



THE DEVELOPED JUDICIAL INTERPRETATION OF THE CONTRACT

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Article history:	Abstract:
Received: 10 th May 2024 Accepted: 1 st July 2024	The judicial interpretation of texts differs from the judge's interpretation of the contract. While the legal text is interpreted by searching for the general will of the legislator, the interpretation of the contract's phrases is by searching for the real will of the contracting parties based on the core of the contract and the elements outside of it and related to it. However, in both cases the interpreter must follow a developed interpretation that requires him to deal with the text or phrases to be interpreted according to the social need of his time, by discussing or researching what the legislator would have gone to if he had been entrusted with the legislation on that day, and not what he was thinking on the day the legislation was enacted, so that the interpretation keeps pace with the development in society, and its content is in harmony with the changes that have occurred in the circumstances of life for which those texts or phrases were enacted in the contract. The legislator, no matter how broad his horizons and penetrating his insight, remains unable to encompass all that life may produce in terms of rapid and complex developments in the field of financial transactions. In the face of the judge's excuse of the deficiency or ambiguity of the legislation, the judge is given the ability to make rules by interpreting them with a developed interpretation with Considering the wisdom of its inclusion, it is said that the Judges-made law of parties.

Keywords: the developed interpretation ;jurisprudence; The wisdom of legislation; Judicial precedents; The four corners rule.

1.INTRODUCTION

A contract is an agreement between the wills of two people to create a legal effect. However, disagreement may occur between the contracting parties due to ambiguity in the terms of the contract, which requires an interpretation of the contract to reveal the will of the contracting parties. The legislator has given a special place to the interpretation of the contract and has established a set of legal rules for it that help the judge determine the content of the contract. Interpretation aims to determine the meaning of the texts contained in a particular contract, if the texts are not clear and clearly reveal the intent of the contracting parties. an interpretation of the contract must be an developed interpretation, which achieves justice and suits the new circumstances in society. The judge has a positive role in specifying the agreement text, interpreting it, clarifying the ambiguous words, and completing what is lacking in its provisions. However, when the judge interprets, he does not have to search for the reason that He must then push the parties to establish the rule, but he must search for its rational basis at the time he interprets it. It may happen that a rule was established for a specific goal that later aims to achieve another goal.

2. RESEARCH METHODOLOGY : In our study of the topic (the developed judicial interpretation of the contract) we will rely on the analytical method by presenting the topic in its origin, concept, and what surrounds it as a flexible method, in addition to addressing its cases and the developed methods of judicial interpretation of the contract.

2.1 Research Problem: Perhaps it is of great importance to define the concept of developed judicial interpretation of the contract in order to remove the veil and ambiguity surrounding this topic, as research into the topic of developed judicial interpretation of the contract is one of the most accurate topics in legal science, as it targets the limits of the judge's authority and whether his role is limited to merely the automatic application of the legal rules governing the contract or whether it extends to creating and establishing developed interpretive rules, and this is a problem in itself. How can a judge give an interpretation of a text or a phrase in the contract that may not be what was intended at the time of drafting the text or contract? Therefore, it is necessary to research this topic and explain the methods and means of developed judicial interpretation of the contract.

2.2 Research Importance: This topic has two theoretical importances, which come from the fact that this topic has not received a comprehensive and specialized jurisprudential study in most legal systems, although the topic has been organized in English law. Accordingly, we did not find, according to our research, a study that covered all aspects of

this topic. The practical importance is represented by the need of the legal community for a study to clarify the concept of the developed interpretation of the contract to be a source that can be used in other comparative studies.

2.3 Research Structure :The research on this topic will be divided into three requirements as shown below:

First requirement: The concept of the developed judicial interpretation of the contract.

Second requirement: Cases of the developed judicial interpretation of the contract.

Third requirement: Methods of the developed judicial interpretation of the contract.

First requirement

The concept of the developed judicial interpretation of the contract

In general, Interpretation means clarifying the ambiguous words of legislation, supplementing its texts, highlighting what is lacking in its provisions, and reconciling its contradictory parts ¹.

It is intended to determine the true content of the legal rule by revealing the various applications to which its provisions apply, clarifying what is obscured in these provisions and completing the shortcomings in them, and removing what may appear on the surface to be a contradiction between its parts, or an apparent conflict between it and other legal rules² and it's includes all the processes necessary to make laws applicable to particular cases ³.

