



# THE EFFECTS OF SATISFACTION DEFECTS IN THE SALES OF TECHNOLOGY GOODS AND THE NATURE OF CIVIL LIABILITY ARISING FROM THEM

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Article history:	Abstract:
<b>Received:</b> 8 <sup>th</sup> August 2024 <b>Accepted:</b> 7 <sup>th</sup> September 2024	There are original effects of invalidity as well as incidental effects. In the case of tort compensation, a distinction is made between the error that must be proven and the supposed error, the supposed error, which is a simple presumption that can prove the opposite. It is necessary to regulate the provisions of contracts for the sale of technological goods in a special law for practical necessities.

**Keywords:** Invalidation, Civil Liability, Technology goods.

## INTRODUCTION

As a result of the defects of satisfaction in the sales of technology goods several effects would occur invalidity of the contract and the consequent several effects but vary according to the type of invalidity may be absolute and may be relative absolute invalidity would execute the existence of the contract without the need to report and result because of the failure to meet the contract for one of the pillars of satisfaction and place and reason or because of the illegality of the locality every agreement contrary to the law and public order in society is a null and void absolute nullity and the right to you with interest to adhere to Absolute nullity and not limited to parties.

As for relative invalidity, it responds to a contract that meets the conditions and elements stipulated by the law but is marred by a defect in the satisfaction, object, reason or capacity for the distinguished if one of the parties to the contract and the one who suffered damage is entitled to claim the annulment of the incomplete contract and is limited to parties without exceeding it to others, it is protection prescribed under the provisions of the law to protect the weak party in the contract.

The invalidity of the contract entails the establishment of civil liability, which in turn varies according to its nature, it may be contractual if there is a breach of contractual obligations, and it may be tort if it includes damage to others, so the liability is in tort, which must be studied both types of it.

Based on the preceding, we will divide this research into the following two sections:

**The first topic: is the application of the theory of invalidity.**

**The second topic: is the nature of civil liability.**

**The first topic**

**Application of the theory of nullity**

Invalidity is a procedure of a procedural nature where it is determined under the provisions of the law due to the failure of the procedural conditions required by the law, whether explicitly or implicitly, and it is a procedural sanction on the part of the place because it focuses on the procedure and gives it a share of the legal value prescribed under the provisions of the law ([1]).

Invalidity corresponds to the penalty in terms of objectivity that is determined under the provisions of the substantive law, as is the case with punishment and compensation, it responds to human behaviour and works to determine a share of the legitimate, every incorrect procedure is the penalty of invalidity, which in turn is divided into absolute invalidity and relative invalidity, the penalty of invalidity aims to achieve contractual justice, it is not fair that the contractor bears the errors of jealousy or cheating and negligence and fraud on him, so the one who made the mistake must bear the result of his act and at the same time The damage suffered by the contractor must be separated [2].

Based on the foregoing, we will divide this section into the following two requirements:

**The first requirement: is the determination of invalidity.**

**The second requirement: is the effects of the theory of nullity on the contract.**

**First Requirement**

**Invalidity report**

The invalidity report varies according to the type, as the invalidity may be relative or absolute, and each of them has its provisions, which we will explain according to the following:

**First: Invoking the invalidity**

The holder of the right to invoke the invalidity varies according to the types of invalidity itself

**1. For absolute nullity**

The absolute invalidity of the contract would eliminate its existence and there is no need to determine the nullity, and this invalidity results because the contract does not fulfil its elements, i.e. it loses one of these elements (consent, object and reason) or that the object is illegitimate ([3]).

In the event of absolute nullity of the contract, each interested party shall have the right to invoke its nullity, i.e. not limited to the parties ([4]).

Invalidity is not limited to the contractors (seller and buyer of technology goods) or those who act in their place, but each interested party is entitled, including the public and private successors and creditors, and it is required in this area that the interest is based on a right affected by the validity or invalidity of the contract, so the person who bought the property can get rid of the lawsuit for pre-emption filed by the neighbour by adhering to the invalidity of the title deed, and the court may rule on the invalidity of the contract on its own even if this is not requested by before a contracting party or by a third party and at what stage the action is made. [5].

**2. For relative invalidity**

The relative invalidity or voidable contract is contained in the existing contract that fulfils its pillars and conditions, but it is answered by one of the defects of consent such as error, fraud, coercion and lack of capacity for the distinguished contractor and the right of those who have been satisfied with the defect to request the annulment of the contract (incomplete), the annulment has been legislated to protect the interest of the incompetent contractor and the person who fell into the mistake or the fraudulent or cunning, and these are entitled to authorize the contract or waive the request for annulment, in this case, the contract is valid produces its effects legal vis-à-vis parties [6].

