contract, if the purpose of the lease is not explicitly specified in the contract, the court may infer such purpose from the mutual intent of the parties as reflected in the provisions of the signed contract therebetween.

Challenges Nos. 589 and 699/2020, Session dated Tuesday, 09/11/2021

Insurance Contract (Loss – Breach of Trust – Third Party)

An insurance contract covering loss or damage extends to damages caused by the employees of a company, even if such acts constitute breach of trust, as long as the company has entered into an insurance contract against loss or damage, considering that such employees are regarded as third parties.

Challenge No. 80/2021, Session dated Tuesday, 09/11/2021

Financing Contract (Interest – Recalculation of Interest)

Where a financing company applies interest to the principal loan amount from the inception of the contract and distributes said interest across the installments due throughout the financing period, it may not claim recalculation of that interest on the outstanding

balance, as the company would charge interest twice, and this is impermissible.

Challenge No. 842/2020, Session dated Tuesday, 26/10/2021

Contract (Fault - Execution)

The contract is a legally binding agreement between the contracting parties. When it is validly formed, it acquires binding force upon both parties to execute their respective obligations. Consequently, a debtor's failure to perform contractual obligations or a delay in performance beyond the agreed term constitutes a contractual fault.

Challenges Nos. 573, 627, 631 & 632 of 2020, Session dated Tuesday, 02/11/2021

Contract (Rescission – Restitution of Status Quo)

Pursuant to Article 171 of the Civil Transactions Law, the court shall, in the event of the annulment or rescission of a contract, order that the contracting parties shall be restored to their status quo ante prior to the date of the contract. Violation of this legal requirement warrants quash of the judgment.

Challenge No. 992/2021, Session dated Tuesday, 31/05/2022

Contract (binding Agreement between the Parties – Condition)

A contract is a legal binding agreement between the contracting parties and shall take place of the law, as long as it has been validly concluded and is binding on both parties. Accordingly, any violation thereof shall be considered a contractual fault.

Challenges Nos. 589 and 699/2020, Session dated Tuesday, 09/11/2021

Subcontracting Agreement

It is legally established that the relationship between the main contractor and the subcontractor is that of an employer and a contractor, governed by the subcontracting agreement.

Challenge No. 188/2021, Session dated Tuesday, 26/10/2021

Contract (Relativity – Effect)

As per the rulings of the Supreme Court, it is established that Article 162 of the Civil Transactions Law stipulating, "The contract shall not incur any obligation to a third party but it may grant him a right thereof," indicates that the principle of relativity of the contract governs its binding force in terms of both persons and subject matter. Consequently, the effects of the contract are limited to its parties, their general or special successors, or creditors, within the limits prescribed by law. Thus, the rights and obligations arising from the contract shall apply exclusively to the contracting parties.

Challenge No. 188/2021, Session dated Tuesday, 26/10/2021

Maritime Transport Contract (Consignee – Obligation to Notify – Written Notice) – Law (Application of Article 255 of the Maritime Law)

Article 255 of the Maritime Law imposes an obligation upon the consignee to provide the carrier with written notice should the cargo owner or consignee assert that goods have sustained damage or loss. This provision delineates three scenarios, as follows. First Paragraph: The consignee is required to notify the carrier in writing of any damage or loss no later than the business day following the date of the delivery of goods to the consignee. Absent such notice, the delivery shall constitute prima facie evidence that the carrier has delivered goods in accordance with the description in the bill of lading, implying their receipt in good order and condition. Second Paragraph: Where a joint inspection or examination of goods is conducted by both the carrier and the consignee at the time of delivery to the

consignee, there is no need for written notification. Third Paragraph: If the damage or loss is not outwardly apparent, the consignee shall submit a written notice to the carrier within fifteen consecutive days following the date of the delivery of goods to the consignee.

Challenge No. 829/2020, Session dated Tuesday, 16/11/2021

Trademark (Definition – Distinctiveness – Criteria – Protection)

As per the rulings of the Supreme Court, it is well established that the purpose of a trademark is to serve as a means of distinguishing products and goods. This purpose is achieved by ensuring a clear distinction among trademarks used for similar goods to prevent confusion and deception among consumers. To determine whether a trademark possesses a unique and distinctive character, it must be assessed as a whole, rather than by analyzing its individual elements separately. The decisive factor is the overall impression created in the consumer's mind by the combination of letters, symbols, or images, and the form in which the trademark appears, regardless of its individual components or whether some elements are shared with another mark. The test is based on the perception of an average consumer with ordinary caution and attention, rather than that of a specialized expert. It is further established in the rulings of the Supreme Court that the protection of a trademark or industrial mark is not merely about eliminating similarities between marks. Rather, it serves as a mechanism used by traders and manufacturers to identify their products and distinguish them from those of others. This protection benefits both producers and consumers. Additionally, the Supreme Court has ruled that a trademark encompasses anything used to distinguish products or services, indicating that they belong to the trademark owner due to their manufacture, production, commercial use, or offering for sale. A trade name, if innovative, may qualify as a trademark or a part thereof. Any individual or entity wishing to use a trademark to distinguish their products or services shall apply for its registration with the competent authority.

Challenge No. 99/2021, Session dated Tuesday, 22/11/2021

Trademark (Ownership – Registration – Use) – Proof (Presumption)

A person who registers a trademark shall be considered its exclusive proprietor, provided that such registration is accompanied by the genuine use of the trademark within the five years subsequent to the date of registration. However, should it be established that another party had prior use of the trademark, the earlier user shall have the right to challenge the validity of the registration within the aforementioned five-year period. Notwithstanding the foregoing, a trademark registration may be contested at any time if it is proven that the registration was effected in bad faith. Accordingly, trademark proprietorship does not vest solely by virtue of registration. Registration, in and of itself, does not create a proprietary right in the trademark, as such a right accrues from its genuine use in trade. Registration merely establishes a rebuttable presumption that the registrant was using the trademark at the time of registration, thereby relieving them of the burden of proving such use from that date. However, this presumption may be rebutted by any party who can adduce evidence of prior genuine use of the trademark preceding the registration date, thereby establishing their rightful proprietorship. Nevertheless, should the registrant, in turn, adduce evidence demonstrating that their genuine use of the trademark predates that of the appellant, their proprietorship shall be upheld.

Challenge No. 99/2021, Session dated Tuesday, 22/11/2021

Defect/Flaws in Judgment (Flaws in Substantiation)

A judgment is marred by flaws in substantiation when the court draws a conclusion from a fact that could only lead to that conclusion with a degree of possibility, and bases its judgment on this flawed inference.

Challenge No. 239/2020, Session dated Tuesday, 09/11/2021

Reopening Pleadings (Conditions)

Pursuant to Article 168 of the Civil and Commercial Procedures Law, if the court deems it necessary to reopen pleadings for a substantial reason, such as the request for an essential document in the legal action or issuing a preliminary ruling to appoint an expert, the court's clerk shall notify the parties of this reason. If such notification is not served, any subsequent ruling shall be relatively void, rather than absolutely void.

Challenge No. 930/2021, Session dated Tuesday, 24/05/2022

Judge (Compliance with the Law)

A judge is bound to apply the law and may not deviate therefrom where the legal provision is clear; thus, he may not exercise discretion in a manner that contradicts or conflicts with its provisions.

Challenge No. 435/2021, Session dated Tuesday, 22/11/2021

Judge (Recusal – Disqualification) – Law (Application of Articles 142 and 144 of the Civil and Commercial Procedures Law)

As per the rulings of the Supreme Court, it is legally established that the grounds for judicial disqualification and the circumstances under which a judge may be recused from session a legal action are set forth under Articles 142 and 144 of the Civil and Commercial Procedures Law. The provisions thereof shall be interpreted restrictively, and no extension or analogical application is permitted. Pursuant to Paragraph (d) of Article 142 indicated above, a judge is disqualified from session a legal action—and is prohibited from presiding over it, even if none of the parties seek recusal—if the judge, their spouse, any of their relatives or in-laws within the line of descent, or any person for whom the judge serves as an agent, guardian, or trustee has an interest in the pending legal action. The underlying principle of the said Paragraph indicates that the decisive factor in disqualifying a

judge in this context is the existence of a legal interest or status that may be affected by the judgment in the legal action. The provision does not require that any of the aforementioned persons be a formal party to the litigation. Rather, it suffices that the legal action initiated before the judge is brought by or against any of the persons specified under the aforementioned Article, provided they have a vested interest in the outcome thereof—even if such interest is not apparent due to their not being named as a party in the legal action. The rationale for this principle is that the existence of such an interest on the part of the judge, their spouse, or any of the persons previously mentioned—even if they are not parties to the legal action — undermines judicial impartiality, thereby rendering the judge unsuitable to adjudicate the subject matter of the legal action.

Challenge No. 47/2021, Session dated Tuesday, 29/03/2022

Execution Judge (Installment Payments – Exception) – Executive Instrument – Judgment (Res Judicata)

As per the rulings of the Supreme Court, it is legally established that an execution judge may not revisit matters already adjudicated by the executive instrument. He may not grant the judgment debtor a period of respite for payment, that is not stated under the executive instrument, unless the two parties agree upon the same. Any deviation from this rule infringes upon the substantive right and undermines the res judicata of judgments. As an exception, the execution judge may allow installment payments in cases of absolute necessity and on condition that the judgment creditor suffers no serious damage.

Challenge No. 61/2021, Session dated Tuesday, 22/03/2022

Trial Judge (Authority - Evidence - Disclosure)

As per the rulings of the Supreme Court, it is established that although the trial judge has the authority to assess the evidence provided in the

legal action and infer the facts therefrom, this discretionary power is contingent upon the trial judge disclosing the sources of such evidence and their substantive content. The trial judge shall also ensure that such evidence has a proper basis within documents of the legal action, and logically supports the conclusion reached. Should a judgment be predicated upon a fact derived from a non-existent source, or from an extant source that contradicts the conclusion drawn, or from a source that, while not contradicting the conclusion, renders the deduction of such a fact impossible, this shall constitute a flaw in substantiation.

Challenge No. 1096/2021, Session dated Tuesday, 22/02/2022

Law (Compensation - Notice to Debtor - Special System)

Pursuant to Article 265 of the Civil Transactions Law, compensation shall not become due except after a notice is served to the debtor, unless otherwise provided thereof. This requirement is established for the debtor's benefit. Consequently, it must be invoked before the trial court, and shall not be raised for the first time before the Supreme Court.

Challenges Nos. 573, 627, 631 & 632 of 2020, Session dated Tuesday, 02/11/2021

Law – Application of Article 110 of the Civil and Commercial Procedure Law – Plea (Inadmissibility of the Legal Action)

Pursuant to Article 110 of the Civil and Commercial Procedures Law, pleas of inadmissibility raised against a legal action shall relate to the requisite conditions for its due admissibility. When a plaintiff resorts to the judiciary, they shall follow the proper formal procedures stipulated by the law for the valid institution of proceedings. These pleas shall constitute defenses raised by the defendant with the objective of precluding a judgment in favor of the plaintiff, without addressing or contesting the substantive right claimed, nor conceding

its existence. In essence, a plea of inadmissibility does not relate to the merits of the legal action but rather challenges the validity of the procedural steps undertaken to bring the matter before the court.

Challenge No. 475/2020, Session dated Tuesday, 16/11/2021

Law (Applicability – Application of Articles 20(2) and 2 of the Law on Simplified Procedures)

Pursuant to Article 20(2) of Law No. 125/2020 stipulating, "the provisions of the preceding paragraph shall not apply to the disputes and legal actions that have been adjudicated, or the legal actions that have been postponed for issuing a verdict. The judgments issued thereon shall remain subject to the rules regulating the appeal/challenge methods applicable before the effective date of this Law." This means that such cases remain subject to the general rules stipulated in the Civil and Commercial Procedures Law regarding appeals and challenges, whether through cassation or appeal courts, in accordance with Article 2 of the new Law. Article 2 provides that the provisions of the Civil and Commercial Procedures Law shall apply in matters not specifically addressed in this Chapter, provided they do not contradict its provisions. Accordingly, the procedural rules introduced by Law No. 125/2020 shall not apply to cassation or appeal proceedings concerning judgments issued in the legal actions specified under Article 1 thereof, unless the court of first instance rendered its decision after the new law came into effect.

Challenge No. 527/2021, Session dated Tuesday, 04/01/2022

Law (Applicability – Application of Articles 20(2) and 2 of the Law on Simplified Procedures)

Pursuant to Article 20(2) of Law No. 125/2020 stipulating, "the provisions of the preceding paragraph shall not apply to the disputes and legal actions that have been adjudicated, or the legal actions that have been postponed for issuing a verdict. The judgments issued

thereon shall remain subject to the rules regulating the appeal/challenge methods applicable before the effective date of this Law." This means that such cases remain subject to the general rules stipulated in the Civil and Commercial Procedures Law regarding appeals and challenges, whether through cassation or appeal courts, in accordance with Article 2 of the new Law. Article 2 provides that the provisions of the Civil and Commercial Procedures Law shall apply in matters not specifically addressed in this Chapter, provided they do not contradict its provisions. Accordingly, the procedural rules introduced by Law No. 125/2020 shall not apply to cassation or appeal proceedings concerning judgments issued in the legal actions specified under Article 1 thereof, unless the court of first instance rendered its decision after the new law came into effect.

Challenge No. 527/2021, Session dated Tuesday, 04/01/2022

Law (Interest – Agreement – Credit Card – Contractual Necessity)

Pursuant to Article 80 of the Commercial Law, while a creditor shall have the right to charge interest in exchange for the procurement by the debtor of a loan or commercial debt, such interest must be expressly agreed upon by both parties within the limits set by the Ministry of Commerce & Industry, in agreement with the Oman Chamber of Commerce & Industry. If a credit card agreement does not specify any interest rate, the issuer shall have no right to claim interest on the outstanding debt. The Central Bank of Oman's Circular No. 1096 dated 20/05/2010 does not independently justify charging interest on credit card balances. The Circular merely sets a cap on interest rates for credit card facilities—18% annually for individuals who transfer their salaries to the bank and 20% annually for others. For this cap to apply, both parties must have expressly agreed on the interest rate, which must not exceed the specified cap. This aligns with the regulatory role of the Central Bank, as stipulated under Article 14 of the Banking Law No. 114/2000, which authorizes the bank to issue regulations governing interest rates charged by financial institutions.

Challenge No. 1102/2019, Session dated Tuesday, 09/11/2021

Law (End-of-Service Gratuities and Pensions for Employees of the Diwan of Royal Court) – Attachment (Bank Balance – Salaries – End-of-Service Gratuity)

As per the rulings of the Supreme Court, it is established that the protection granted by Royal Decree No. 56/2019 regarding End-Of-Service Gratuities and Pensions for Employees of the Diwan of Royal Court, as stipulated in Article 8 thereof, shall apply only before these entitlements are disbursed to the employee. Before disbursement, the entitlements may be attached while still held by the employer. After disbursement, once the funds have been paid out, the protection shall no longer apply, and they become private assets subject to attachment, regardless of the debt's nature, the creditor, or the debt amount. Disbursement may be made by actual receipt when the employee physically receives and collects their entitlements, or by constructive receipt when the amount is transferred to a bank account. Once the funds are deposited into a bank account, they lose their classification as a pension, end-of-service gratuity, or retirement allowance. Instead, they merge into the bank balance, which can be attached, as bank account rights consolidate into a single, attachable balance.