Every effort made in this field and within the fundamental, linguistic and logical rules and the social purpose of the legal rule is considered an interpretation⁴.

Interpretation performs the task of revealing the legislator's intention In a manner that ensures the stability and constancy of the meaning of the legislation⁵.

In relation to The developed interpretation, means that the texts are interpreted in such a way that their content is compatible with the changes that have occurred in life circumstances for which those texts were developed. Where the text is in place, the courts must harmonize it with the new life circumstances⁶, by revealing the dynamic content of the legal rule that responds to the existing needs of society at the time the rule is applied ⁷ the judge must deal with the text according to the social need of his time, by discussing, or researching, what the legislator would have done if he had been instructed To him is the legislation on this day, and not what he was thinking of on the day the applicable legislation was drawn up ⁸.

The interpretation in generally determined by two elements: the literal composition of the text and the social goal that led to its legislation. The literal composition of the text is the fixed element, while the second element, which is the social goal, is a moving element because the same goal can be achieved by different means, even in a way that the legislator would not have thought of, and the interpreter has the right. To deal with the law according to the social need of his time, as he must think about what legal text the legislator would establish if he was entrusted with legislating on this day. The legal text itself could have different meanings according to the time of its application ⁹ This concept extends to the developed interpretation of the contract, in which the judge is obligated to interpret accordingly ¹⁰ In this interpretation, the real will of the contracting parties is sought ¹¹.

The adoption of the developed judicial interpretation leads to the following two results:

First: When applied, the legal text can have a broader content than what the legislator had in mind when drafting the law. Whenever a new human experience emerges, or modern scientific knowledge allows the use of better methods to uncover the truth, the judge can resort to it in accordance with the developed interpretation of the law, because the law exists. It is alive and grows and develops in the environment in which it grew up. It is more flexible than living in rigid texts as long as life continues to develop ¹².

Second: Legislative wisdom changes with time. The interpreter who is examining a rule that was established a long time ago does not have to search for the reason that prompted the legislator at that time to establish the rule, but rather he must search for its rational basis at the time he interprets it. It may happen that a rule was established for the purpose of A certain goal then aims to achieve another goal. The legislative court is the living, moving force that

¹ .Abd al-Razzaq al-Sanhouri, (1936) The Science of the Principles of Law, published by Fathallah Elias and Sons, Egypt, p. 160

² . Dr.Salah al-Din Zaki(1975) Lessons on the Introduction to Legal Sciences, Cairo Edition, p. 83

³ .Dr. Abdel-Hay Hegazy.(1972) Introduction to the Study of Legal Sciences, Part 1, Kuwait, p. 510

⁴ .Muhammad Sharif Ahmed(1979) The Theory of Interpretation of Civil Texts. Doctoral dissertation, College of Law, University of Baghdad. p. 17.

⁵ .Dr. Suleiman Markos(1967) Introduction to Legal Sciences, Cairo, p. 406. See also: Dr. Tawfiq Hassan Farag, Introduction to Legal Sciences, Alexandria, 1976, p. 293. See also: Dr. Samir Abdel Sayed Tanago, The General Theory of Law, Alexandria, 1974, pp. 750-751

⁶ . Muhammad Sharif Ahmed , op.cit ,p223

⁷ . Hassan Daef Hammoud(2022)The developed Interpretation of Law (Comparative Study), thesis to the College of Law, University of Babylon, p. 16

⁸ .Dr. Hadi Muhammad Abdullah(2017) The role of the will of the legislator in interpreting texts - a comparative study in the philosophy of law, 1st edition, Yadkar Library, Sulaymaniyah, p. 100

⁹ . Dr. Hassan Al-Khatib(1981) article on issues related to judicial interpretation, Judicial Journal, Year (36), p. 244

¹⁰ . Article (3) of the amended Evidence Law No. (107) of 1979 stipulates: (The judge is obligated to follow the developed interpretation of the law and take into account the wisdom of the legislation when applying it).

¹¹ .Dr. Abdel Hakam Fouda, Interpretation of the Contract in Egyptian and Comparative Civil Law, Alexandria -Egypt, 1985, p. 11.

¹² .Dr. Dhiaa Sheet Khattab, (1984)The Art of Judiciary, Institute of Arab Research and Studiesp. 65

gives life to the text as long as the text exists. Thus, the text can acquire a new meaning with time or apply to new cases. This principle is the basis of developed interpretation¹³ that achieves justice and suits the new conditions in society.