In the case of relative invalidity, the right to invoke the nullity of the contract is limited to the contracting party for whose benefit the nullity was determined but not the contracting party. [7].

This right is not limited to the contractor for whose benefit the nullity was decided, but extends to his legal representative, his heirs, or a creditor, and the successor of the private and creditor, so they are entitled to invoke this right by shirk that this is done in the name of their debtor through the filing of an indirect lawsuit [8].

The court may not rule that the contract is null and void on its own, as this request must be invoked by the interested party, as well as the relative invalidity may be invoked for the first time before the competent court, provided that the contracting party with the interest does not waive his right. [9].

**Second: Forfeiture of the right to invoke invalidity**

Relative invalidity differs from absolute invalidity in terms of the contract's ability to leave and disappear by prescription, and this is what we will address according to the following:

**1. Vacation**

A license can be defined as a unilateral legal act issued by the party concerned in the contract who owns it, the injured party. [10].

The leave is not valid unless some conditions are met, which are as follows:

**a. The contract must be voidable**

The license must respond to a voidable contract because it is a valid and existing contract that produces its legal effects on the dispute from the void contract is null and void where all its legal effects are absent. [11].

**In. The science of the reward with defect**

The licensee must be aware of the defect in the contract and that he intended to confirm it and waive his right to avoid it [12].

**c. Disappearance of the defect invalidating the contract**

This is only achieved in the case of the validity of the leave, as is the case with the continuation of coercion at the time of the leave, in which case the leave is invalid. [13].

Leave takes two forms:

**First: Express Leave**

We are in front of this form of leave if the license is issued by the licensee in explicit and clear terms indicating the intention of the licensee to obtain the right to invalidate the contract, whether in writing or orally ([14]).

**Second: Implicit Leave**

In contrast to its express indication, this authorization is made implicitly and is understood from the circumstances of the case, provided that this inference is conclusive in the direction of the intention of the contractor to waive his right to invalidate the contract, as is the case with the conclusion of the contract by the incompetent and after reaching the age of majority, he delivers the sale to the buyer even though he knows that the contract is voidable. [15].

One of the effects of the authorization of a voidable contract is that it leads to the danger that threatened it to disappear and it is definitively against parties and the leave applies retroactively. [16].

**Second Requirement**

**Effects of the theory of nullity on the contract for the sale of technology goods**

Invalidity may be relative or absolute, and here the provisions for invalidity differ, as they may be original or relative, which we will address as follows:

### **First: Original effects of invalidity**

These effects differ for contractors and third parties

#### **1. Contractors**

The theory of nullity has several effects on the contracting parties, which are as follows:

##### **a. Non-demand for the performance of the contract**

If the contract is void, or if it is decided to be invalidated, it is considered null and void and does not have any legal effects on the parties, so neither party may claim the other party for its performance ([17]).

##### **In. Returning the contractors to the condition they were in before contracting**

In the case of the implementation of the contract for the sale of technology goods or the initiation of its implementation, both contracting parties are obliged to return each of them what he obtained from the contract, whether in kind or a sum of money, so the contractor must return the benefit he received from the contract as an effect of the theory of nullity ([18]).

There are some exceptions to this matter, which are as follows:

##### **1. Depriving the polluter from importing**

This requires that in the event of the nullity of the contract for wrongfulness, the contractor who caused the wrongfulness shall be deprived of recovery because he is not worthy or subject to trust and dealing in this field. [19].

##### **2. Voidance of contract due to lack of capacity**

If the contract is invalidated due to the lack of capacity of one of the contracting parties, the incompetent is obliged to refund the amount of what he benefited from to provide protection for him, if he lacks the capacity of a house and buys part of the price of an apartment, and spends the second part in fun, he is obligated to refund the price of the apartment, but what he spent in fun does not require apostasy because it is not useful to him ([20]).

##### **3. For third parties**

The general rule in this area about the effect of invalidity on third parties is that the contract is considered null and void and all its effects disappear, third parties mean every person whose rights are affected by the validity or invalidity of the contract, who was not a party to it, and since this result affects the stability of transactions, the legislator has granted third parties the protection of a law if he is in good faith ([21]).

### **Second: Incidental effects of invalidity**

The law may have incidental effects represented in the possibility of reducing the contract in cases where the contract is partially extinguished and the void contract may turn into a valid contract in some cases, which we will explain as follows:

#### **1. Contract Reduction**

If the contract in part is valid and the other part is void and was by its nature accepted the division in this case is the exclusion of the void part and the retention of the correct part and the contract remains in this case valid, but provided that the contracting parties agree to do so, that is, does not conflict with their will, freedom and choice, the contractual will must be present in this area ([22]).