Challenge No. 109/2021, Session dated Tuesday, 22/11/2021

Force Majeure (Central Bank – Circular)

The Central Bank issued a directive on 15/03/2021, mandating that banks, financing companies, and deferred payment financing institutions grant a twelve-month (12) grace period, commencing from the date of termination of employment, for all existing and future cases, and defer loan installments for employees whose salaries were reduced for six months until the end of September 2021, with the explicit provision that no interest or profits shall accrue

during the said grace period. This directive was promulgated based on decisions issued by The Supreme Committee to Combat Covid-19. This directive constitutes a case of force majeure, and non-compliance therewith is deemed a contravention of the law, warranting the annulment of the judgment.

Challenge No. 444/2021, Session dated Tuesday, 12/10/2021

Force Majeure (Definition - Agreement)

Articles 172 and 177 of the Civil Transactions Law do not furnish a precise definition of force majeure, stipulating solely that: Article 172 requires the performance of the obligation to become impossible, while Article 177 considers force majeure to be among foreign causes beyond the debtor's control. The definition and procedures pertaining to force majeure as agreed upon by the parties shall be binding on them.

Challenges Nos. 573, 627, 631 & 632 of 2020, Session dated Tuesday, 02/11/2021

Sole Proprietorship (Personal Liability – Assignment of Debt)

A sole proprietorship is directly appurtenant to its proprietor, who is legally deemed a merchant. The proprietor maintains direct privity with the business's clientele, accrues all its profits, and bears personal liability for all its obligations and debts owed to third parties. The subsistence of the sole proprietorship is wholly contingent upon its proprietor, and its financial standing remains directly correlated thereto. Accordingly, should the proprietor dispose of the sole proprietorship through sale or dissolution, they remain liable for its outstanding debts. These debts do not devolve upon a new proprietor unless there is a specific agreement with the creditor effectuating a valid assignment of debt. The rights of the merchant against their clientele do not automatically vest in the purchaser solely by virtue of a sale agreement. Consequently, the seller remains liable for the debts

of the sole proprietorship, even where the sale agreement stipulates the transfer of the sole proprietorship together with its rights and obligations, unless the creditor explicitly consents to the assignment of debt.

Challenge No. 226/2021, Session dated Tuesday, 28/12/2021

Attorney (Submission of Power of Attorney) – Power of Attorney (Submission) – Challenge (Submission of Power of Attorney) – Public Order – Law (Application of Article 244 of the Civil and Commercial Procedures Law)

As per the rulings of the Supreme Court, the provision of Article 244 of the Civil and Commercial Procedures Law requires the attorney representing the appellant to submit the power of attorney to the court's clerk office. Failure to comply with this requirement is a matter of public order, resulting in the rejection of the challenge.

Challenge No. 1107/2021, Session dated Tuesday, 28/06/2022

Document (Copy – Probative Value)

As per the rulings of the Supreme Court, it is established that copies of private documents, whether handwritten or photocopied, possess no inherent probative value and are inadmissible as primary evidence. Such copies may only serve as a secondary reference to the original, duly signed document, provided the original's existence is established. In such instances, the original document shall constitute the primary proof. However, in the absence of the original document, a photocopy thereof is inadmissible as evidence if its authenticity is contested by a litigant, particularly as it lacks the signature of the purported originator. Consequently, a photocopy of a document holds no probative force when its authenticity is contested.

Challenge No. 1096/2021, Session dated Tuesday, 22/02/2022

Trial Court (Jurisdiction to Understand Facts and Assess Evidence)

As per the rulings of the Supreme Court, it is established that the trial court shall have full jurisdiction to understand the facts of the legal action, assess the evidence provided therein, as long as it renders its judgment based on sound grounds established under the documents of the legal action.

Challenge No. 248/2021, Session dated Tuesday, 23/11/2021

Trial Court (Jurisdiction of Evidence Assessment)

The trial court has full jurisdiction to understand the facts of legal action, assess the evidence therein, and weigh the proofs. When it includes and responds to defense in the legal action, it negates any allegations of infringement upon the rights of the defense, or deficiency in reasoning.

Challenges Nos. 573, 627, 631 & 632 of 2020, Session dated Tuesday, 02/11/2021

Trial Court (Jurisdiction to Weigh Proofs)

Understanding facts in a legal action, the assessment of contracts, instruments, and documents, the weighing of some against others, and the preference for what the court deems convincing, are all discretionary matters within the exclusive jurisdiction of the trial court, with no supervision of the Supreme Court, provided that the trial court's judgment is based on sound and reasonable grounds.

Challenges Nos. 589 and 699/2020, Session dated Tuesday, 09/11/2021

Draft Judgment (Plea – Deposit)

The plea that the draft judgment was not presented and signed within the period specified under Article 172 of the Civil and Commercial Procedures Law shall be inadmissible if not supported by evidence.

The presumption is that procedural requirements have been duly observed. The party who alleges otherwise shall bear the burden of proof.

Challenge No. 672/2021, Session dated Tuesday, 05/01/2022

Contracting Agreement (Defects – Joint Liability)

Pursuant to Article 634 of the Civil Transactions Law and Article 22 of the Royal Decree No. 27/2016 Promulgating the Law Regulating the Work of Engineering Consultancy Offices, the legislator holds the contractor and the consultant designer jointly liable for any defects in the construction, even where such defect is attributable to the land upon which the project is built.

Challenge No. 806/2021, Session dated Tuesday, 16/11/2021

Consultant Engineer (Liability) – Contracting Agreement (Warranty – Joint Liability) – Liability (Contractor – Engineer) – Law (Application of Articles 634 and 636 of the Civil Transactions Law)

A consultant engineer shall be jointly liable, with the contractor, for defects that appear in a project designed by him or executed under his supervision for a period of ten years, even if an agreement to the contrary exists, in accordance with Articles 634 and 636 of the Civil Transactions Law.

Challenge No. 591/2021, Session dated Tuesday, 29/03/2022

Public Order (Omani Courts – Jurisdiction)

Pursuant to Articles 29 and 30 of the Civil and Commercial Procedures Law, Omani courts shall have jurisdiction over legal actions filed against Omani nationals who do not have a domicile or residence in the Sultanate of Oman. Omani courts shall also have jurisdiction over legal actions filed against non-Omanis who have a domicile or residence in the Sultanate of Oman, as well as legal actions pertaining

to obligations that arose, were performed, or were stipulated to be performed within the Sultanate of Oman, or concerning declarations of bankruptcy issued therein. This jurisdictional competence is a matter of public order and, therefore, may not be altered by agreement.

Challenge No. 652/2021, Session dated Wednesday, 20/10/2021

Maritime Transport (Carrier's Liability) – Law (Application of Article 252 of the Maritime Law) – Proof (Burden of Proof)

The maritime carrier shall be obligated to achieve a specific outcome, namely the transport of the cargo from the shipping port to the destination port and its delivery to the consignee in an intact condition and within the agreed-upon period. Consequently, the carrier shall be liable for any failure to achieve this outcome, including the loss, shortage, damage, or delayed delivery of the cargo.

This liability shall only be waived if the carrier proves that non-performance of the obligation was due to one of the exceptions stipulated under Article 252 of the Maritime Law.

Challenge No. 829/2020, Session dated Tuesday, 16/11/2021

Agency (Effective Period - Termination) – Law (Supremacy) – Ministerial Resolution (Contravention of the Law) – Law (Application of Articles 674 and 694 of the Civil Transactions Law)

As per the rulings of the Supreme Court and pursuant to Articles 674 and 694 of the Civil Transactions Law, it is established that an agency does not have a fixed period unless a specific period of validity is stipulated therein, the purpose for which it was conferred has been fulfilled, or it is terminated by the death or loss of legal capacity of either the principal or the agent. Furthermore, Ministerial Resolution No. 175 of 2016 constitutes a regulatory instrument that does not supersede the provisions of the Law, nor does it possess retroactive effect. Accordingly, the judiciary may not intervene in the relationship

between the principal and the agent concerning the agent's actions unless the principal expressly denies the agency.

Challenge No. 361/2021, Session dated Tuesday, 10/05/2022

Agency (Capacity – Company)

Pursuant to Article 186 of the Commercial Companies Law issued under Royal Decree No. 18/2019, which states, “The chairman of the board of directors shall be the legal representative of the company before third parties and the judiciary. He shall be responsible for implementing the board’s decisions and may delegate some of his powers to other board members. In his absence, the vice chairman shall assume his duties.” Accordingly, the chairman of the board of directors shall be authorized to delegate certain powers to other members.

Challenge No. 244/2021, Session dated Tuesday, 09/11/2021

Administrative
Department

Examination – Dispute – Challenge – Jurisdiction – Public Order

A challenge to the court's competence to adjudicate the dispute under debate or the challenge shall take precedence over an examination of the court's jurisdiction by logical and legal necessity. As a matter of both legal and logical necessity, it shall also precede any consideration of the formal and substantive elements of the legal action. Furthermore, it is a settled and incontrovertible principle that the court's jurisdiction and competence to consider a legal action—or the absence thereof—shall constitute a matter of public order. Consequently, the court shall be duty-bound to address this issue *by itself*, without awaiting any objection or request from the litigating parties.

Challenge No. 2/2022 (Supreme Court), Session dated 01/11/2023

Public Office – Conditions for Holding It

The fundamental principle governing all forms of public office appointment is that the employee shall have fulfilled the requisite conditions for holding the position. Mere fulfillment of these conditions and the existence of eligibility criteria for appointment shall be insufficient to deem a candidate formally appointed.

Challenge No. 3/2023 (Supreme Court), Session dated 01/11/2023

Challenge by Cassation – Matter of Public Order

Determining whether a judgment is subject to challenge by way of cassation shall be a matter of public order, as it pertains to litigation procedures. The court shall be bound to address this issue by itself, without requiring any objection from the parties.

Challenge No. 5/2022 (Supreme Court), Session dated 01/11/2023

Court Jurisdiction – Competence to Consider a Legal Action – Matter of Public Order

A challenge to the court's competence to adjudicate the dispute under debate or the challenge shall take precedence over an examination of the court's jurisdiction by logical and legal necessity. As a matter of both legal and logical necessity, it shall also precede any consideration of the formal and substantive elements of the legal action. Furthermore, it is a settled and incontrovertible principle that the court's jurisdiction and competence to consider a legal action—or the absence thereof—shall constitute a matter of public order. Consequently, the court shall be duty-bound to address this issue by itself, without awaiting any objection or request from the litigating parties.

Challenge No. 21/2022 (Supreme Court), Session dated 01/11/2023

Judgment – Omission of a Substantive Defense Raised by a Party – Invalidity of Judgment

If a court fails to address a substantive defense raised by a party, its judgment shall be invalid if the defense was substantive and could have affected the final decision of the court. Such omission shall constitute a deficiency in the factual reasoning of the judgment, warranting its invalidity. Nonetheless, the trial court shall retain discretionary authority in understanding the facts of the legal action and in assessing the evidence presented therein.

Challenge No. 35/2023 (Supreme Court), Session dated 01/11/2023

New Requests before the Court of Appeal – Inadmissibility – Matter of Public Order

The legislator has deemed the inadmissibility of the introduction of new requests before the court of appeal a matter of public order. Accordingly, the court of appeal shall rule by itself on the

inadmissibility of a matter if it is established that such matter before it constitutes a new request. A request shall be considered new even if it is identical or similar to another request, as it would constitute a new legal action.

Challenge No. 52/2022 (Supreme Court), Session dated 01/11/2023

Interest – Legal Capacity – Conditions for Admissibility of the Legal Action – Public Order

The conditions of legal capacity and legal interest shall be satisfied from the inception of the legal action and shall subsist until the rendition of the final judgment. The administrative judge, by virtue of their plenary positive authority over the proceedings in administrative litigation, shall be entitled to investigate the conditions for admissibility, including legal capacity and legal interest, as well as the legal bases upon which the requests are based and the utility of continuing the litigation in light of any alterations to the legal capacity of the parties. This is to ensure that the judicial system is not burdened with disputes that serve no efficacious purpose.

Interest is the most important condition for the admissibility of a legal action, and it is a matter of public order. Therefore, the court shall examine it by itself, even in the absence of any plea from a party. Legal interest is characterized by three essential elements. Firstly, it shall be a legal interest – meaning the plaintiff relies upon a right or legal position and seeks to protect that right by asserting it in the face of a dispute, preventing infringement upon it, or claiming compensation for damage suffered. Secondly, it shall be personal and direct – the plaintiff shall be personally affected. Thirdly, it shall be current and actual – meaning the right must have been actually infringed. A potential or hypothetical damage shall not be sufficient unless otherwise provided for by the legislator. Thus, the condition of legal capacity is inseparable from the condition of legal interest; capacity is

embedded within the broader legal concept of interest as defined herein.

Challenge No. 56/2023 (Supreme Court), Session dated 01/11/2023

Right to Land Substitution – Conditions – Reasons – Procedure

In affirmation of the State's Basic Law, which guarantees the protection and preservation of private property and the rights attached thereto, including the right of usufruct and enjoyment thereof, the legislator has established for individuals the right to request land substitution. This right arises whenever it is proven that their land has been adversely affected—either by planning activities carried out by the Ministry of Housing and Urban Planning or by development projects undertaken by governmental entities—such that the impact prevents individuals from utilizing or benefiting from the land in the manner protected by law and for the designated purpose, whether residential or non-residential. This right shall be granted without discrimination based on the source of ownership—irrespective of whether the land was acquired through purchase or a grant from the State.

Challenge No. 143/2023 (Supreme Court), Session dated 29/11/2023

Substantive Request – Omission – Invalidity of Judgment

As per the rulings of this court, if a court fails to address a substantive defense raised by a party, its judgment shall be invalid if the defense was substantive and could have affected the final decision of the court. Such omission shall constitute a deficiency in the factual reasoning of the judgment, warranting its invalidity. Nonetheless, the trial court shall retain discretionary authority in understanding the facts of the legal action and in assessing the evidence presented therein.

Challenge No. 35/2023 (Supreme Court), Session dated 27/12/2023

Plea of Inadmissibility of the Legal Action for Being Filed After the Statutory Period – May Be Raised at Any Stage – Public Order

A plea of inadmissibility of a legal action for being filed beyond the prescribed period may be raised at any stage of the proceedings, as it pertains to public order. The court shall verify that all legally required procedures for filing the legal action have been duly completed, including compliance with the statutory period for institution thereof.

Challenge No. 81/2022 (Supreme Court), Session dated 27/12/2023

Legal Action – Establishment of the Facts – Assessment of Evidence – Discretion of the Trial Court

Establishment of the facts of a legal action and assessment of the evidence presented therein shall fall within the exclusive discretionary authority of the trial court, provided that the conclusion reached by the trial court shall be supported by valid evidence and substantiated facts. In the present case, the contested judgment was not supported by correct evidence.

Challenge No. 99/2022 (Supreme Court), Session dated 27/12/2023

Legal Status – Legal Rule – No Discretion for the Administrative Body

The subjective legal status shall arise directly from the general and abstract legal rule, without granting the competent administrative body any discretionary power to approve or deny it in any manner. When the administrative body's role is limited to applying this rule to the factual circumstances presented before it, such act does not constitute an administrative decision in the strict sense. Rather, it is considered a purely executive administrative act—i.e., a material act that does not result in the creation or modification of individual legal statuses.

Challenge No. 185/2023 (Supreme Court), Session dated 27/12/2023

Decisions of Promotion– Basis for Issuance – Career Stagnation

Decisions of promotion issued pursuant to the rules on career stagnation are intended to address the situation where an employee has remained in the same job grade for an extended period. Consequently, the power of administrative bodies to carry out such promotions shall be restricted by the specific criteria and regulations set forth in the applicable decision.