There is a close relationship between advanced interpretation and jurisprudence, and the Judicial jurisprudence is one of the legal solutions to avoid legislative shortcomings. It has an effective role in assisting the judge in finding legal solutions due to the failure of other sources of law. It is consistent with the Judicial procedure in the Anglo-Saxon system or the rule of discretion in French law, is defined as the approach that judges follow in their rulings, whether related to the texts of the law, or to deducing the ruling that must be applied when the text is not there¹⁴.

CORNU defines jurisprudence as the set of solutions provided by the decisions issued by the courts when applying the law or when interpreting the law when it is ambiguous¹⁵ it is the science of applying the law¹⁶. It is also known as the process of unifying interpretation in the law." submitted by the courts¹⁷.

Judicial jurisprudence plays an important role in developing laws and ensuring their flexible application. It is a tool that helps the judiciary provide solutions to cases for which legislation does not include clear solution.

Although the Iraq system is not one of the countries whose legal system establishes the principle of the authority of judicial procedures known in the Anglo-Saxon legal system - except In practice¹⁸, it is taken into account, despite the discretionary role of judicial rulings approved by the Iraqi legislator - there is nothing in this system that prevents reviewing some of the legal principles established by previous rulings of the judiciary, a review that may constitute a discriminatory trend that courts of all levels include. Commitment to it whenever necessary such as the absence of a legal text¹⁹ The judge resorts to the secondary sources for the purpose of guidance.

The judge, as the first employee concerned with applying the law, is obligated to follow up on legislative development, considering that the legal rule is subject to development, and the judge is the first to sense this development and change and the first to feel the need for change and renewal²⁰.

In all these cases, the judge must remain within the scope of the principles and goals on which the legal system is based when assessing the suitability of solutions for the situation presented to him. He should not come up with solutions that are abnormal or alien to his society, and his standard is public order and morals without relying on his personal ideas and beliefs²¹.

The second requirement

Cases of developed judicial interpretation of the contract

The advanced interpretation of the contract is the solution taken by the judicial authority in a case presented before it in the event of the absence, ambiguity, or insufficiency of the applicable legal text²² in order to understand it and determine rulings and make it clearly, this is only binding in the case for which it was issued in the same court because Judicial interpretation does not have a binding force, It is binding on the parties to the dispute in respect of whom the interpretation was issued, and is not binding on other courts. What the judiciary has settled on of a specific interpretation is not considered binding and can be abandoned and taken. With another interpretation in a similar case, the interpretation is the judge's duty because his job is to apply the rule of law to the facts of the dispute presented, and he interprets from its own initiative, even if the opponents do not ask it to do so. However, the judiciary only undertakes interpretation on the occasion of a dispute before it, so it is not permissible for anyone to file a lawsuit with the judiciary to interpret a text. The judge's interpretation is not for the purpose of giving a fatwa, as his job is to resolve disputes between litigants²³.

This is true in Latin laws especially Iraqi law, As for the Anglo-Saxon laws, in addition to the rules of justice, the judiciary still acts as an official source, because one of the principles established in these laws is that the rulings of the higher courts are judicial precedents binding on the court that issued them and on the courts that are next to them in rank, so the judge in this system is obliged to refer to previous judicial rulings to conclude The legal rule applicable to the dispute before it. The judge is also obligated to follow the judicial precedents issued by him and the higher courts. For example,

¹³ .Dr. Abdel-Hay Hijazi, op.cit, pp. 522-523

¹⁴ . Dr. Hamid Shaker Mahmoud Al-Taie (2017), The Role of Jurisprudence in Achieving Legal Security, Journal of Law, College of Law, Al-Mustansiriya University, Vol 15, No. 31 p. 15

¹⁵ . G. CORNU (dir.) .Vocabulaire juridique .Association H. Capitant .PUF8 .ème 1er éd. 1987 .V° Jurisprudence.P.16.

¹⁶ . L. LOMBARDI VALLAURI(1990) .Jurisprudence .APD .n° 35 .p. 191

"La jurisprudence comme une science pratique du droit"

¹⁷ .Pascal Ancel .Marie-Claire Rivier .Publications d'Université de Saint-Etienne2003 .p.73.

"Processus d'unification de l'interprétation du droit donnée par tribunaux".

¹⁸ Abd al-Razzaq al-Sanhouri,(1936) The Science of the Principles of Law, published by Fathallah Elias and Sons, Egypt.