Therefore, some conditions must be met to enable the rule of limitation of the contract, which is as follows:

##### **a. The contract is void**

If not, it must at least be voidable, because only in this case can it be divided into true and void. [23].

##### **In. Divisibility of nodes**

That is, the nature of the contract is divisive, and if its nature refuses to do so, it is not permissible to divide it, but if the contract accepts division, there is no harm in doing so after obtaining the consent of the parties, provided that the motive for the contract is not the division of the contract ([24]).

##### **Second: Contract Transfer**

There is no doubt that the theory of nullity is based on the basic idea that the void contract can include some special elements of another valid contract, and thus it can turn into a valid contract, provided that the direction of the intention of the contracting parties to conclude this valid contract is reached, and the void contract is considered as if it was not and the valid contract entails its legal effects on the contracting parties ([25]).

### **The second topic**

#### **The nature of civil liability in the sales of technology goods**

The breach of contractual obligations in general generates civil liability against the right of the breach of it, which varies according to the source of the obligation if this source is the result of the will, the liability is contractual, a responsibility determined by law against the breach of contractual obligations, each contract must be implemented as agreed upon between the contracting parties, provided that the contract is valid and that the contract is breached directly, and that the breach results in damage to the creditor and his general successor and the existence of a causal relationship between the damage and the one who Issued against him([26]).

If the breach results from the harmful act, here we are in front of a responsibility known as tort liability, it arises from the breach of a legal obligation not to harm others, whoever harms others must redress the damage through compensation, it is an impermissible act issued by a person towards others and inflicts a certain damage that must be remedied by imposing appropriate compensation on the person who harmed others ([27]).

Based on the foregoing, we will divide this section into the following two requirements:

##### **The first requirement: is contractual liability.**

**The second requirement: is tort liability.**

**Section I**

**Contractual liability**

Contractual liability can be defined from a legal point of view as a penalty resulting from a breach of contractual obligations arising from the correct contract that fulfils its elements and conditions stipulated by law, and a breach does not mean that contractual obligations are not fully implemented, but this may include their implementation, but in a manner different from what was agreed upon between the contracting parties, or may be partially implemented ([28]). Therefore, the contractual parties must implement the contract with its terms, clauses and paragraphs dealt with between the contracting parties and agreed upon between them and in a manner consistent with the principle of good faith ([29]).

And erupt contractual liability when the violation of contractual obligations by one of the parties when the contract arises true meets the conditions and elements and is not contrary to public order and public morals must be implemented by the parties to the terms and conditions contained therein, every breach in this area entails civil liability on the violator ([30]).

Civil liability has the legal effect of granting the injured party appropriate compensation for damages suffered as a result of a breach of contractual obligations by the other party, with the possibility of imposing compensation in kind, if necessary. [31].

Responsibility in general means that a person bears the consequences and consequences of his negligence in a particular area, as well as the actions of the person under his control, care and supervision. [32].

Several conditions must meet civil liability and must be met:

First: the existence of a valid contract.

Second: The breach of contract arises directly.

Third: The contractor or the successor of the year suffers damage.

Fourth: There is a causal link between the breach of contractual obligations and the damage ([33]).

Contractual liability is a sanction for breach of contractual obligations by one of its parties and has nothing to do with specific performance ([34]).

Contractual liability arises upon breach of contractual obligations, which gives the right to the injured party to file a lawsuit for contractual liability represented by the parties to the injured party (plaintiff), and the cause of the damage (the defendant), by not performing what he is obligated to do under the terms and conditions of the contract ([35]).

The plaintiff is the injured person who is entitled to claim compensation for filing a civil liability lawsuit and is entitled to delegate others in this area, such as the agent, guardian or guardian. [36].

It can also be brought under the general provisions of the Civil Code against a person acting on behalf of the person responsible for the damage, as in the case of a minor authorized to trade, where a lawsuit can be brought against a guardian, guardian or custodian. [37]

The liability shall be joint if the damage is caused by more than one person, they are responsible for that, each according to the percentage of damage caused to others, and the injured person has the right to recourse against any of them with the value of the damage, and the one who paid the amount of compensation on behalf of the rest has the right to refer to the value of what he paid from the amount of compensation.

For the establishment of solidarity between the individuals causing the harmful act, they must commit the fault and contribute to the occurrence of the harmful act, the fault alone is not sufficient for the establishment of civil liability, but must moreover result in harm to others ([38]).

The Egyptian legislator has affirmed that the contract must be performed in a manner that it contains and by the principle of good faith. [39].