Challenge No. 192/2023 (Supreme Court), Session dated 27/12/2023

Administrative Body's Role – Application of Legal Rule – Nature of Purely Executive Administrative Acts

The subjective legal status shall arise directly from the general and abstract legal rule, without granting the competent administrative body any discretionary power to approve or deny it in any manner. When the administrative body's role is limited to applying this rule to the factual circumstances presented before it, such act does not constitute an administrative decision in the strict sense. Rather, it is considered a purely executive administrative act—i.e., a material act that does not result in the creation or modification of individual legal statuses.

Challenge No. 194/2023 (Supreme Court), Session dated 27/12/2023

Administrative Decision – Its Reason – Judicial Review – Legality

- An administrative decision shall be based on a justifiable reason in both fact and law; otherwise, it shall lack one of its essential elements. The court shall have the authority to review and assess the validity of the reason for the decision, to determine whether it complies with the law, in light of the conclusion of the decision. This conclusion shall be founded on existing legal or factual grounds and shall be logically and reasonably derived therefrom. If the court finds otherwise, the decision shall lack the necessary legal foundation and is therefore marred by a violation of the law.

- The administrative judge's review of administrative decisions is a review of legality, whereby the judge examines the contested decisions to assess their conformity with the law. The court may infer such conclusions as it deems appropriate from the documents of the legal action, provided that such conclusions are legally sound and predicated upon a valid basis in both fact and law as established by the aforementioned documents.

Challenge No. 289/2023 (Supreme Court), Session dated 27/12/2023

Statement of Appeal– Absence of Grounds – Inability to Access the Judgment Draft – Invalidity

The absence of grounds in the statement of appeal due to the inability to access the draft judgment shall not result in invalidity, provided that the requests made are understandable.

Challenge No. 308/2023 (Supreme Court), Session dated 27/12/2023

Judgment – Grounds – Flaws in Substantiation

The grounds for a judgment shall be considered to be marred by flaws in substantiation if they embody a flaw affecting the soundness of the inference drawn, or if the judgment is predicated upon a misunderstanding by the court that contradicts the established facts within the documents of the legal action. This is the case when the court relies on evidence that is objectively unsuitable to support its conviction, or when it misinterprets facts derived from a non-existent source or a source that exists but contradicts what has been duly proven.

Challenge No. 111/8109 of 2022 (Supreme Court), Session dated 31/01/2024

Challenge – Its Grounds – Considerations

The consideration of the grounds for the challenge is based solely on what is included in the statement of challenge, and it may not be substituted by referring to other documents. According to Article 17 of the Administrative Procedures Law promulgated by Royal Decree No. 99 of 1991 and its successive amendments, the report of appeal shall specifically state these grounds in a clear and precise manner, eliminating any ambiguity, to demonstrate the alleged flaw in the judgment and its impact on the ruling.

Challenge No. 223/8109 of 2023 (Supreme Court), Session dated 31/01/2024

Non-appealability of Judgments – Courts of First Instance – Their Nature – Reason

The rationale for the lack of entitlement of appeal againt judgments rendered by courts of first instance, for being final, is that these judgments shall be issued within the case-value jurisdiction limits assigned to these courts according to the rules of jurisdiction established by the law, which are matters related to public order.

Challenge No. 288/2023 (Supreme Court), Session dated 31/01/2024

Authority of the Trial Court –Condition – Reliance on Evidence

While the trial court has the right to assess the facts of the legal action, this right is subject to many restrictions. For example, the court is bound to adhere to both substantive and procedural rules of evidence. Therefore, the court shall base its conviction solely on the evidence presented therein.

Challenge No. 337/2023 (Supreme Court), Session dated 31/01/2024

Grounds of Challenge – Article 17 of the Administrative Procedures Law promulgated by Royal Decree No. 99 of 1991 and its Successive Amendments

The consideration of the grounds for the challenge is based solely on what is included in the statement of challenge, and it may not be substituted by referring to other documents. According to Article 17 of the Administrative Procedures Law promulgated by Royal Decree No. 99 of 1991 and its successive amendments, the report of appeal shall specifically state these grounds in a clear and precise manner, eliminating any ambiguity, to demonstrate the alleged flaw in the judgment and its impact on the ruling.

Challenge No. 337/8109 of 2023 (Supreme Court), Session dated 31/01/2024

Trial Court – Authority of Characterization of Requests in the Dispute – Nature

The court's authority to characterize the requests raised in a dispute is limited to clarifying any ambiguities in the words or phrases used, without extending to creating new requests that do not reflect the genuine will of the litigants or that deviate from the actual purpose of the legal action. Furthermore, where a litigant insists on a specific request articulated in precise terms—even if such insistence might render their action legally inadmissible —this shall not vest in the court the right to go beyond the explicit wording thereof, such as by substituting a specifically identified decision (whether by reference number or subject matter) with an order for the revocation of a different decision that might hypothetically represent the litigant's implied intent. Indeed, the examination of underlying intents and motives shall only be permissible in instances where the explicit wording is ambiguous and the true objective behind the initiation of the legal action cannot be ascertained.

Challenge No. 441/8109 of 2023 (Supreme Court), Session dated 31/01/2024

Compensation – Conditions for Award Thereof

For a court to award compensation, the damage shall be actual and certain, either having already occurred or being certain to occur in the future. Damage cannot be presumed, as the plaintiff shall conclusively prove, by all means of evidence, the existence of damage in all its elements and types. The court shall carefully weigh the evidence and data presented regarding the existence of damage according to legal standards, and determine appropriate compensation while considering all relevant circumstances surrounding the legal action.

Challenge No. 333/8109 of 23 (Supreme Court), Session dated 28/02/2024

Review of Administrative Judiciary - The Element of "Cause" in Administrative Decisions - Its Nature

The review of administrative judiciary for the validity of the legal or factual circumstances constituting the "cause" element in an administrative decision shall be naturally limited to verifying whether the conclusion of the decision is legitimately derived from existing factual and legal grounds capable of producing such conclusion. If the conclusion is drawn from non-existent grounds, grounds incapable of producing it, or if the legal characterization of the facts fails to produce the legally required conclusion, the decision shall be void for the absence of one of its essential elements (the "cause" element) and shall thus be contrary to the law. While the administrative body retains discretion to assess the significance of the circumstances, the degree of risk they entail, and the appropriate responsive measures, the administrative judge maintains the power to review the factual accuracy of the circumstances constituting the "cause," and the validity of their legal characterization.

Challenge No. 3/8109 of 2024 (Supreme Court), Session dated 01/05/2024

Resignation (Nature – Conditions – Legal Effects)

It is well-established in law and jurisprudence that resignation, as an expression of an employee's will to leave service, shall not be legally effective in dissolving the employment relationship unless all legally prescribed conditions for its validity are satisfied.

Challenge No. 51/8109 of 2024 (Supreme Court), Session dated 01/05/2024

Review of Administrative Decisions – Condition for Admissibility – Absence Thereof – Inadmissibility

The *res* of a legal action seeking the judicial review of an administrative decision is the existence of a final administrative decision in the established technical legal sense. If this *res* is absent—such as where the plaintiff directs their action towards a mere recommendation or an executive, declaratory decision rather than one that creates operative legal effects—then the legal action shall be deemed inadmissible due to the non-existence of a final administrative decision amenable to be contested.

Challenge No. 268/2023 (Supreme Court), Session dated 01/05/2024

Statement of Appeal– Absence of Grounds – Invalidity – Condition

The absence of grounds in the statement of appeal due to the inability to access the draft judgment shall not result in invalidity, provided that the requests made are understandable.

Challenge No. 296/8109 of 2023 (Supreme Court), Session dated 01/05/2024

Liability warranting Compensation – Essential Elements

To establish liability that warrants compensation on the part of the administrative body, three essential elements shall be present, including fault, damage, and causation between the fault and the

damage. The absence of any one of these elements shall negate the administrative body's liability to compensate.

Challenge No. 341/8109 of 2023 (Supreme Court), Session dated 01/05/2024

The Interests of the Appellants (Personal – Private – Never Taking Precedence over the Public Interest)

Public interests shall prevail over and outweigh private interests. Consequently, even if the appellants' interests are valid, they remain personal and private in nature and may never take precedence over the public interest.

Challenge No. 334/8109 of 2023 (Supreme Court), Session dated 01/05/2024

Administrative Decision – Objective Nature – Legal Essence

Judgments declaring an administrative decision invalid shall have effect *erga omnes* (towards all). This is a necessary consequence of the objective nature of legal actions for the judicial review of administrative decisions, which are directed at the decision itself, rather than a specific party. Consequently, when a court determines that a challenged administrative decision is invalid, the administrative body is obligated to execute the judgment and restore the situation to the *status quo ante*, as if the decision had never been issued. The administrative body shall have no discretion to refuse or delay the execution of such a judgment, in adherence to the principle of *res judicata* and the rule of law. The legal effect of executing a judgment that invalidates an administrative decision is the annulment of that decision and the elimination of its legal consequences from its inception, to the extent and in the specifics determined by the court. Therefore, the execution of such a judgment shall be complete and unqualified, encompassing both the scope and the specific details outlined therein. The execution shall be carried out in strict

compliance with the law in all respects and effects, so as to fully restore the legal situation to its proper and lawful state.

Challenge No. 446/8109 of 2023 (Supreme Court), Session dated 01/05/2024

Misapplication of the Law – Its Nature and Manner of Realization

Misapplication of the law occurs when a court incorrectly applies a legal provision to the established facts of a dispute. This also arises when the court fails to apply a clear and unambiguous legal provision not subject to interpretation, the application of which is unequivocally required. Furthermore, misapplication of the law shall also be deemed to occur when a judge correctly states the legal rule but subsequently applies it to a case where the requisite conditions for its application are not met.

Challenge No. 430/8109 of 2023 (Supreme Court), Session dated 15/05/2024

Administrative Decision – Prohibition on Withdrawal by the Administrative Body – Legal Consequence

In the public interest and for the stability of legal statutes, administrative decisions that establish personal legal status for individuals are not subject to discretionary withdrawal by the administrative body at any time. Should such a decision contain a legal flaw, the administrative body is obligated to withdraw it to ensure the correct application of the law and to rectify the legal situation. However, this obligation is subject to a temporal limitation: the decision must be withdrawn within the legally prescribed period for challenging its validity, specifically sixty (60) days. Upon the expiration of this period, the decision attains finality and becomes immune from withdrawal or cancellation, unless it was procured by the beneficiary through fraudulent means or deliberate misrepresentation. Consequently, after the lapse of this statutory period, the decision is

no longer susceptible to withdrawal or cancellation, and the concerned party acquires a vested right in the substance of the decision. Any subsequent administrative act that infringes upon this vested right shall be deemed unlawful, constituting a violation of the law and rendering such an act subject to annulment.

Challenge No. 540/8109 of 2023 (Supreme Court), Session dated 15/05/2024

Judicial Review – Administrative Judiciary – Its Nature and Scope of Exercise

The review of administrative judiciary for the validity of the legal or factual circumstances constituting the "cause" element in an administrative decision shall be naturally limited to verifying whether the conclusion of the decision is legitimately derived from existing factual and legal grounds capable of producing such conclusion. If the conclusion is drawn from non-existent grounds, grounds incapable of producing it, or if the legal characterization of the facts fails to produce the legally required conclusion, the decision shall be void for the absence of one of its essential elements (the "cause" element) and shall thus be contrary to the law. While the administrative body retains discretion to assess the significance of the circumstances, the degree of risk they entail, and the appropriate responsive measures, the administrative judge maintains the power to review the factual accuracy of the circumstances constituting the "cause," and the validity of their legal characterization.

Challenge No. 7/8109 of 2024 (Supreme Court), Session dated 03/07/2024

Administrative Decision (Affirmative or Negative) – How Administrative Judiciary Exercises Review

An administrative decision rendered by an administrative body may be either affirmative or negative in nature. An affirmative decision is characterized by the administrative body's express manifestation of its binding will, articulated in the legally prescribed form, while exercising its statutory powers under applicable laws and regulations with the objective of establishing a specific legal status. This category of decision typically falls within the scope where the legislator confers broad discretionary authority upon the administrative body. Conversely, a negative decision arises when the administrative body abstains from or refuses to undertake a specific action that it was under a legal obligation to perform. This type of decision occurs in contexts where the administrative body's powers are restricted by conditions and requirements stipulated by the legislator.

The review of administrative judiciary for the validity of the legal or factual circumstances constituting the "cause" element in an administrative decision shall be naturally limited to verifying whether the conclusion of the decision is legitimately derived from existing factual and legal grounds capable of producing such conclusion. If the conclusion is drawn from non-existent grounds, grounds incapable of producing it, or if the legal characterization of the facts fails to produce the legally required conclusion, the decision shall be void for the absence of one of its essential elements (the "cause" element) and shall thus be contrary to the law. While the administrative body retains discretion to assess the significance of the circumstances, the degree of risk they entail, and the appropriate responsive measures, the administrative judge maintains the power to review the factual accuracy of the circumstances constituting the "cause," and the validity of their legal characterization.

Challenge No. 9/8109 of 2024 (Supreme Court), Session dated 03/07/2024

Time Limit for Submission of Grievance– Commencement from the Date When the Concerned Party Becomes Aware of the Decision – Requirement of Actual Knowledge – Time Limit for Instituting a Legal Action Is a Matter of Public Order

The time limit for submitting a grievance against the contested decision shall begin from the date when the concerned party becomes aware of said decision. This awareness must be actual and certain, encompassing all elements and content of the decision, and not merely speculative or presumed knowledge. If the prescribed procedures and time limits are observed, the legal action shall be accepted; otherwise, the legal action shall be dismissed on procedural grounds (in the form). The time limit for instituting the legal action is a matter of public order, which the court is obligated to raise *by itself*, even if the parties to the legal action do not invoke it.

Challenge No. 20/8109 of 2024 (Supreme Court), Session dated 03/07/2024

Resignation – Its Conditions – Legal Effects

Resignation, as an expression of an employee's will to leave service, shall not be legally effective in dissolving the employment relationship unless all legally prescribed conditions for its validity are satisfied. To be lawful, a resignation shall be explicit, clear, and unambiguous; be submitted in writing; and be unconditional, signifying the employee's unreserved intention to leave service and terminate the employment relationship without the imposition of any terms or provisos. Furthermore, the submission of the resignation shall originate from the employee's free will and voluntary choice, reflecting a genuine desire to end their service, free from any undue influence or pressure, whether tangible or intangible. A resignation tendered under duress or coercion shall be deemed invalid. Consequently, a resignation is void *ab initio* if it is established that it was submitted under coercion or undue pressure. The request must be predicated on valid consent,

and any factor that vitiates such consent—particularly coercion—will render it legally defective. Coercion exists where the employee submits the request under a fear engendered by the administration without legal justification, or where the prevailing circumstances indicate the presence of a serious and imminent threat to the employee (or others) involving life, physical integrity, honor, or property. In assessing allegations of coercion, due consideration shall be given to the gender, age, social and health status of the individual concerned, and any other pertinent circumstances that may bear upon the severity of the alleged coercion.

The judiciary retains the authority to adjudicate such claims within the ambit of its review of administrative actions and their legality, particularly when coercion is alleged to have vitiated the validity of the administrative decision accepting the resignation.

