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The Policy of the Algerian Judiciary in Annuling Notarized Contracts: An Analytical Study in Light of Algerian Legislation and Judicial Jurisprudence

Abstract

This study aims to demonstrate the importance of notarized contracts, as they are the most important official legal mechanisms used to prove rights and document legal transactions between parties. Despite their evidentiary strength, the Algerian judiciary has the authority to annul these contracts in certain cases if it is found that they are tainted by a defect in the validity of the writing, such as formal defects and defects in consent, like lack of capacity, fraud, coercion, misrepresentation, or exploitation, or if they violate applicable legal texts, such as contravening public order and public morals, and forgery in official documents. Thus, the judiciary is an important oversight authority in confirming the validity of notarized contracts and ensuring their fairness.

Keywords: *notarized contracts, official, judicial oversight, annulment, Algerian legislation*

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Əlcəzair məhkəmə sisteminin notariat qaydada təsdiqlənmiş müqavilələri ləğv etmə siyasəti: Əlcəzair qanunvericiliyi və məhkəmə təcrübəsi kontekstində analitik tədqiqat

Xülasə

Bu tədqiqat notariat qaydada təsdiqlənmiş müqavilələrin əhəmiyyətini göstərməyi hədəfləyir, çünki onlar tərəflər arasında hüquqların təsdiqi və hüquqi əməliyyatların rəsmiləşdirilməsi üçün istifadə olunan ən mühüm rəsmi hüquqi mexanizmlərdən biridir. Sübutedici qüvvəsinə baxmayaraq, Əlcəzair məhkəmə sistemi müəyyən hallarda bu müqavilələri ləğv etmək səlahiyyətinə malikdir. Belə ki, sənədin etibarlılığına təsir edən qüsurlar — formal qüsurlar və razılıq qüsurları (məsələn, fəaliyyət qabiliyyətinin olmaması, dələduzluq, məcburetmə, yalan məlumatlandırma və ya sui-istifadə) aşkar edildikdə və ya müqavilə qüvvədə olan hüquqi normaları pozduqda, məsələn, ictimai qaydaya və mənəviyyətə zidd olduqda və ya rəsmi sənədlərdə saxtakarlıq baş verdikdə, məhkəmə həmin müqaviləni etibarsız saya bilər. Beləliklə, məhkəmə sistemi notariat qaydada təsdiqlənmiş müqavilələrin etibarlılığının təsdiqi və onların ədalətinin təmin olunması baxımından mühüm nəzarət orqanı rolunu oynayır.

Açar sözlər: *notariat qaydada təsdiqlənmiş müqavilələr, rəsmi sənəd, məhkəmə nəzarəti, ləğvetmə, Əlcəzair qanunvericiliyi*

Introduction

The principle of consent in contracting is the general rule; mutual agreement is sufficient for a contract to be valid. However, the legislator has stipulated, under penalty of nullity, the necessity of formalizing all contracts involving legal transactions related to real estate and other associated rights in an official form, which must be registered and published at the land registry. This requirement is outlined in Article 12 of Order No. 70-91 dated December 15, 1970, which includes the amended and supplemented Law on Notarization by Order 06-02, as well as Articles 14 and 16 of Order 75-74 dated November 12, 1975, concerning land surveying and the establishment of the real estate register.

The official formality, including publication, grants immunity to the real right from any defects or deficiencies that could lead to its annulment. It also provides evidential strength against all parties, preventing any risk or threat to the stability of the legal status of its owner. Thus, the legal issue that arises here is whether the publication of notarized contracts limits the authority of the Algerian judge to annul them or not. This is what we will study and clarify in this simple scientific intervention.

Significance of the study: This study on "The Authority of the Algerian Judiciary in Annuling Notarized Contracts" holds significant importance for several reasons. Firstly, it contributes to legal certainty and stability by clarifying the judiciary's authority to annul these foundational instruments of legal transactions, particularly in real estate, thereby ensuring parties can rely on the enforceability of their agreements while understanding the boundaries of judicial intervention. Secondly, the study underscores the judiciary's role in protecting individual rights by examining the grounds for annulment, such as defects in consent or formalities, and highlighting how the judiciary safeguards against unfair practices like fraud, coercion, misrepresentation, or exploitation. Thirdly, it emphasizes the judiciary's oversight function in ensuring compliance with legal standards and public policy, which is crucial for maintaining the integrity of the legal system and public trust in official documents. Furthermore, the study's findings have significant policy implications, potentially informing policymakers and legal practitioners about weaknesses in current legislation and leading to more robust legal frameworks. Finally, the research contributes to legal scholarship by providing an in-depth analysis of Algerian legislation and judicial jurisprudence on notarized contracts, filling gaps in existing literature and offering valuable insights for academics, legal professionals, and students.