¹⁹ .Dr. Adnan Ibrahim Abdel-Jumaili (2001) Jurisprudence in the Text, a comparative fundamentalist study, doctoral dissertation, Faculty of Law, Al-Nahrain University, p. 38.

²⁰ .Article 1 of the Iraqi Evidence Law: (Expanding the judiciary's authority to give partial guidance and related evidence in a way that ensures the proper application of the provisions of the law to reach a fundamentally just ruling in the case).

²¹ .Abdel Baqi Al-Bakri (1984) Principles of Justice: Its Principles, Home, and Advice for Understanding It, Journal of Political Legal Sciences, College of Law and Politics, University of Baghdad, special issue, May, p. 65.

²² .Dr. Hamid Shaker Mahmoud Al-Taie, op.cit, p12

²³ .Dr.Muhammad Sabri Al-Saadi(1979) Interpretation of Texts in Islamic Law and Sharia, Dar Al-Nahda Al-Arabiya, Cairo, p. 131

the decisions of the House of Lords in Britain are binding on all courts that consider similar cases. The decisions of the Court of Appeals are binding on lower courts. If this jurisprudence is issued by the highest court in the country, which is the Appellate Committee of the House of Lords, all lower courts are obligated to follow it, and the House of Lords itself is also bound by what it issues. Of jurisprudence, but if there is no previous decision on that particular issue, the judge creates a precedent, and then it will be followed in future cases²⁴ In other words, the (judges-made law) based on the rules of justice and fairness ²⁵.

There are three cases of developed judicial interpretation of the contract:

First: Interpretation of the clear phrase

Advanced judicial interpretation becomes possible, if the wording is brief, and the effective role of the judge and his discretionary authority appears in trying to reach a solution to the disputes presented to him and deriving legal rules ²⁶.

Some jurisprudence does not consider it permissible to interpret a clear expression ,because the failure of the parties to the contract to agree on the wording of the clear phrase does not in turn provide a reason for searching for alternative interpretations. This aspect adds: in terms of The principle is that the unambiguous statement is not interpreted, but only the text of the contract is looked at, to reveal the intention of the parties. This aspect is that the best evidence for revealing that intention is the text of the contract, and the rule of oral evidence cannot be accepted to determine the intention of the parties. In his view, the apparent expressed will is better than the hidden will in this regard, and finally, the standards of justice and fairness cannot be a substitute for the texts of the contract, and the court here - that is, in the case of a clear statement - looks at the contract in accordance with the well-known rule, the rule of the four corners of the contract - four - Corners Rule ²⁷ and the issue of interpretation controlling of clear expressions is a matter of law.

Second : Interpretation of an ambiguous phrase.

A contract phrase is ambiguous if it is reasonable for it to have more than one interpretation, and there is no indication of the intended meaning ²⁸or when there is a contradiction or necessarily the language is inconsistent in different parts of the contract, which means that the phrases may be interpreted In these cases²⁹ the issue of interpretation becomes a matter of fact, Here, the judge infers a rule from the general rules contained in the written texts and within the limits of his authority ³⁰.

Third : Interpretation of doubt and the contract of adhesion

in English law, a party cannot benefit from a mistake made by him, and therefore the contractual document must be interpreted, as much as possible, in a way that makes whoever drafted it not benefit from it as a result of his wrongful behavior. Hence, the words should be interpreted more severely against the party who used them. This rule is based on the principle that a person is responsible for the ambiguity in his own expressions to prevent him from having the court interpret the ambiguity in his favor ³¹.

In most cases, the contract is made from a set of model clauses prepared by the supplier and presented to the other party by the customer. These clauses are usually printed, which are either a contractual document or referred to at the time of contracting ³².

In some circumstances, a party will insist on using its contract form and will not be willing to negotiation terms. This is called an "adhesion contract" and the other party will not be able to obtain the desired product or service unless it acquiesces to the form contract. Adhesion contracts may not be enforceable to the extent they contain unreasonable terms ³³ .

The interpretation of the adhesion contract is against the interest of the professional contractor contra-proferentum, who may place a clause containing an exemption from responsibility, so the position of the consumer or the ordinary contractor is weak as a result of this exemption clause. The supplier might put into the printer form a clause limiting or altogether excluding a liability to which he would otherwise be subject, either by virtue of a term implied in law, or even quite irrespective of contract.the customer would often be in a weak position to resist the imposition of such exemption clauses. For one thing, he generally not read the printed form; indeed, if he did so, its main purpose (of saving time) would be utterly defeated. for another, he often not be able to obtain the goods or services except on the terms of the form, so that his only choice might be to accept them on these terms or to do without them altogether. To some extent the courts were able to redress the balance in favour of the party prejudiced by such exemption clause ,and limited the scope and effectiveness of such clauses in various ways ³⁴.