Challenge No. 56/8109 of 2024 (Supreme Court), Session dated 03/07/2024

Trial Court – Jurisdiction – Understanding of Facts – Assessment of Evidence – Evaluation of Expert Work

The trial court shall have full jurisdiction to understand the facts of the legal action and to assess the evidence provided therein, without supervision of court of cassation, provided that its findings are reasonably inferred from the evidence, and are not tainted by excess, deficiency, or manifest error in judgment. The trial court shall not be bound to rely on any particular piece of evidence, nor shall it be obligated to disregard other evidence or to address to technical expert. The court is deemed the ultimate expert of fact and law, and the referral of a legal action to an expert is a discretionary power vested in the trial court, which alone determines the necessity of such a measure, and its decision in this regard is not subject to review, since the refusal to appoint an expert was based on legally unsound grounds. Upon referral of a legal action to an expert, the trial court retains the inherent authority to evaluate and assess the expert's findings in light of the totality of the evidence and documents presented in the legal action. It is

unequivocally within the exclusive competence of the trial court to undertake such an assessment. The court may accept or reject the expert's report, in its entirety or in part, provided that its judgment shall be predicated upon sound and justifiable reasoning. Should the trial court adopt the expert's report, relying upon its rationale and incorporating it into its judgment, the report shall become an integral part of the court's reasoning, obviating the need for further explication. The trial court shall not be obligated to remand the legal action to the same expert or to appoint a new expert if it determines that the report upon which it relied, in conjunction with the other elements of the legal action, adequately forms the basis for its judicial conviction to render a judgment.

Challenge No. 99/8109 of 2024 (Supreme Court), Session dated 03/07/2024

Administrative Decision (Express or Negative) – A Negative Decision Arises When the Administration Refrains from Taking an Action Required by Law – Final Paragraph of Article 6 of the Administrative Procedures Law

An administrative decision rendered by an administrative body may be either express or negative in nature. An express decision is characterized by the administrative body's express manifestation of its binding will, articulated in the legally prescribed form, while exercising its statutory powers under applicable laws and regulations with the objective of establishing a specific legal status. Conversely, a negative administrative decision arises when the administrative body abstains from undertaking a specific action mandated by law. Consequently, it is legally incorrect to assert the existence of a negative decision and the possibility of challenging it through an action for annulment pursuant to the final paragraph of Article 6 of the Administrative Procedures Law, unless the administrative body has refused or failed to render a decision that it was under a legal obligation to issue pursuant to the relevant laws and regulations. This implies that the concerned party must have satisfied all the conditions

and requirements prescribed by law, which, in turn, legally compels the administrative body to issue a decision that would produce the legal effect stipulated by the law. If the issuance of such a decision is not obligatory and is instead within the discretionary authority of the administrative body, then its abstention from issuing it does not constitute a negative decision that may be susceptible to challenge by an action for annulment.

Challenge No. 106/8109 of 2024 (Supreme Court), Session dated 03/07/2024

Trial Court – Jurisdiction – Not Obligated to Address Every Argument Raised by the Parties – So Long as Its Judgment Is Based on Sound Grounds

The trial court shall have full jurisdiction to assess the facts of the legal actions, examine the evidence and documents provided therein, and to prefer whatever it deems convincing, provided that its conclusions are based on reasonable grounds established under the action papers. The court shall not be bound to consider or to respond to every argument raised by the parties separately, since it has based its judgment on reasonable grounds established under the action papers and are sufficient to support such judgment.

Challenge No. 257/8109 of 2024 (Supreme Court), Session dated 03/07/2024

Appointment – Public Office – Job Promotion – Discretionary Considerations – Administrative Body – Public Interest

Appointment to public office or promotion within public service falls within the ambit of discretionary considerations that the administrative body is authorized to exercise, within the parameters of what it deems consistent with the public interest. Mere fulfillment of these conditions and the existence of eligibility criteria for appointment shall be insufficient to deem a candidate formally

appointed, inasmuch as the right to appointment accrues solely upon the formal issuance of an administrative decision to that effect. Furthermore, such appointment is contingent upon certain administrative prerequisites, the primary of which is the existence of vacant and duly budgeted positions to accommodate said appointment.

Challenge No. 554/8109 of 2023 (Supreme Court), Session dated 03/07/2024

Challenge by Way of Cassation – Public Order – Relation to Litigation Procedures

The question of the susceptibility of a judgment to challenge by cassation is a matter of public order, as it pertains to the fundamental procedures of litigation. The court is obligated to address this issue *by itself*, even in the absence of a plea from the parties.

Challenge No. 9/2022 (Supreme Court), Session dated 03/07/2024

Blood Money and Compensation

Evidence (Article 2)

The provision of Article 2 reflects a cornerstone of the Law of Evidence, namely the principle of judicial impartiality. According to this principle, the judge's role is circumscribed to receiving evidence adduced by the parties in the manner and form prescribed by law. Within these parameters, the judge possesses the inherent authority to evaluate the evidence and to accord probative weight to that which they deem credible. However, the judge is precluded from independently procuring evidence or from relying on personal knowledge of the facts in issue—whether acquired through visual observation, auditory perception, or other means—as doing so would effectively transform the judge into a witness in the legal action and deprive the parties of their fundamental right to challenge and cross-examine such evidence.

Challenge No. 168/2019, Session dated Sunday, 30/05/2021

Judgments (Procedures – Appeal – Conditions) – Judgment (Dismissal – Appeal)

Interlocutory judgments rendered during the legal proceedings, or those that do not fully adjudicate the merits of the litigation, shall not be subject to immediate appeal but may only be appealed subsequent to the issuance of the final judgment that definitively resolves the entire dispute.

A judgment that dismisses the legal action for procedural deficiencies (in limine litis) is therefore deemed non-final and, as such, falls within the category of judgments that may not be appealed independently until the final judgment terminating the entirety of the dispute has been rendered.

Challenge No. 1851/2017, Session dated Sunday, 11/11/2018

Competence in Assessing Hearing Loss – Medical Authority's Role and the Court's Lack of Discretion (Compensation – Hearing Loss – Prescription – Medical Report – Compensation – Disability – Authority – Assessment – Specialized Authority)

Compensation for hearing loss, as prescribed in the medical report, is based on the disability percentage determined by the competent medical authority. In this regard, the court shall have no discretionary authority to modify the assessment, and shall comply with the findings of the competent medical authority.

Challenge No. 699/2019, Session dated Sunday, 24/01/2021

Compensation (Assessment – Court – Authority)

Where an explicit religious or legal text exists, no juristic interpretation (*ijtihād*) shall be permissible. If the injury lacks a prescribed blood money or fixed compensation, then in such a circumstance, the court shall possess discretionary authority to assess compensatory damages for the harm in accordance with the rule of justice. This is predicated on the understanding that judicial decision-making shall not be speculative; rather, a ruling on a matter shall emanate from a proper comprehension of its factual reality and a precise determination of its constituent elements. Upon reviewing the contested judgment in light of the severe and multiple injuries sustained by the appellant, although the judgment considered the elements of harm, it misapplied the law due to the vast disparity in the assessment of compensation. Consequently, the contested judgment shall be annulled.

Challenge No. 871/2017, Session dated Sunday, 29/04/2018

Compensation (Schedule – Examination)

The law governing the legal action is that which is outlined in the Schedule of Blood Money and Fixed Compensations, assigning each element of harm its rightful due—whether a specified blood money

or a predetermined compensation. After a thorough examination of all elements of the harm and their precise location on the injured party's body, if the injury is not covered by a prescribed blood money or compensation, it shall be compensated under the rule of justice with appropriate damages—devoid of excess or exaggeration—ensuring fairness to both parties in the provision of compensation.

Challenge No. 268/2019, Session dated Sunday, 09/02/2020

Entitlement for Compensation (Eligibility – Damage – Compensation – Accident – Determination – Element – Tortious Responsibility – Causation)

Among the necessary conditions for entitlement to compensation for damages resulting from car accidents is the conclusive identification of the perpetrator of the accident. Establishing liability in such cases does not pose significant difficulty when the injured party is an individual, as the mere involvement of the car in causing the harm relieves the injured party of the burden of proving the elements of tort liability—namely fault, damage, and causation—since fault is presumed in such circumstances.

Challenge No. 63/2020, Session dated Sunday, 11/10/2020

Injuries (Listing – Insufficient – Specification)

Merely listing all injuries sustained by the appellant is insufficient for a proper and accurate assessment of appropriate compensation for the injured party. The contested judgment must specify the type and location of each injury on the injured party's body, as well as the resulting medical condition. If the injury is subject to a predetermined compensation or fixed blood money, the court shall award such amount. If no fixed compensation exists, the court shall determine fair compensation under the rule of justice in accordance with governing standards and criteria. Such compensation shall be appropriate and

proportionate, avoiding any excess or exaggeration that would disadvantage either party.

Challenge No. 140/2019, Session dated Sunday, 17/11/2019

Injuries (Listing – Insufficient – Specification)

If the contested judgment fails to list all injuries sustained by the injured party (the appellant), the essence lies not merely in listing the injuries but in specifying their nature, specific location on the injured party's body, their immediate impact, and the consequential effects thereof, whether resulting in loss of benefit or permanent disability. Thereafter, the governing law shall be applied thereto as stipulated in Royal Decree No. 118/2018 and the prescribed Schedule of Blood Money and Fixed Compensations. If the injury is not subject to predetermined compensation or fixed blood money, it shall be compensated under the rule of justice, and such compensation shall be appropriate and remedial for the damage, avoiding any excess or exaggeration that would prejudice either party. The court shall be guided in this regard by the established judicial rules of this Court.

Challenge No. 96/2019, Session dated Sunday, 09/02/2020

Injuries (Specification – Type – Identification)

If the contested judgment fails to list all injuries sustained by the injured party (the appellant), the essence lies not merely in listing the injuries but in specifying their nature, identifying specific location on the injured party's body, their immediate impact, and the consequential effects thereof, whether resulting in loss of benefit or permanent disability. Thereafter, the governing law shall be applied thereto as stipulated in Royal Decree No. 118/2008 and the prescribed Schedule of Blood Money and Fixed Compensations. If the injury is not subject to predetermined compensation or fixed blood money, it shall be compensated under the rule of justice, and such compensation shall be appropriate and remedial for the damage, avoiding any excess

or exaggeration that would prejudice either party. The court shall be guided in this regard by the established judicial rules of this Court.

Challenge No. 96/2019, Session dated Sunday, 09/02/2020

Injuries (Identification – Mention – Inadequacy)

If the contested judgment fails to include nearly all injuries, assesses certain injuries arbitrarily despite existing provisions specifying their due compensation, and omits injuries such as chest suction (which naturally results from intubation), the contested judgment is thereby marred by deficiency in reasoning and a violation of the law.

Challenge No. 116/2019, Session dated Sunday, 09/02/2020

Injuries (Overlap – Description – Statement – Correction)

In cases of overlapping injuries and their compensation, the determinative factor lies not in the characterization applied by the trial court nor in its consequent compensation standards, but rather in the specific nature of each injury. Where some injuries warrant predetermined compensation, while others require compensation as per the rule of justice, this court may properly re-characterize the injuries and subsequently review the aggregate compensation awarded by the trial court. If the total compensation adequately remedies all injuries sustained by the injured party, then the judgment shall not be invalidated by the trial court's characterization or compensation assessment, nor shall it warrant intervention.

Challenge No. 553/2019, Session dated Sunday, 13/09/2020

Injuries (Compensation – Blood Money – Compensation – Woman)

The compensation awarded to the appellant for her injuries was assessed based on the full blood money prescribed for a male, rather than the amount designated for a female, in contrary to the provisions of the aforementioned Royal Decrees and the established rulings of

this Court, which shall constitute a violation of the law. The appellant had raised this plea before the trial court, asserting that compensation should be calculated according to the blood money applicable to females, not the higher amount of blood money prescribed for males under Sharia law. This plea was substantial and could have altered the right opinion in the legal action. However, the contested judgment disregarded this plea, and merely stated in the reasoning thereof that the appellant had failed to present any new pleas or defenses that would undermine the validity of the appealed judgment or change its conclusion.

Challenge No. 582/2019, Session dated Sunday, 05/07/2020

Injuries (Compensation – Blood Money – Compensation – Woman)

The compensation awarded to the appellant for her injuries was assessed based on the full blood money prescribed for a male, rather than the amount designated for a female, in contrary to the provisions of the aforementioned Royal Decrees and the established rulings of this Court, which shall constitute a violation of the law. The appellant had raised this plea before the trial court, asserting that compensation should be calculated according to the blood money applicable to females, not the higher amount of blood money prescribed for males under Sharia law. This plea was substantial and could have altered the right opinion in the legal action. However, the contested judgment disregarded this plea, and merely stated in the reasoning thereof that the appellant had failed to present any new pleas or defenses that would undermine the validity of the appealed judgment or change its conclusion.

Challenge No. 582/2019, Session dated Sunday, 05/07/2020

Injuries (Report – Description – Comprehensive)

The medical report comprehensively describing the injuries was prepared by the physician who examined the appellant on the day of

the incident. It clearly identified the sustained injuries, including cranial trauma manifested by contusions and hematomas on the right frontal region, right parietal-temporal area, and right palatine zone-details entirely omitted in the ophthalmology department's report. Regarding the documented tenderness in the left thigh, left lumbar region, and left knee

with associated stiffness, some findings were recorded in the immediate post-accident report. Another medical translation described additional injuries comprising a sutured forehead laceration, periorbital contusion, and sub-conjunctival hemorrhage.

Challenge No. 373/2019, Session dated Sunday, 09/02/2020

Injuries (Investigation – Judgment – Deficiency)

If the judgment fails to thoroughly investigate the injuries listed in the medical reports, it will be deemed to be in violation of the law and deficient in reasoning, warranting its annulment. The case should then be referred back to the court of appeal, which issued the original judgment, for reconsideration by a different judicial panel, ensuring a detailed presentation of the elements of harm and a comprehensive examination of all injuries, followed by a compensation estimation in accordance with the rules of blood moneys and compensations.

Challenge No. 365/2019, Session dated Sunday, 29/12/2019

Injuries (Examination – Medical Report – Types)

The court is obligated to thoroughly examine all injuries and wounds sustained by the aggrieved party, as reflected in the medical reports, taking into account their type and location on the injured party’s body, as well as the consequences resulting from those injuries and wounds due to the accident — including the immediate loss of benefit and the harm suffered, and what may result in the future. This is essential to fully understand the nature and types of damage without ambiguity, in order to grant each element its rightful share in the assessment of

compensation (blood money). The legal ruling on a matter stems from a clear understanding of its reality, in accordance with the jurisprudential principle: 'Ruling on a matter is a consequence of its proper conceptualization.'

Challenge No. 37/2019, Session dated Sunday, 09/02/2020

Injuries (Non-Specified Value – Assessment – Rule of Justice)

Where injuries are not assigned a fixed value under Sharia law, their compensation shall be judicially assessed as per the discretionary rule of justice—provided such assessment is fair and proportionate to the harm and wounds sustained. Although documented, certain injuries remain non-quantifiable due to unspecified dimensions (length, width, and crucially, depth, as medical reports omitted such details), thereby likewise requiring compensation under rule of justice pursuant to the rules of blood money and fixed compensations. Given that the contested judgment awarded the appellant an amount disproportionate to her injuries—most of which affected the face—and considering her demand for increased compensation, this Court shall grant her claim to the extent reasonable under the rules of blood money and fixed compensations, with due regard to her status as a female. Accordingly, the compensation awarded shall be increased.