The Iraqi legislator has dealt with civil liability under the provisions of the Civil Code, where the contract must be performed in a manner consistent with the principle of good faith in contracts. [40].

The researcher believes that if the contract arises true and meets its terms and pillars, the parties must implement its terms and conditions and what was agreed upon by the contractors among themselves, whether by their will or forced through legal means, but there may be cases that make the implementation in kind or forced impossible and in this case, the contractual responsibility, as well as if one of the contractors does not fully implement his contractual obligations or delay in their implementation due to an error committed and did not prove the impossibility of implementation due to a foreign reason and this error led to Damage to the other contractor.

The Lebanese legislator also affirmed that a contract legally established is binding on the parties and must be understood, interpreted and executed in accordance with the principle of good faith. [41].

**Second Requirement**

**Tort**

Tort liability is a liability arising from a harmful act issued by a person who violates the general duty of not harming others, i.e. not to harm them, whoever inflicts damage to others must be redressed through appropriate compensation ordered by the competent court ([42]).

Or it is an unlawful and impermissible act issued by a person that leads to harm to others ([43]).

Negligence in the strict sense means neglecting the duty of caution and caution to harm others or is a deviation from conduct that would harm others. [44].

Tort liability is based on fault, it is based on this basis, it is one of the most important pillars, there is no tort liability without the presence of error, it is a breach of previous obligations, which are the duties that the law imposes on the person to perform, which is not to harm others, it is an obligation to exert care, every person must exercise the necessary care to prevent damage to others ([45]).

The fault must result in damage, which is damage to a legitimate interest protected by law, so that liability does not arise in this case without damage, even if the fault of a third party is made, whoever commits a mistake that was not injured by another person and was not harmed by his fault is not responsible ([46]).

The harmful act can be issued not by the person himself, but by those who are under his jurisdiction, which is known as responsibility for the act of others in this area the Iraqi legislator addressed this responsibility and defined its basic features and provisions, where the father and then the grandfather were obliged to compensate for the damages that affect others, which are issued by the minor and can pay him responsibility if he can prove that he has carried out the duty of monitoring and following the small ([47]).

Similarly, the Lebanese legislator is obliged to compensate for damages caused to third parties if they result from the person under his responsibility. ([48]).

In addition, the Lebanese legislator has gone to determine the responsibility of the guardian or guardian for the acts committed by those responsible for them. ([49]).

The responsibility of the master and the guardian for the unlawful act of the servant or the guardian during the work has also been determined ([50]).

In the lawsuit for compensation for tort liability, a distinction is made between the fault that must be proven and the presumed error, the assumed error, which is a simple presumption capable of proving the opposite, the defendant can deny what was attributed to him of the error or deny the causal relationship between the presumed error and the harmful act, it can be proven that force majeure or sudden accident or the fault of others caused the occurrence of the harmful act and the plaintiff must prove the existence of the error issued by the defendant and apply to this Type of liability Legal rules and provisions on personal liability, although they are very close to strict liability. ([51]).

### The end

At the end of our research tagged "The effects of satisfaction defects in the sales of technology goods and the nature of civil liability arising from them", we reached the following conclusions and recommendations:

#### First: Results:

1. Invalidity in contracts for technology goods is either absolute invalidity or relative nullity and relative invalidity is inflicted on the license.
2. There are original effects of invalidity as well as accidental effects
3. In the case of compensation for tort liability, a distinction is made between the fault that must be proven and the presumed error, the presumed fault, which is a simple presumption capable of proving the opposite.

#### Second: Recommendations:

1. We recommend that the provisions of contracts for the sale of technological goods should be regulated in a special law for practical necessities.
2. We believe that it is possible to tighten the rules of liability in the framework of technology goods, whether the liability is contractual or tort, due to the specificity of these goods

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44. Article (126) of the Lebanese Code of Obligations and Contracts stipulates that: Assets and guardians are responsible for every impermissible act performed by minor children residing with them who are under their authority, teachers and industrialists are responsible for damage caused by impermissible work performed by students or industrial trainees while they are under their supervision, provided that the government bears the responsibility instead of the members of the public education body, and the liability is inflicted on the persons referred to unless they prove that they could not prevent the act. from which it arose and the liability remains, even if the perpetrator of the damage is not responsible for not realizing it
45. Article (126) of the Lebanese Code of Obligations and Contracts stipulates that the master and the guardian are responsible for the damage of impermissible acts performed by the servant or the guardian during the work or because of the work in which they used them, even if they are not free to choose them, provided that they have actual authority over them in control and management, and that liability affects legal persons as well as real persons.
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