²⁴ .John Pritchard (1995) ,Guide to the Law ,Third Edition ,1994 ,London ,p. 863 ,see also :Abby Kadar and Geoffrey whitehead , Export Law ,woodhead Faukner ,London ,p. 8.

²⁵ .Dr. Majeed Hamid Al-Anbaki(1990) Introduction to the Study of the English Legal System, Publications of the Legal Department of the Ministry of Justice , p. 51

²⁶ .Dr. Ismat Abdel Majeed Bakr, (2004) Principles of Interpretation of Law, 1st edition, Baghdad, p. 12

²⁷ .See :Vincent R.martorana (2014) A Guide to contract interpretation, reed smith LLP, July ,p2

²⁸ .Gen. Teamsters Local Union v. City of Rehoboth Beach, April 24,2012

²⁹ .Natt v. White Sands Condo. May 01, 2012

³⁰ .Dr. Abdul Rahman Al-Bazzaz,(1985) Introduction to the Study of the English Legal System, 2nd edition, Baghdad .

³¹ .See: Sir Vivian Ramsey QC , Ann Minogue ,Jenny Baster , Michael O'reilly (2007)Construction law handbook , 1st ed , Thomas Telford publishing , p 456

³² .See : Treitel (1979), An outline of the law of contract ,2nd edition , Butterworths ,London ,p76

³³ .David J. Mack , op.cit , p 11

³⁴ .See : Treitel , op.cit, p77

Third requirement

Rules of developed judicial interpretation of the contract

While the interpreter is carrying out the interpretation process with the aim of arriving at the true intention of the legislator or the contracting parties, he must not limit himself to the phrases and words used in the contract or text only, but rather deduce this through the internal elements that make up the legal text or contract in question. In the interpreting the contract, it is necessary to search for the common intention of the contracting parties without stopping at the literal meaning of the words by implementing the rules of interpretation by departing from the apparent meaning of the phrase or expression to what agrees with the common and true will of the contracting parties or parties, deducing this from the circumstances and circumstances of the contract, and guided by the nature of the transaction and the honesty and trust that should exist between the contracting parties in accordance with According to the prevailing custom in transactions, and using internal and external factors³⁵.

In the past the English courts were interpreting the contract by an objective criteria based on the intention of the usual person, and interpretation by according this criteria called objective interpretation, its content is wasting all value of what one of the parties intended behind the contract. Or what the other party realized and understood of the first party's intention. Rather, what is important is what a normal person would have understood in light of the expressions according to which the contractual clause was formulated if he were in the place of the contracting parties. Interpretation is verifying the meaning that can reach the understanding of a reasonable person or It is usual, which is supposed to cover all the details that the two parties should be aware of at the time of contracting³⁶.

In accordance with the traditional criteria, the English courts used a set of interpretive rules which are:

First : The Extensive Interpretation which is meant that interpretation brings the contract expressions to their far-reaching purposes, as the expressions used in the contract should be understood according to both their true and literal meaning, without being limited to the literal meaning. This requires interpretation of the contract. In a comprehensive manner, the court may not interpret some of the clauses and leave out the others, because the clauses of the contract complement one another. However, this does not prevent the provision of any evidence to prove that the expressions used in the contract were intended to have a special meaning under custom or commercial dealings.

Second : The effective interpretation, the Expressions that have more than one meaning should be interpreted in a way that makes the contract valid and not invalid, that is, the meaning that gives the contract a legal effect³⁷. In the case of Robertson V. French 1803, Lord Ellen borough said that In the event of a conflict between the printed terms and the written terms, the court must give the written word importance and have a greater impact than the printed words or forms, because the written words are chosen by both parties together and are the direct language to express the meaning they intended when concluding the contract. In a decision of a foreign court (the basic rule for interpreting a contract is to ensure "giving effect to the expressed intentions of the parties³⁸.

Third : Reasonable interpretation, which stipulates that the interpretation is not approved unless the expression is given a reasonable meaning, that is, contracts must be interpreted in a reasonable manner in tis type of interpretation A trial judge must review a contract for ambiguity through the lens of what a reasonable person in the position of the parties would have thought the contract meant.