Challenge No. 988/2017, Session dated Sunday, 28/01/2018

Injuries (Brain Injuries – Definition)

An injury classified as superficial cranial wound refers to one reaching the dura mater, which is a thin membrane surrounding the brain. The brain wound is one that penetrates the brain's membrane or causes damage to the brain cells.

Challenge No. 313/2020, Session dated Sunday, 20/06/2021

Injury (Head – Brain Cells)

Most injuries focus on the brain cells, which control the entire body. Considering the damages mentioned earlier, the judgments regarding these injuries are deemed penetrating wounds, except for persistent coma.

Challenge No. 116/2019, Session dated Sunday, 09/02/2020

Injury (Face – Determination – Brain – Compensation)

An injury sustained by the injured party in the facial region—regardless of its nature—shall be compensated at double the rate of the same injury if it had occurred in other parts of the body. The rationale for this is that the face is the form of honor bestowed upon humans by Allah. By specifying the type of injury and its bodily location, fair compensation shall be determined. If the injury is penetrating—meaning it reaches an internal cavity, whether due to a perforating wound or severe blunt force (such as a blow to the abdomen, chest, or head causing harm to internal organs)—then such injuries to internal organs shall be considered penetrating wounds and shall be compensated with one-third of the blood money. Accordingly, an injury to the injured party's head is treated equally, as previously outlined regarding internal cavity injuries—such as the superficial cranial wound, which reaches the membrane separating the brain and the skull's covering (i.e., the bone). In the case of the superficial cranial wound, one-third of the blood money is awarded. If physicians determine that the damage of injury has reached the brain, then the ruling for the superficial cranial wound shall apply to each such injury. The same shall apply to surgical interventions, as well as other injuries like the brain wound, which pierces the membrane and reaches the brain, exposing it).

Challenge No. 145/2019, Session dated Sunday, 29/12/2019

Injury (Tumor – Description)

Describing a tumor on the right side of the head, with deep tissue damage and blood congestion above the eyebrow, as a permanent disability has no basis in the jurisprudence of blood money and compensation. It is merely a description that does not alter the reality of the injury or the amount of due compensation thereof.

Challenge No. 528/2019, Session dated Sunday, 08/03/2020

Injury to the Face Compensated at Double the Rate: (Compensation - Injury - Injured Party - Face - Double - Report - Medical - Fracture - Standard - Honor)

Compensation for an injury sustained by the victim in the facial region shall be awarded at double the rate payable for the same injury if it had occurred in any other part of the body—whether the injury involves a fracture or other trauma. However, the medical reports documenting the Appellant's injuries reveal that the contested judgment failed to adhere to these guidelines. A clear example is the three fractures sustained by the Appellant in the facial region, for which only standard compensation was awarded. In such cases, compensation must be doubled, as the face holds the divine honor bestowed upon mankind by Allah.

Challenge No. 600/2019, Session dated Sunday, 11/10/2020

Verification of Police Reports in Accident When the Court Faces Ambiguity in Understanding Reports (Police – Reports – Records – Supervision – Regulation – Traffic – Contradictions)

The reports and official records prepared by the Royal Oman Police shall have evidentiary weight under Article 44 of the Police Law promulgated by Royal Decree No. 35/90, which states, "The Administration shall supervise traffic regulation and enforce the provisions of this Law, its executive regulations, and decisions. The Police shall document violations of these provisions, and the official

records they produce shall have evidentiary weight, including the facts contained therein unless proven otherwise." For such records to maintain this evidentiary weight and be admissible as evidence, they shall be devoid of contradictions, inconsistencies, or material defects, given their status as official documents. If their authenticity is in doubt, the Court may by itself summon the issuing officer or the editor to clarify the matter, in accordance with Article 24 of the Law of Evidence.

Challenge No. 351/2020, Session dated Sunday, 24/01/2021

Double Compensation for Facial Injuries (Compensation – Injury – Injured Party – Face – Fracture – Wound – Impairment – Body)

In instances where the injured party sustains a facial injury—be it a fracture or a wound—compensation shall be assessed at twice the amount that would have been awarded for the same injury occurring elsewhere on the body.

Challenge No. 687/2019, Session dated Sunday, 08/11/2020

Statute of Limitations (Act – Tortious – Law – Traffic – Insurance – Vehicles – Limitation – Legal Action – Representative – Heirs)

The tortious act which gave rise to the present legal action constitutes a criminal offense punishable under the Traffic Law. Accordingly, the direct legal action initiated by the appellants shall be governed by the provisions of the Motor Vehicle Insurance Law. The procedural rules governing the statute of limitations, as set forth by the legislator, shall therefore apply to them. Such legal actions shall be barred by limitation after two years from the date of the incident giving rise to the legal action, unless exceptions apply—such as the institution of a penal action, which interrupts the statute of limitations. In this case, a final penal judgment was issued on 23/06/2014 in the relevant penal proceeding, wherein the liable party was convicted. The heirs retained their right to pursue a civil action before the civil courts. However, the

representative of the heirs was present during the sessions of the penal court and failed to take any legal procedures until October 2019, when the initial civil action was filed—more than two years after the occurrence of the incident. Therefore, the legal action is deemed barred by limitation.

Challenge No. 248/2020, Session dated Sunday, 11/10/2020

Institution of an Action by a Party Lacking Legal Capacity (Challenge – Lack – Capacity – Formal – Expenses)

The challenge is therefore filed by a party lacking the requisite legal capacity to authorize its submission by an attorney. Consequently, the formal plea is well-founded and is not vitiated by the appellant's arguments, which fail to rebut the valid legal grounds supporting said plea. In light of the foregoing, and without delving into the substantive merits of the challenge, the court hereby rules, on formal procedural grounds, that the challenge is for being filed by party of incapacity, while appellant shall pay the expenses, and the bail deposit shall be confiscated.

Challenge No. 246/2020, Session dated Sunday, 13/12/2020

Double Compensation for Facial Injuries (Compensation – Injury – Injured Party – Face – Fracture – Wound – Impairment – Body)

In instances where the injured party sustains a facial injury—be it a fracture or a wound—compensation shall be assessed at twice the amount that would have been awarded for the same injury occurring elsewhere on the body.

Challenge No. 687/2019, Session dated Sunday, 08/11/2020

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amount that would have been awarded for the same injury occurring elsewhere on the body.

Challenge No. 687/2019, Session dated Sunday, 08/11/2020

Estimated Compensation Involves Both Material and Moral Damages (Compensation – Estimated – Material – Moral – Damage – Decree – Estimation – Government – Justice – Remedying Harm)

Moral compensation may not be awarded independently, as the compensation estimated under Royal Decree No. 118/2008 involves both material and moral damages. The material damage is to be estimated as per the rule of justice, and this amount shall be added to the estimated compensation for the respondent, constituting the total sum due to the respondent as remedy for the harm sustained.

Challenge No. 170/2020, Session dated Sunday, 11/10/2020

Penetrating Wounds Reaching the Thoracic or Abdominal Cavity and Their Equivalents (Penetrating Wound – Wound – Perforating – Cavity – Thoracic – Abdominal – Blood money – Injury – Reach – Operation – Incision – Contusion – Ribcage – Compensation)

A penetrating wound is one that reaches the thoracic or abdominal cavity or its equivalent, entitling the injured party to one-third of the blood money. If the wound perforates completely through the body, the compensation increases to two-thirds of the blood money. This definition clarifies that actual penetration into the thoracic or abdominal cavity is not strictly required for an injury to be classified as a penetrating wound. Rather, an injury is deemed a penetrating wound by legal presumption if it affects the chest or abdomen and causes damage to internal organs. In the present case, the abdominal injury resulted in harm to internal organs, necessitating two surgical operations, including an exploratory laparotomy (opening of the abdomen). This surgical operation constitutes a true penetrating wound, even if performed for therapeutic purposes arising directly from the injury. Compensation for these surgical operations shall be

awarded under Royal Decree No. 118/2008. As for the two contusions at the base of the lungs, they are likewise classified as a penetrating wound since they affected the lungs and caused bruising, reaching the pleural cavity (the membrane separating the lungs from the chest wall). Thus, the injured party shall be entitled to, at minimum, the compensation for a penetrating wound.

Challenge No. 682/2019, Session dated Sunday, 11/10/2020

Ruling of Inadmissibility Due to Statute of Limitations (Filed – Legal Action – Limitation – Two Years – Occurrence – Incident)

If the legal action is filed after the expiration of the legally prescribed period for the initiation thereof—having been barred by the statute of limitations upon the lapse of two years from the date of the incident, subject matter of the legal action—the court shall rule the legal action inadmissible due to the expiration of the limitation period.

Challenge No. 71/2020, Session dated Sunday, 11/10/2020

Blood Money as the Standard for Determining Compensation (Blood Money – Determination – Compensation – Injury – Wounds – Equality – Evidence – Jurisprudence – Scrutiny –Reports – Medical – Binding – Request – Deduction – Harm)

The blood money shall serve as the standard for determining compensation in cases of bodily injuries and wounds. The reference blood money is unequivocally that which has been legally prescribed—specifically, the blood money for a male victim and the blood money for a female victim. The argument advocating for equal compensation between genders for injuries and wounds is unsubstantiated and devoid of any legal or jurisprudential basis, whether derived from successive legislations or Islamic jurisprudence (*Fiqh*). In fact, such an argument contradicts established principles. Consequently, the plea on this ground lacks any valid legal or Sharia-based support and shall be therefore be rejected. The assessment of injuries shall be based on a meticulous scrutiny of medical reports and a detailed evaluation of the elements of

harm. While the court is obligated to conduct such a scrutiny, its authority shall be limited to the requests presented by the parties. The court does not have the discretion to direct the parties, or to adjudicate on injuries not raised in the pleadings.

Challenge No. 590/2019, Session dated Sunday, 11/10/2020

Equality Between Men and Women in Compensation for Surgical Operations (Determination – Type – Injury – Compensation – Prescribed – Decree – Rules – General – Injured Party – Woman – Man – Court – Discretion – Legal Provision – Definitive – Compliance – Reality – Medical Treatment – Distinction – Surgical Operation – Equality)

Once the type of injury has been determined, the compensation payable shall be given as prescribed under Royal Decree No. 118/2008 and the general rules referenced therein. If the injured party is a woman, the provisions of Article 1 of Royal Decree No. 24/75 shall be applied. The court has no discretion to disregard an explicit legal provision or hadith (prophetic tradition), and any ruling that contravenes a definitive legal provision shall be deemed in violation of the law. Accordingly, the trial court shall be bound to comply with the statutory provisions and apply them to the facts of the legal action. However, this general rule does not apply to medical treatment, where no distinction exists between men and women in terms of compensation. Medical procedures necessitated by treatment—such as surgical operations and wound suturing—shall be compensated equally for both men and women, as they pertain solely to therapeutic necessity rather than gender-based valuation.

Challenge No. 664/2019, Session dated Sunday, 11/10/2020

The Sharia Legal Rule on the Blood Money for Women (Rule – Blood Money – Woman – Half – Third – Principle – Equality)

The general Sharia legal rule stipulates that a woman's blood money is half that of a man's. However, in cases of physical injuries, she is entitled to compensation equal to that of a man, up to one-third of the full blood money. If the compensation exceeds one-third, the general rule for

injuries shall apply, meaning her blood money reverts to half of the blood money for males. The error in the challenged judgment was limited to the misapplication of the aforementioned Islamic legal rule and the improper application of the principle of equality. If the compensation awarded is less than one-third of the full blood money, this misapplication shall constitute sufficient grounds for the annulment of the contested judgment.

Challenge No. 45/2020, Session dated Sunday, 11/10/2020

Direct Liability for Damage (Direct Causation – Damage – Actor – Liable – Transgression – Intent – Legal Basis – Compensation)

The direct actor is one whose own action results in damage, without the intervention of another independent act between the conduct and the harm. The direct actor is liable for damage even without transgression or intent. Direct causation is an independent legal basis for liability and does not require proof of fault. The obligation to compensate may not be dismissed by arguing lack of intent or absence of transgression. Intent or transgression shall be proven separately in cases of indirect causation. Where liability arises from a car accident and the fault is presumed, the injured party may file a civil action for compensation under civil liability rules, provided its legal elements are satisfied.

Challenge No. 106/2019, Session dated Sunday, 13/12/2020

Judicial Consideration of the Legal and Sharia-Based Description of the Injured Party's Disability Resulting from Injury (Consideration – Injured Party – Disability – Injury – Judiciary – Court – Assessment – Description – Sharia – Law – Compensation – Penetrating Wound – Wound – Perforating – Abdomen – Chest – Blunt Trauma – Intestines – Liver – Lung – Damage – Trachea – Tracheostomy)

The court shall consider the degree of permanent disability sustained by the injured party as a result of the injury. It shall also be guided by the established jurisprudence of this Court regarding the manner and method of the assessment, and only after classifying the injury according to its proper legal and Sharia-based description. It should

be noted that classifying an injury as a compensable penetrating wound does not require an actual perforating injury to the abdomen or chest, but rather applies to any severe blunt trauma to abdomen or chest causing damage to internal organs (including small intestines, liver, or lungs). Furthermore, this classification also applies to wounds that reach the trachea, as in cases involving a tracheostomy (surgical opening of the windpipe).

Challenge No. 671/2020, Session dated Sunday, 11/10/2020

Insurance (Legal Action – Recourse – Conditions)

When the insurer pays compensation to the injured party upon the occurrence of the insured risk, such payment is based on the insurance contract concluded between the insured and the insurer. This payment shall be contingent upon the insured's compliance with the provisions of the contract and the provisions of the Motor Vehicle Insurance Law. If the insured breaches any of its obligations—particularly those stipulated in the Law and in Article 11 of Chapter Six [General Conditions], as well as Chapter Three [Compulsory Insurance] of the Unified Motor Vehicle Insurance Policy—the insurer is, in principle, entitled to refuse compensation or to seek annulment of the contract due to the insured’s non-compliance of the contractual obligations. However, in order to protect the injured party and ensure their right to compensation, the law obliges the insurer—being the financially capable party—to pay the compensation, while granting the insurer the right of recourse against the insured to recover the paid amounts. Accordingly, the insurer’s right of recourse is based on the insured’s breach of contractual obligations.

The initiation of a recourse action by the insurer shall be contingent upon full payment of the judicially awarded compensation, necessitating a stay of action until final adjudication of the injured party's claim for compensation, whether through issuance of a Supreme Court judgment or the expiration of the legal period for challenge. Such payment shall operationally suspend the

commencement of the limitation period, consistent with the established rules governing direct compensation actions, wherein the limitation period only begins upon attainment of a final judgment, rather than from the date of the incident giving rise to the action.

Challenge No. 142/2020, Session dated Sunday, 30/05/2021

Insurance (Purpose – Compensation – Accidents – Traffic)

The insured party (in fact) constitutes either the registered vehicle owner or their legal proxy - including de jure insured persons operating the vehicle - under both compulsory and optional insurance policies. The legislative purpose is to guarantee the injured party's compensation for damages resulting from the involvement of the vehicle, without requiring that the person causing the damage be the insured in person and no one else.

Challenge No. 521/2021, Session dated Sunday, 25/07/2021

Insurance (Purpose – Compensation – Injured Party)

The objective of compulsory third-party motor vehicle insurance is to guarantee that the injured party is compensated for damages resulting from the use of vehicles by a financially solvent party, the insurer. As a result, the injured party shall be entitled to file a compensation claim immediately after the occurrence of the accident, without delay. Nonetheless, the law extends the permissible period to initiate a direct claim for compensation to two years from the date of the incident, as a protective measure in favor of the injured party.

Challenge No. 362/2020, Session dated Sunday, 21/03/2021

Identification of Injuries and Correct Legal Classification of Compensation (Identify – Injuries – Apply – Compensation – Remedy – Harm – Decree – Schedule)

The judge shall meticulously identify all injuries sustained, apply their correct legal classification, and determine appropriate compensatory damages in accordance with Royal Decree No. 118/2008 and the

stipulated Schedule of Blood Money and Fixed Compensation, ensuring full remedy for the harm suffered.

Challenge No. 74/2020, Session dated Sunday, 11/10/2020

The Supreme Court's Intervention to Rectify Judgments Contrary to Law

(Determining Factor – Assessment – Judgment – Purpose – Injury – Violation – Rules – Rectification)

In the assessment of compensation, the determining factor is the total amount awarded by the court. If the total compensation aligns with the purposes and principles of assessment established under Sharia and statutory law, then any incorrect individual estimations of specific injuries shall not affect the validity of the judgment. However, if the misapplication of legal rules results in a total compensation amount that is either deficient or unjustifiably excessive, then such an error falls under the scope of review by the Supreme Court. In such cases, the Supreme Court shall intervene to rectify any legal violations—whether in substance or in the application of the law.

Challenge No. 268/2020, Session dated Sunday, 13/12/2020

Legislation (Abrogation)

The abrogation of legislation may occur either expressly or implicitly. Express repeal takes place when a new legislative enactment explicitly provides for the repeal of a previous provision or an entire law. Implicit repeal, on the other hand, arises where the new legislation regulates a matter previously governed by an earlier law, or where it conflicts with or contradicts the earlier provision—thereby resulting in the implied abrogation of the former rule. This principle is affirmed under Article 4 of the Civil Transactions Law, which provides, "provisions of the present law may only be abrogated by virtue of a new legislation providing expressly for such abrogation or which conflicts with a previous provision in the legislation or which regulates

anew the subject which had previously been regulated by said legislation."

Challenge No. 320/2019, Session dated Sunday, 24/01/2021

Compensation (Injuries – Extension – Inclusion)

Compensation shall not be limited solely to the initial injuries, but shall extend to include all surgical operations associated with those injuries, as well as the consequential effects arising therefrom—particularly those necessitated by medical treatment. This includes the surgical operations undergone by the appellant, as previously mentioned. Each element shall be duly assessed and awarded its rightful share, whether in the form of blood money, predetermined compensation, or assessed compensation as per the rule of justice. Judicial discretion in awarding compensation shall not be exercised arbitrarily, especially since the rules governing blood money and compensation establish and regulate the court's authority in estimating compensation. These rules ensure consistency in judgments and fairness in assessment in cases involving similar types and degrees of injuries. Ultimately, the proper classification and legal characterization of the elements of harm in accordance with Sharia rules on blood money and compensation is determinative, as the legal ruling on a matter stems from a clear understanding of its reality, in accordance with the jurisprudential principle: 'Ruling on a matter is a consequence of its proper conceptualization.'

Challenge No. 554/2019, Session dated Sunday, 09/08/2020

Compensation for a Female Based on Her Blood Money (Compensation – Female – Wounds – Disability – Reasoning)

It is legally established that compensation for a female, in cases involving compensation and bodily injuries, is to be assessed by reference to her blood money. Accordingly, it is evident from the contested judgment that the court deviated from this principle by

awarding the respondent compensation independently for a permanent disability assessed at 60%, and by calculating compensation for injuries and wounds based on the male blood money rather than that of a female. The judgment is thereby marred by the violation of the law and deficiency in reasoning. Therefore, in such circumstances, the contested judgment shall be annulled, and the legal action shall be remanded to the court that issued the original judgment for new adjudication by a different judicial panel, without imposition of additional court fees.

Challenge No. 245/2020, Session dated Sunday, 08/11/2020

Compensation Commensurate with the Harm Suffered (Assessment – Extent – Harm – Reasoning)

The court shall assess and award the appellant compensation that is proportionate to the extent of the harm sustained, and ensure that such compensation is adequate and appropriate. Failure to do so shall render the contested judgment be marred by the violation and misapplication of the law and deficiency in legal reasoning, warranting the annulment of the contested judgment.

Challenge No. 35/2020, Session dated Sunday, 11/10/2020

Compensation for Disability Shall Be Assessed in Accordance with Legal Standards, Not Solely Based on Percentage (Court – Compensation – Percentage – Disability – Legal Criteria – Extent – Harm – Bail)

The court of first instance awarded the appellant compensation corresponding to the disability percentage, a determination supported by the court of appeal. However, such compensation is governed by specific legal standards and is not to be automatically awarded based solely on the percentage of disability. It shall be determined in accordance with Royal Decree No. 118/2008, and assessed strictly in proportion to the actual harm suffered—without

increase or reduction. Such compensation is mainly aimed to remedy the actual harm sustained by the injured party and to prevent unjust enrichment. It is deemed to cover all forms of harm, and therefore no additional compensation may be awarded beyond the awarded amount. Consequently, any claim for an increase in blood money shall be inadmissible. Accordingly, the challenge shall be dismissed, and the appellant shall bear the costs and the forfeiture of the bail.

Challenge No. 233/2020, Session dated Sunday, 27/12/2020

Compensation for a Single Surgical Operation at 30% of the Blood Money

(Judgment – Surgery – Setting – Fixation – Removal – Compensation – Blood Money)

As per the rulings of this Court, it is established that a surgical operation involving the setting, fixation, and potential future removal of such fixation shall be compensable. Accordingly, the Court has consistently held that a single surgical operation shall be compensated at a rate of 30% of the blood money.

Challenge No. 157/2020, Session dated Sunday, 11/10/2020

Compensation of a Woman Based on Her Own Blood Money, Not That of a Man

(Compensation – Woman – Half – Blood Money – Man)

A woman shall be compensated for her wounds and bodily injuries based on her legally prescribed blood money, not that of a man. In accordance with Royal Decree No. 118/2008, which governs the present legal action, the blood money of a woman has been set at half that of a man, amounting to OMR 7,500 (seven thousand and five hundred Omani Rials).

Challenge No. 99/2020, Session dated Sunday, 08/11/2020

Compensation (Insurance – Division of Work – Jurisdiction)

Civil courts shall have jurisdiction to consider compensation claims, and claims related to insurance fall within this same classification. The allocation of chambers and departments within the court and the internal distribution of work among them is an internal administrative matter. Accordingly, the trial court's consideration of the present claim remains within the scope of its legal jurisdiction, and its handling of the case does not constitute a breach thereof.

Challenge No. 1028/2017, Session dated Sunday, 28/01/2018

Compensation (Surgical Intervention – Assessment – General Principle – Rule of Justice)

Surgical intervention for the setting of bones is fundamentally distinct from other types of wounds; as such procedures require a complete incision through the flesh to expose the bone, albeit without reaching a bodily cavity. As a general rule, the wound resulting from a fixation surgery is governed by the legal classification of a wound reaching bones. However, it is essential to ascertain the precise dimensions—both length and width—of the incision made for the purpose of bone setting. The standard measurement of a single wound reaching the bone is 3 cm in length and likewise in width. Any increase beyond these dimensions is to be compensated proportionally, and any decrease accordingly. In the absence of precise measurements, it shall be presumed—at minimum—that the compensation shall be equivalent to three wounds reaching the bone, as the procedure typically requires the insertion and stabilization of a fixation device, necessitating an incision of at least 9 cm in length and 3 cm in width. If the actual dimensions exceed this measurement, then compensation is adjusted accordingly. Moreover, if the setting process results in the perforation of the bone, such perforation is to be treated as a penetrating wound, since it leads into the marrow cavity, which is considered a bodily cavity for legal purposes.

Challenge No. 1163/2018, Session dated Sunday, 16/12/2018

Compensation (Assessment – Juridical Discretion)

Compensation for bodily injuries shall be assessed in accordance with the following principles. Firstly, in cases of complete and irreversible loss of an organ's functionality, the statutory fixed compensation shall be applicable. Secondly, where an organ sustains partial impairment, retaining some residual function, compensation shall comprise two elements: (a) A predetermined compensation for the specific injury sustained, where such compensation is codified in law; and (b) proportional damages for the resultant functional disability, calculated based on the medically assessed percentage of impairment. This variable compensation shall be directly proportionate to the demonstrable reduction in the organ's utility, as certified with precision by competent medical authorities.

The prevailing standard for compensation under the doctrines of blood money and fixed compensations is strictly predicated upon the nature of the injury sustained, necessitating precise classification according to: (i) the type of injury, (ii) the specific organ affected, and (iii) its precise anatomical location. Each of these classifications carries a predetermined remedial value. Any compensation awarded for functional disability must strictly adhere to this same taxonomy, as any deviation therefrom shall constitute a fundamental violation of the established principles of injury valuation under the Blood Money and Compensation Law. Consequently, only those disabilities demonstrating: (a) a quantifiable loss of organ functionality, (b) permanent disfigurement, (c) sensory or cognitive impairment, or (d) a restriction of mobility—where such disability is directly caused by and medically attributable to a classified injury—shall be eligible for statutory compensation under the Blood Money and Compensation Law.

Challenge No. 62/2020, Session dated Sunday, 08/11/2020

Compensation (Assessment – Injuries – Specification – Legal Characterization)

The assessment of compensatory damages for personal injury hall not rely merely on identifying injuries but rather on the precise classification and legal characterization of such injuries, as only through such exact determination can compensation be properly quantified in accordance with Islamic jurisprudential principles. The general rule dictates that injuries shall meet the legal definition (e.g., penetrating wound, defined in Sharia as injuries perforating the thoracic/abdominal cavities or their anatomical equivalents). The concept of a "cavity" extends beyond thoracic/abdominal spaces to include all internal hollow organs (e.g., tracheal or intestinal injuries). Moreover, an injury may be deemed a penetrating wound by legal analogy where there is a powerful blow to the rib cage that causes internal damage to organs such as the liver or spleen—even if there is no visible penetrating wound.

Challenge No. 76/2019, Session dated Sunday, 29/12/2019

Compensation (Assessment – Rule of Justice)

The assessment of compensation under the principle known as rule of justice (equitable estimation), also referred to as consideration and valuation, or judgment of two just individuals, shall apply in cases where no specific legislative provision determines the exact amount of compensation. Instead, it is left to the discretion and judgment of knowledgeable and upright assessors who are well-versed in the rulings related to bodily harm and blood money. This assessment shall be based on fairness and shall correspond to the actual harm sustained, and its impact in the present and the future—it should never be arbitrary or made without due consideration. Once the just assessors have thoroughly contemplated the harm, evaluated its impact on the injured party, whether physically or financially, their decision of and determined a compensation (whether modest or

substantial)—if grounded in reflection, careful reasoning, and diligent effort—shall be binding. The assessor shall pursue what is most just, safest, and most accurate in judgment, taking into account not only the anatomical location of the injury and functional consequences for the injured party, but also the broader communal implications.

Challenge No. 1374/2017, Session dated Sunday, 11/03/2018

Compensation (Calculation – Full Blood Money)

The contested judgment, which affirmed the decision of the Court of First Instance, awarded compensation to the respondent for her injuries and wounds based on the full blood money applicable to a man. This shall constitute a misapplication of the law and contravene the established jurisprudence of this Honourable Court, which clearly holds that compensation awarded to a woman shall be based on the blood money applicable to a female. In this case, the appellant had raised this plea at the earliest stages of litigation and consistently maintained it throughout, including before this Court of Cassation. It is a substantial plea which, had it been properly addressed, could have altered the outcome of the legal action. However, the contested judgment failed to consider or respond to this pivotal submission, rendering the judgment legally marred by violation of the law, deficiency in reasoning, and violation of the appellant's fundamental right to a proper defence. Accordingly, the contested judgment shall be annulled.

Challenge No. 640/2020, Session dated Sunday, 13/09/2020

Compensation (Rule of Justice – Assessment)

The assessment of compensation under the principle known as rule of justice (equitable estimation), also referred to as consideration and valuation, or judgment of two just individuals, shall apply in cases where no specific legislative provision determines the exact amount of compensation. Instead, it is left to the discretion and judgment of knowledgeable and upright assessors who are well-versed in the

rulings related to bodily harm and blood money. This assessment shall be based on fairness and shall correspond to the actual harm sustained, and its impact in the present and the future—it should never be arbitrary or made without due consideration. Once the just assessors have thoroughly contemplated the harm, evaluated its impact on the injured party, whether physically or financially, their decision of and determined a compensation (whether modest or substantial)—if grounded in reflection, careful reasoning, and diligent effort—shall be binding. The assessor shall pursue what is most just, safest, and most accurate in judgment, taking into account not only the anatomical location of the injury and functional consequences for the injured party, but also the broader communal implications.

Challenge No. 835/2017, Session dated Sunday, 28/01/2018

Compensation (Assessment – Juridical Discretion)

Compensation for bodily injuries shall be assessed in accordance with the following principles. Firstly, in cases of complete and irreversible loss of an organ's functionality, the statutory fixed compensation shall be applicable. Secondly, where an organ sustains partial impairment, retaining some residual function, compensation shall comprise two elements:

(a) A predetermined compensation for the specific injury sustained, where such compensation is codified in law; and (b) proportional damages for the resultant functional disability, calculated based on the medically assessed percentage of impairment. This variable compensation shall be directly proportionate to the demonstrable reduction in the organ's utility, as certified with precision by competent medical authorities.

The prevailing standard for compensation under the doctrines of blood money and fixed compensations is strictly predicated upon the nature of the injury sustained, necessitating precise classification

according to: (i) the type of injury, (ii) the specific organ affected, and (iii) its precise anatomical location. Each of these classifications carries a predetermined remedial value. Any compensation awarded for functional disability must strictly adhere to this same taxonomy, as any deviation therefrom shall constitute a fundamental violation of the established principles of injury valuation under the Blood Money and Compensation Law. Consequently, only those disabilities demonstrating: (a) a quantifiable loss of organ functionality, (b) permanent disfigurement, (c) sensory or cognitive impairment, or (d) a restriction of mobility—where such disability is directly caused by and medically attributable to a classified injury—shall be eligible for statutory compensation under the Blood Money and Compensation Law.

Challenge No. 62/2020, Session dated Sunday, 08/11/2020

Compensation (Discretion – Power – Limits)

The discretionary power vested in the court with respect to compensation is confined within the limits set by the law. Where no specific blood money or predetermined compensation is prescribed for an injury, compensation shall be awarded as per the rule of justice (equitable estimation), in an amount deemed just and appropriate. The exercise of the trial court's discretion in such assessments shall not be subject to review, provided that the court's judgment is based on sound grounds established under the documents.

Challenge No. 505/2019, Session dated Sunday, 08/03/2020

Compensation (Assessment – Excess)

As per the rulings of this Honourable Court, compensation shall be assessed without excess or deficiency to either party. It shall be noted, however, that the contested judgment failed to account for several injuries, including restricted mobility of the right arm, rectal bleeding, and pain in the left foot, warranting its annulment.

Challenge No. 1499/2017, Session dated Sunday, 11/03/2018

Compensation (Assessment – Damage – Specification)

A fundamental prerequisite for the assessment of compensatory damages is the accurate identification and verification of the injuries sustained, coupled with their proper classification in accordance with their established juristic definitions. Only through such precise identification can the appropriate amount of compensation be duly determined.