The reasonable interpretation is in accordance with all the terms of the contract, as those clauses are what reveal the common meaning of the parties, and therefore a reasonable person in the circumstances of the contract itself would not have any expectations that are not consistent with the language of the contract³⁹.

Finally, the traditional approach that the English courts were adopting when they were in the process of interpreting the contract and searching for the intention of the reasonable person, no longer keeps pace with the developments taking place, especially in light of most of the Latin systems adopting other modern approach, which prompted the English courts to replace them with modern approach :

First : interpretation according of the subjective objectivity idea .

Most English jurisprudence was not satisfied with the traditional approach to interpreting the contract, which was based on an objective standard based on the intention of a reasonable person, which was prevalent among the English courts at different levels while they were in the process of interpretation. Lord Hoffman questioned the extent to which the natural meaning of the language and the expressions used in the contract were compatible with the real will. For the contractor, which prompted him to follow a new approach to interpretation that transfers the meaning intended by the parties to the contract from an objective meaning to a personal meaning, based on focusing on the subjectivity of the contracting parties through the use of an objective approach⁴⁰ so that a

³⁵ .Dr. Abdel-Razzaq Ahmed Al-Sanhouri, Al-Wasit (2004) Part 1, The Theory of Commitment in General, Alexandria, p. 482.

See also muhammad Sharif Ahmed, op.cit , p226

³⁶ . Dr. Younis Salah Al-Din, Contract Clauses in English Law, previous source, p. 97

³⁸ . See: Vincent R. Bartson @ (2014) *Mitigation of contract damages*, Michael O'neill, (2007) *Construction law*

handbook , 1st ed , Thomas Telford publishing, p 456 , see also : F.D.Rose (2012) *Marine Insurance : Law and Practice* , 1st ed , Informa law & Finance K New York, See also : Robert Merkin (2010) *Marine insurance Legislation* , 4th ed ,Great British by MPG Book ,Bodmin ,Cornwall , p362

³⁹ . GMG(2012) *Capital Investments, LLC v. Athenian Venture Partners.*, January 03.

⁴⁰ . Melvin A. Eisenberg (2018) *Twenty-Nine Objective and Subjective Elements of Interpretation*, October, p397-406

reasonable person is familiar with the personal aspect of the contracting parties by knowing all the basic information about the contracting parties in The limits of the relationship that binds them, so the court interprets the contract based on the objective approach and in a way that returns to the personal aspect of the contracting parties, such as referring, for example, the negotiation of contract.

Second : Interpreting the contract according to a commercial logic

It is often difficult for the English courts, when interpreting the terms of commercial contracts, to reach the common intention of the two parties, especially if the terms of the contract are ambiguous, so they resort to interpretation using the commercial purpose for which the parties to the contract entered into the contract. This is called interpretation according to sound commercial logic, as logic requires that The contract is for the purpose of making a profit. In the judicial precedent *Renaissance Capital Ltd v. African minerals ltd* 2015 Rena Company claimed its right to the commission earned (as a financial advisor) from the sale of iron ore belonging to African Company, which took place in July 2011 after the term of the contract signed between the two companies in September 2010 had expired. The contract signed between them stipulated the right of the financial advisor to Every sale (completed) within one year from the end of the contract has the right to receive his commission for that. There has been a dispute over what is meant by (completed or complete), the meaning of which was not specified in the contract. The defendant argued that the financial advisor, in order to be entitled to the commission, must The sale must be complete within the meaning of the agreements, that is, it must be completed upon the entry into force of the contract between them, and since the sale took place after the expiration of the contract, the plaintiff is not entitled to any commission. The Court of Appeal took this opinion, considering that what is meant here is the completion of the agreement on the deal. During the validity period of the contract, although this interpretation is not consistent with the literal meaning of the word, it is consistent with the purpose of the contract, and sound commercial logic, as a person does not benefit from the effects of an act to which he was not a party.

CONCLUSION

In the developed interpretation, the interpreter Depends on real intention of the legislator at the time of legislation application, not at the time of its formulation.

the developed interpretation is resorted to when the legal text is absent, incomplete, ambiguous, or uncertain of its meaning.

Traditional methods of interpretation have been excluded, namely external, effective, and reasonable interpretation, and have been replaced by innovative methods, namely objectivity and commercial logic.

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