Challenge No. 695/2019, Session dated Sunday, 13/12/2020

Compensation (Assessment – Court – Power)

As per the rulings of this Honourable Court, it is firmly established that the court may only exercise its discretionary power in assessing compensation when there are no governing legal provisions or Islamic jurisprudential rules applicable to the case. Moreover, the principles laid down by the Supreme Court are intended to ensure the attainment of justice and to interpret legal provisions in a manner that fulfills the legislative intent therefrom.

Challenge No. 809/2017, Session dated Sunday, 28/01/2018

Compensation (Assessment – Determinate Amount)

The assessment of compensation constitutes a matter of paramount importance, as it pertains to the monetary redress of harm arising from injury or wounds. Such compensation must correspond to a determinate sum sufficient to provide adequate remedy for the damage sustained; otherwise, it would unjustly enrich the injured party. Accordingly, as the contested judgment failed to adhere to this principle despite its acknowledgment of all elements of harm, it is deemed to be marred by the violation and misapplication of the law, thereby warranting its annulment.

Challenge No. 166/2019, Session dated Sunday, 09/02/2020

Compensation (Assessment – Injury)

In assessing the appropriate compensation for a fracture and the surgical operation conducted thereon, the court shall consider that such a surgical operation typically involves incision, setting, and fixation. As per the rulings of this court, this is to be compensated by the equivalent of three wounds reaching the bones. Furthermore, the court shall take into account the anatomical location of the injury; if the injury is to the face, the amount of compensation shall be assessed at double the rate of the same injury if it had occurred in other parts of the body, as the face is the form of honor bestowed upon humans by Allah.

Challenge No. 59/2019, Session dated Sunday, 17/11/2019

Compensation (Wounds – Suturing)

Compensation for wound suturing shall be based on the number of stitches required to close the wound. The Supreme Court has consistently ruled that in the absence of a specific stitch count in the medical report, the minimum number of stitches shall be deemed to be three. Each stitch is considered, by legal presumption, as a medically necessary closure.

Challenge No. 476/2020, Session dated Sunday, 21/03/2021

Compensation (Brain Wounds – Superficial Cranial Wound)

As per the rulings of this Court, compensation shall be granted for injuries to specific brain centers if such injuries result in the loss of associated functions. In other cases, compensation is awarded either as a superficial cranial wound or as a brain wound. Additional effects are to be compensated through the rule of justice (equitable estimation), provided that such compensation shall not exceed one-

third of the full blood money, without prejudice to the separate compensation for skull fracture, which is classified as brain wound.

Challenge No. 394/2020, Session dated Sunday, 21/03/2021

Compensation (Blood Money – Compensation – Estimation)

Neither the court nor the litigants are at liberty to determine blood money or compensation arbitrarily. In specific cases of injury, the applicable amounts are strictly prescribed by clear and binding legal provisions, which must be adhered to without deviation. In instances where no specific legal provision is applicable, compensation shall be assessed in accordance with the principles of rule of justice (equitable estimation). This refers to a sum determined by the judge for injuries for which a predetermined compensation is lacking. In making such an assessment, the judge may exercise discretion or consult with experts where necessary, provided that such estimation is guided by established legal texts or by way of *qiyas* (analogical reasoning), with the overarching aim of achieving fair and just compensation for the harm sustained.

Challenge No. 225/2019, Session dated Sunday, 08/06/2020

Compensation (Request – Final)

The final requests submitted before the Court of First Instance were solely directed at seeking compensation predicated upon the percentage rates determined by the competent medical committee. Such requests are inherently insufficient and render the legal action liable to dismissal in its present form. The Court thereby contravened a final and binding judgment of the Supreme Court, which carries the authority of res judicata and is not subject to further review or examination. Furthermore, the Court failed to adjudicate upon the original action referred to it, ruling solely on the quantum of compensation and leaving the principal dispute unresolved.

Challenge No. 143/2020, Session dated Sunday, 08/11/2020

Compensation (Standards – Assessment)

The assessment of compensation must be conducted in accordance with the legislative intent, which requires verification of the nature, classification, and anatomical location of the injury, its impact on the victim's overall health, and the extent of any diminution in physical capacity. Upon review, the contested judgment, while identifying the injuries based on medical reports, failed to disclose the legal basis upon which compensation was calculated for each specific injury. This shall constitute a clear misapplication of Royal Decree No. 118/2008 and the associated regulations concerning blood money and compensation, thereby warranting the annulment of the judgment.

Challenge No. 481/2019, Session dated Sunday, 08/03/2020

Compensation (Damage - Effects - Guidance)

Compensation for the effects of head injuries that have caused behavioral disorders, memory loss, and other related effects should be guided by the percentage of disability, if any. If the appellant was initially suffering from anxiety, and the accident resulted in depression— as some specialists in psychiatry suggest— it a case of psychological disturbance, most notably visible in the emotional aspect of the patient's personality. Intense sadness, despair, guilt, and severe self-blame render life insufferable and filled with unbearable sorrow, fear, insomnia, and anxiety, potentially increasing the risk of suicide [Reference: "Dictionary of Psychology and Psychoanalysis," by various psychology and psychoanalysis professors, Dar Al-Nahda Al-Arabiya, Beirut]. This depression, therefore, has substantial material effects, justifying compensation for these consequences.

Challenge No. 373/2019, Session dated Sunday, 09/02/2020

Compensation (Damage - Assessment - Foundations)

The assessment of compensation for harms shall not be based solely on identifying the injuries sustained by the injured party, but requires precise classification of their nature, as only through such exact determination can compensation be properly quantified in accordance with the principles of Islamic jurisprudence and Sharia as embodied in Royal Decree No. 118/2008 and the stipulated Schedule of Blood Money and Fixed Compensations, whereby each injury shall receive its rightful entitlement of either prescribed blood money or predetermined compensation. In cases where no fixed compensation is specified, the rule of justice (equitable estimation) shall apply.

Challenge No. 1567/2017, Session dated Sunday, 11/11/2018

Compensation (Damage - Waiting - Violation - Cassation)

Waiting for the victim to recover or for a period of a year, for example, does not imply a reduction in the prescribed compensation as decreed by the legislator. Rather, it is intended to ascertain whether the injury resulting from the crime will lead to further harm or not. This concept is referred to in jurisprudence as 'sirāya' (exacerbation) or 'tawallud' (consequential injury). If the injury causes consequential harm or injury, the victim shall be entitled to compensation for the criminal injury, the consequential harms, and the wound. This is evidenced by the Hadith of the Prophet Muhammad [PBUH], *"The Messenger of Allah* [PBUH] *said to him, "I forbade you (to take retaliation until your wound was healed) but you disobeyed me, may Allah keep you away from His mercy (for your disobedience), and as for your lameness you are not entitled to any compensation (as he retaliated before he discovered the lameness otherwise he would have been entitled half the Diyah)."* This Hadith, which refers to the injury of the knee, illustrates that the Prophet [PBUH] thus dismissed the claimant's right to compensation for the exacerbation due to his haste and failure to follow the Prophet's [PBUH] advice, clearly expressed in the wording.

When the Prophet [PBUH] reviewed the matter, he did not deny the entitlement to compensation for the exacerbation in addition to the initial criminal injury. Rather, He refrained from awarding it to the claimant as a disciplinary measure for the disobedience. This is further supported by the Prophet's statement in another narration: *'Then judgment shall be rendered based on the outcome*,' along with other evidences that cannot be elaborated here due to space constraints. Additionally, the separate and unconditional mention compensatory damages for bodily injuries and their secondary effects in various hadiths on blood money and compensation for wounds shall serve as proof in this regard. As stated in the Quran, *"Nor does he speak of his own whims. It is only a revelation sent down ˹to him˺."* (An-Najm, 3-4). The ruling of the companions (may Allah be pleased with them) on this matter further supports this understanding. This has been sufficiently discussed earlier, and it is mentioned here for reminder. *"Surely in this is a reminder for whoever has a ˹mindful˺ heart and lends an attentive ear."* (Surah Qaf, 37). If there is any contradiction, doubt, or deficiency in the reports, injuries, or their effects, it should be referred to the competent authority (the medical authority) to clarify the truth. Indeed, *"Ruling on a matter is a consequence of its proper conceptualization."* A ruling made without a clear understanding of the matter, leaving room for doubt and uncertainty, is invalid and subject to annulment. Since the contested judgment did not adhere to this principle, the court decided to annul it.

Challenge No. 1321/2017, Session dated Sunday, 29/04/2018

Compensation (Damage – Proportional)

The award of compensations that fails to proportionally correspond to the actual harm sustained by the injured party shall constitute a violation of the proper application and interpretation of the law as embodied in Royal Decree No. 118/2008 and its annexed Schedule of Blood Money and Fixed Compensations. Accordingly, the contested

judgment shall be marred by violation and misapplication of the law, and deficiency in reasoning, warranting its annulment.

Challenge No. 198/2019, Session dated Sunday, 08/06/2020

Compensation (Damage - Redress - Injuries - Determination)

The assessment of compensation for harms shall not be based solely on identifying the injuries sustained by the injured party, but requires precise classification of their nature, as only through such exact determination can compensation be properly quantified in accordance with the principles of Islamic jurisprudence and Sharia. As a general rule, the injury shall be real, meeting both the legal and Sharia-based definition of an injury. If it is a penetrating wound (*jā'ifah*), the victim is entitled to its prescribed right, which is one-third of the full blood money. If it is a displaced bone or fracture of skull, compensation shall be awarded according to its Sharia classification—whether it carries a fixed blood money or a predetermined compensation. If the injury does not have a fixed blood money or a predetermined compensation, then fair discretionary compensation shall be awarded by the rule of justice (equitable estimation).

The injured party shall not be compensated solely on the basis of a disability percentage, irrespective of its assessed value, unless such disability results in the loss of function of a limb or constitutes a permanent incapacity. This is because the disability percentage in isolation does not, in itself, constitute a compensable element of harm. Furthermore, any compensation awarded must be reasonable and proportionate, devoid of excess or exaggeration by either of the litigating parties.

Challenge No. 367/2020, Session dated Sunday, 14/02/2021

Compensation (Harm – Precedents)

It is permissible to rely upon precedents in adjudicating compensation, as the judgments issued by this Department establish a binding principle for subsequent rulings whenever the factual circumstances align with the conditions set forth in those judgments. Consequently, the omission of a specific address to this plea in the judgment shall not constitute a deficiency in its factual reasoning, particularly since the court, by awarding compensation, has effectively adjudicated both the plea (or defence) raised and the substantive merits of the legal action concurrently.

Challenge No. 225/2019, Session dated Monday, 08/06/2020

Compensation (Harm - Extent – Proportional)

The judgment awards compensation that is disproportionate to the extent of the harm sustained due to the failure to correctly classify the injuries, specify their anatomical location, and to properly apply the legal provisions thereto, in order to award the rightful compensation therefor. Such compensation may be awarded in the form of a prescribed blood money or a predetermined compensation, or in the form of an equitable estimated compensation (as per the rule of justice) for injuries that do not have a prescribed blood money or predetermined compensation in the law, devoid of excess or deficiency in favor of either party. Since the ruling on a matter is a consequence of its proper conceptualization, the contested judgment shall therefore require to be annulled.

Challenge No. 168/2019, Session dated Sunday, 17/11/2019

Compensation (Harm - Scope - Assessment)

Compensation is not limited solely to the injuries themselves, but encompasses all associated surgical operations and consequential effects necessitating medical treatment, such as fracture fixation,

wherein the physician must expose the bone, and insert and secure a fixation device. At a minimum, the compensation for such a procedure shall be equivalent to three wounds reaching the bone for the fixation, with a corresponding value of the compensation for the subsequent removal of that device. The proper assessment of compensation varies depending on the legal principles governing each case. Consequently, the court's discretionary authority shall be confined within the limits prescribed by law. However, if the element of harm lacks a fixed blood money or predetermined compensation, the court shall retain the authority to assess fair compensation (by rule of justice), provided it shall consider the type of the injury, its anatomical location on the injured party, the functional impairment caused, the immediate harm inflicted, and the future consequences of such injuries. This comprehensive evaluation necessitates the court's meticulous examination of all medical evidence pertaining to the injured party's injuries—to ascertain their types, bodily locations, and resultant damages (both present and prospective). Only after a thorough analysis of each element—precisely defining its essence and ramifications—may the court duly award each element of harm its rightful compensation, whether as fixed blood money, predetermined compensation, or estimated compensation by rule of justice. Indeed, the sound assessment of compensation depends primarily on identifying all elements of harm in order to award each its rightful compensation.

Challenge No. 310/2019, Session dated Monday, 05/07/2020

Compensation (Harm - Elements - Comprehensive Determination – Assessment)

The assessment of compensation for elements of harm varies in amount depending on the nature, type, and anatomical location of the harm. Only after a comprehensive determination of all injuries, their effects on the injured party's body, and the resulting elements of harm—can each element be granted its lawful entitlement, whether

in the form of blood money, compensation, or fair estimated compensation (by rule of justice), without excess or deficiency for either party. Compensation may not be adjudicated arbitrarily, as ruling on a matter is a consequence of its proper conceptualization. Upon reviewing the contested judgment, a comparison between the compensation awarded and the appellant's injuries reveals a substantial disparity, rendering the said judgment marred by misapplication of the law regarding compensation valuation and deficiency in its reasoning. Accordingly, the contested judgment shall be annulled.

Challenge No. 122/2019, Session dated Sunday, 29/12/2019

Compensation (Moral Damages - Assessment)

As per the ruling of the Commercial Department, it is established that compensation assessment shall encompass both material and moral damages. The Royal Decree outlines the methodology for determining blood money and compensations while linking them to Sharia principles. However, moral damages shall be determined as per the court's discretionary authority, given the inherent difficulty in predetermining or precisely quantifying such moral compensation.

Challenge No. 528/2019, Session dated Sunday, 08/03/2020

Compensation (Request – Final)

The final requests submitted before the Court of First Instance were solely directed at seeking compensation predicated upon the percentage rates determined by the competent medical committee. Such requests are inherently insufficient and render the legal action liable to dismissal in its present form. The Court thereby contravened a final and binding judgment of the Supreme Court, which carries the authority of res judicata and is not subject to further review or examination. Furthermore, the Court failed to adjudicate upon the

original action referred to it, ruling solely on the quantum of compensation and leaving the principal dispute unresolved.

Challenge No. 143/2020, Session dated Sunday, 08/11/2020

Compensation (Total Disability - Inequality)

Compensation for total disability shall not equate to compensation for death, as it is impermissible to adjudicate equality between the status of the living and the deceased. This principle stands in contradiction to established judicial precedents that have been consistently applied by this Court.

Challenge No. 168/2019, Session dated Sunday, 30/05/2021

Compensation (Equitable - Disability Assessment Committee)

The equitable assessment of compensation necessitates due consideration of the opinion of the specialized medical committee responsible for assessing disability percentages. This assessment is crucial to ascertain whether the disability percentage is general or specific to the fracture injury, and to ascertain the consequential effects of the injury. Such determination enables the proper adjudication of whether compensation for this disability is warranted, thereby necessitating the annulment of the contested judgment.

Challenge No. 652/2020, Session dated Sunday, 13/09/2020

Compensation (Surgical Operations - Calculation)

Compensation for surgical operations performed to fix fractures, it is established as per the rulings of this Court that the minimum compensation shall be equivalent to three wounds reaching the bone. This is based on two considerations: (i) the wound must reach the bone, and (ii) the wound must be of sufficient length to permit surgical fixation. Where medical authorities specify the dimensions of the wound, compensation shall be calculated proportionally to its length

and width. Reference is made to Challenge No. 835/2017, Civil Department (B), Session dated 28/01/2018, which established the following calculation method: [Multiply length by width (e.g., 4cm × 3cm = 12cm). As the standard reference unit (rajiba) is 9cm, this yields the wound as 1⅓ units. If the wound is classified as a wound reaching the bone, the compensation value is accordingly 1⅓ units.] Should the contested judgment award compensation equivalent to only one standard unit (one wound reaching the bone) for the operation, it would contravene the settled jurisprudence.

Certain specialized technical authorities, after documenting the injured party's injuries, may assign a general disability percentage of bodily capacity. The Court has examined this practice in light of the principles governing blood money and compensation, along with the wisdom underlying their legislation, and ruled that such percentages fundamentally conflict with these principles. They effectively constitute unjust enrichment at the expense of the offender, resulting in compensation that unlawfully deducts funds from the offender. As compensation claims for general disability percentages are incompatible with the Rules of Blood Money and Fixed Compensations, the claimant bears the burden of submitting documentary evidence from the reporting authorities specifying the affected organ/body part, and the precise disability percentage attributable to the incident. Only such substantiated claims may warrant compensation under the Rules of Blood Money and Fixed Compensations.

Challenge No. 276/2020, Session dated Sunday, 24/01/2021

Compensation (Surgical Operations - Scope - Established Jurisprudence)

Compensation shall encompass all surgical operations related to the injuries, as these operations constitute integral elements of the harm. The attached medical reports demonstrate that the appellant has

sustained multiple facial fractures, necessitating two primary surgical interventions: (i) Intraoral Operation: An open setting surgery involving the installation of plates and screws to address fractures of the internal zygomatic bone, the maxilla (upper jaw), and the orbital bones bilaterally; and (ii) Extraoral Operation: A right eyelid incision and repair surgery to expose, identify, and fix a fracture using a 5-hole plate with 4 screws, followed by an additional corrective surgery. The appellant further underwent surgical operations for other bodily injuries, including a midline laparotomy with four-quadrant abdominal exploration, and resection of portions of the small intestine. All these surgical operations should properly be classified as penetrating wounds *(jā'ifah)*, yet no compensation was awarded for them—let alone for the setting and fixation of certain fractures. The judgment erroneously classified the appellant's multiple fractures, directly affecting the compensation awarded, and certain injuries were compensated at rates below their rightful value. Furthermore, the judgment disregarded a right-sided pneumothorax, citing a medical report that allegedly found "no evidence" of its existence. However, a report from Nizwa Hospital (dated 31/07/2017) confirmed the presence of a right-sided pneumothorax. The same report noted a mild left-sided pneumothorax in a subsequent filing. A separate report from Al-Nahdha Hospital (dated 09/08/2017) corroborated these findings as well. The court was obligated to clarify this discrepancy with the relevant medical authorities, particularly given that pneumothorax injuries are materially relevant to compensatory valuation.

Challenge No. 1811/2018, Session dated Sunday, 26/05/2019

Compensation (Surgical Operations - Fractures - Fixation)

The compensation for surgical procedures shall align with the established rulings of this Court, which require assessment of compensation based on the type of surgical operation performed.

Fracture fixation methods involve removable fixation where fractures are stabilized with screws later removed in a secondary operation after bone healing, and permanent fixation where no subsequent removal is required. Each case warrants assessment of compensation, which equals no less than three standard wounds reaching the bone per one operation.

Challenge No. 493/2019, Session dated Sunday, 24/01/2021

Compensation (Rules – Purpose – Assessment – Reparation)

The purpose of the rules governing compensation for harm resulting from an assault on the body and its integrity is to ensure fair and regulated reparations. The amount of compensation shall be determined as per the type and location of the injury, and therefore it serves to redress both material and moral harm/damage. This is affirmed under Article 3 of Royal Decree No. 118/2008, which states, "The blood money and compensations referred to herein shall serve to compensate for all material and moral damages." Disability resulting from an injury shall constitute material harm whenever it has a visible manifestation or an indication, and once established, it shall fall within the general scope of the legal provision regarding the right to compensation. In such cases, the assessment shall be guided by the valuation rules recognized in Islamic jurisprudence.

It is impermissible to award compensation for a general percentage of disability (based on the body's overall functional capacity), as this would include all organs already compensated individually, thereby resulting in an amount exceeding what is lawfully prescribed. Such practice contradicts the legal basis in Sharia for compensation as detailed in the Rules of Blood Money and Compensations, and is therefore not permissible.

Challenge No. 695/2019, Session dated Sunday, 13/12/2020

Compensation (Fractures – Legal Principle)

The Sharia-based principle governing fractures stipulates that compensation shall depend on the quality of healing. In proper healing where the bone heals fully, restoring its pre-fracture integrity and function, compensation is limited to the fixed value for the fracture. In defective healing where healing results in functional impairment (e.g., reduced capacity of the affected limb/organ), or aesthetic deformity (e.g. visible disfigurement at the fracture site), compensation shall then cover the proportional loss of function, the aesthetic deficit, or both, as applicable.

Challenge No. 276/2020, Session dated Sunday, 24/01/2021

Compensation (Fractures - Surgical Screws - Assessment Criteria)

As per the rulings of this Court, it is established that if the fracture fixation requires subsequent screw removal surgery, the compensation is fixed at three standard wounds reaching the bone, estimated at 15%, which amounts to OMR 2,250. However, this contradicts the appellant's claim.

As for compensation for the screws used in the fixation process, no separate compensation is awarded for them, as they are inherently included in the surgical operation itself. Therefore, compensation cannot be awarded independently for the screws. Accordingly, awarding an amount of OMR 4,500 to the respondent for the insertion of three screws was baseless and contrary to the correct application of the law and the established rulings of this Court. This is in addition to the amount of OMR 1,600 previously cancelled by the Court of Appeal. These matters necessitate a reduction in the total compensation awarded. Since the contested judgment contradicted these principles, it is deemed to be marred by the violation of the law and deficiency in reasoning.

Challenge No. 47/2021, Session dated Sunday, 25/07/2021

Compensation (Material – Heir)

Once the entitlement to compensation for material harm sustained by the injured party has been legally established, that right shall devolve to their legal successor. The heir of the injured party is entitled to claim the compensation to which the deceased would have been entitled had they survived. This principle is in accordance with the principles of Islamic Sharia, which recognizes the possibility of multiple blood money being payable for injuries to different parts of the human body.

Challenge No. 297/2019, Session dated Sunday, 09/02/2020

Compensation (Court – Authority – Increase)

The court, exercising its authority as granted by law, rules to increase the compensation amount to OMR 10,500. The breakdown is as follows: 20% for a nasal fracture, 20% for fractures of four teeth, and 30% (as per the rule of justice) for multiple abrasions on the right eyebrow, left side of the nose, right side of the chin, and edges of the wounds that required stitching and caused pain. It is clarified that the chin abrasions were in fact lacerations requiring stitching, and not merely superficial abrasions. Accordingly, the Court rules that 70% of the full blood money shall be payable, in the Appeal Action No. 859/2017, to be paid by the respondent.

Challenge No. 479/2020, Session dated Sunday, 20/06/2021

Compensation (Screws – Fixation)

As per the rulings of this Court, it is established that the surgical operation for the removal of fixation device (plates and screws) shall warrant compensation by the rule of justice (equitable estimation), equivalent to three standard wounds reaching the bone, estimated at 15%, with an amount of OMR 2,250 (two thousand two hundred and fifty Omani Rials).

Challenge No. 479/2020, Session dated Sunday, 20/06/2021

Compensation (Liability – Determination)

The determination of liability for compensation shall be predicated upon the establishment of the perpetrator of the accident. Since discrepancies exist within the official police report, the court is bound to verify with the author of the report or the traffic investigator how the accident has occurred, and to identify the vehicle at fault. Otherwise, the court's judgment shall be factually and legally baseless. Reports prepared by the Royal Oman Police shall have evidentiary weight in accordance with Article 44 of the Police Law issued by Royal Decree No. 35/90 stipulating, "The administration shall oversee traffic regulation and implement the provisions of this law and the executive regulations and decisions thereof. The police shall document any violations of these provisions, and the relevant reports shall serve as evidence of the facts indicated therein, unless proven otherwise." However, for such reports to be accorded evidentiary weight, they shall be devoid of contradictions, inconsistencies, or material defects, given their status as official documents. Should the validity of such documents be challenged, the court may, by itself, summon the official or individual who has prepared the report to clarify the facts, consistent with the provisions of Article 24 of the Law of Evidence.

Challenge No. 351/2020, Session dated Sunday, 24/01/2021

Compensation (Injured Party – Heirs)

The injured party, or the legal heirs of a deceased person following a traffic accident, shall have the right to claim both the legal compensation mandated by this Law and any other amounts owed to the injured or the deceased pursuant to optional insurance policies or contracts providing coverage for bodily injury or death arising from accidents. Furthermore, compensation determined in accordance with the Rules of Blood Money and Fixed Compensations is prioritized based upon Sharia principles, thereby rendering such compensation as legally valid and not in contravention of the applicable Law.

Challenge No. 225/2019, Session dated Sunday, 08/06/2020

Statute of Limitation (Plea – Request)

While statute of limitations does not automatically extinguish a legal action by the force of the Law, it shall be raised by a party having an interest therein. The court may not render a judgment for the statute of at its own discretion. This principle is affirmed by Royal Decree No. 29/2013 on the Issuance of the Civil Transactions Law, Article 353, which stipulates, "The court may not decide to dismiss the legal action due to time limitation at its own discretion. Such a decision shall be made at the request of the debtor or any other person having an interest in said plea even if not raised by the debtor."

Challenge No. 289/2019, Session dated Sunday, 29/12/2019

Conflicting Medical Reports (Reports – Medical – Compensation – Clarification – Discrepancy)

Since the medical reports exhibit significant discrepancies, thereby precluding a definitive assessment of fair compensation in accordance with the provisions of Royal Decree No. 118/2008, it is necessary to seek clarification of these discrepancies from the competent medical authorities. This circumstance necessitates the annulment of the contested judgment and the referral of the legal action to the Court of Appeal that issued the judgment, to be re-adjudicated by a different judicial panel, without the imposition of additional court fees.

Challenge No. 654/2019, Session dated Sunday, 11/10/2020

Fair Compensation for Harm (Assessment – Compensation – Harm – Trial Court – Decree – Schedule – Blood Money)

Understanding the facts of the legal action, evaluating the evidence, and subsequently assessing the fair compensation for the harm shall fall within the discretionary authority of the trial court, provided that

its judgment is based on sound grounds sufficient to support the conclusion thereof. To achieve this, the court shall consider the facts of the legal action regarding the fair compensation for the harm, in accordance with the principles of Islamic jurisprudence and Sharia as embodied in Royal Decree No. 118/2008 and the stipulated Schedule of Blood Money and Fixed Compensations. Each injury shall thereby receive its rightful entitlement of either prescribed blood money or predetermined compensation. In cases where no fixed compensation is specified, the rule of justice (equitable estimation) shall apply. All of the foregoing necessitates a thorough determination of the constituent elements of the harm sustained, the precise anatomical location of the injury, and the consequent functional impairment or a disability. The court is obligated to duly consider the implications of such injuries, encompassing any resultant impairment and its quantified percentage, and to ensure that the awarded compensation is just and equitable—neither unduly excessive nor inadequately deficient for either litigant. In its deliberations, the court shall also be guided by the established rulings of this court.

Challenge No. 119/2020, Session dated Sunday, 08/11/2020

Assessment of Fair Compensation for Harm Falls Within the Discretion of the Trial Court (Understanding – Assessment – Compensation – Remedy for Harm – Grounds – Legal Action – Schedule – Blood Money – Compensation – Injury – Rule of Justice – Determination – Injured Party – Disability – Temporary – Permanent – Percentage – Disability– Independence)

Understanding the facts of the legal action, evaluating the evidence, and subsequently assessing the fair compensation for the harm shall fall within the discretionary authority of the trial court, provided that its judgment is based on sound grounds sufficient to support the conclusion thereof. To achieve this, the court shall comply with the provisions of the Royal Decree No. 118/2008 governing legal actions for compensation, and the stipulated Schedule of Blood Money and

Fixed Compensations. Each injury shall thereby receive its rightful entitlement of either prescribed blood money or predetermined compensation. In cases where no fixed compensation is specified, the rule of justice (equitable estimation) shall apply. All of the foregoing necessitates a thorough determination of the constituent elements of the harm sustained, the precise anatomical location and the type of the injury, and the consequent functional impairment or disability, whether temporary or permanent. In this case, the court is obligated to duly consider the implications of such injuries and their quantified percentage. However, compensation may not be awarded independently for the disability percentage, as it does not in itself constitute a constituent element of harm. Rather, the disability percentage shall only be taken into account when the injury results in a loss of function or a disability in the affected organ, whether permanent or temporary.

Challenge No. 52/2020, Session dated Sunday, 08/11/2020

Assessment of Evidence in the Legal Action (Facts – Assessment – Evidence – Compensation – Remedy – Harm – Legal Basis – Sharia – Determination)

As per the rulings of this Court, it is well established that understanding the facts of the legal action, evaluating the evidence, and subsequently assessing the fair compensation for the harm shall fall within the discretionary authority of the trial court, provided that its judgment is based on sound grounds sufficient to support the conclusion thereof. To achieve this, the court shall consider the facts of the legal action regarding the fair compensation for the harm, in accordance with the principles of Islamic jurisprudence and Sharia as embodied in Royal Decree No. 118/2008—the Law governing the present action for compensation—and the stipulated Schedule of Blood Money and Fixed Compensations. Each injury shall thereby receive its rightful compensation according to their type and precise anatomical location, and following a thorough determination of all

elements of the harm, without excess or deficiency for either party. Furthermore, compensation may not be adjudicated arbitrarily, as ruling on a matter is a consequence of its proper conceptualization.

Challenge No. 374/2019, Session dated Sunday, 13/12/2020

The Court shall Apply Sharia Principles in Awarding Compensation (Obligation – Court – Assessment – Compensation – Sharia – Decree – Schedule – Blood Money – Compensation)

When assessing the fair compensation, the court shall comply with the principles of Islamic jurisprudence and Sharia as embodied in the Royal Decree No. 118/2008—the Law governing the present action for compensation—and the stipulated Schedule of Blood Money and Fixed Compensations. Each injury shall thereby receive its rightful entitlement of either prescribed blood money or predetermined compensation, following a thorough determination of all elements of the harm sustained, the precise anatomical location and the type of the injury, and their impacts including the consequent functional impairment or disability, whether temporary or permanent. The compensation shall fully redress the harm without excess or deficiency for either party. Furthermore, the court shall be guided by the established rulings of this Court, particularly in relation to injuries affecting the face, where the amount of compensation shall be assessed at double the rate of the same injury if it had occurred in other parts of the body, as the face is the form of honor bestowed upon humans by Allah.

Challenge No. 68/2020, Session dated Sunday, 13/12/2020

Jā'ifah (Definition – Compensation)

The legal definition of *jā'ifah* is not limited solely to injuries resulting from a wound that penetrates into the bodily cavity, whether it be the thoracic or abdominal cavity. It also applies to severe trauma inflicted on the chest or abdomen that affects the internal cavity, such as a

strong blow. Therefore, an injury involving tracheostomy (a perforation of the windpipe and insertion of a breathing tube) is considered a penetrating wound and is compensated with the blood money prescribed for penetrating injuries, given that the trachea is a hollow tube. The same classification shall apply to intracranial hemorrhage, as it involves penetration to the internal part of the head.

Challenge No. 389/2019, Session dated Sunday, 09/08/2020

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