Objectives: This study has several key objectives. Primarily, it aims to clarify the extent of the Algerian judiciary's authority to annul notarized contracts, particularly those with defects in validity, consent, or violations of public order. A core aim is to identify the specific legal and procedural grounds for annulment, encompassing issues like formal defects, lack of capacity, fraud, coercion, misrepresentation, exploitation, and violations of public order and morals. The research will also assess the impact of contract publication on the judiciary's annulment authority and explore the legal implications of this process. Furthermore, it seeks to evaluate the judiciary's oversight role in ensuring the fairness, legality, and compliance of notarized contracts with applicable legal standards and public policy. Finally, the study aims to propose legal and policy reforms to address potential weaknesses in Algerian legislation and judicial practice, and to contribute to legal scholarship by providing a comprehensive analysis of relevant legislation and jurisprudence.

Literature review: this study will explore several key areas. It will examine scholarly works on the nature, importance, and legal standing of notarized contracts, focusing on their evidentiary strength and formal requirements in various jurisdictions. The review will also consider studies on the judiciary's role in overseeing and annulling contracts, particularly those involving fraud, coercion, or violations of public policy. A crucial component will be the analysis of relevant Algerian legal texts, including Order No. 70-91 and Order 75-74, to understand the specific requirements and implications of notarized contracts within the Algerian context. Furthermore, the literature review will delve into the types of contractual defects that can lead to invalidation, such as lack of capacity, fraud, misrepresentation, and violations of public order. Comparative studies examining the Algerian legal framework alongside other jurisdictions will be included to identify best practices and potential areas for reform. Finally, a review of Algerian court decisions will be conducted to discern trends and

principles applied in cases concerning the annulment of notarized contracts, providing a comprehensive overview of the current legal landscape.

Research

The central research question of the study is: To what extent does the publication of notarized contracts limit the authority of the Algerian judiciary to annul these contracts, particularly in cases involving defects in validity, consent, or violations of public order?

Method:

This study employs an analytical approach, focusing on Algerian legislation and judicial jurisprudence to investigate the authority of the Algerian judiciary in annulling notarized contracts. The methodology encompasses several key components. Firstly, a legislative analysis will thoroughly examine relevant legal texts, such as Order No. 70-91 and Order 75-74, to understand the formal requirements and legal implications of these contracts. Secondly, a case law review will analyze judicial decisions to identify patterns and principles applied by Algerian courts in annulment cases, including those involving defects in consent, formalities, and violations of public order. Thirdly, a comparative analysis will benchmark Algerian legal provisions against international standards to assess the robustness of the local legal framework. Finally, doctrinal research, involving a review of legal literature and scholarly articles, will contextualize the study's findings within broader legal theories and practices, providing a comprehensive and nuanced understanding of the subject.

The Possibility of Contesting the Annulment of Published Notarized Contracts:

The rule requiring prior publication of notarized contracts that involve transactions and legal actions concerning real estate is one of the fundamental guarantees for the transfer of real rights. It protects the new owner from the date of publication and prevents the previous owner from further transactions transferring ownership. This procedure provides reassurance in real estate transactions. To determine the extent to which one can contest the annulment of these contracts that are subject to formal requirements and published according to legal texts, it is first necessary to clarify the value of real estate publication for notarized contracts as a means of proof and a guarantee of published rights for the parties involved or against third parties. Then, we must identify the cases in which a published notarized contract may be subject to annulment.

1.1. The Evidential Value of Real Estate Publication for Notarized Contracts:

To avoid disputes that may arise from real estate transactions, Algerian legislation has surrounded them with all legal means that provide protection for the rights of parties and serve as evidence against third parties by imposing formalities and publication due to their strong evidential power. This is clarified in Articles 16 and 17 of Order 75-74 as well as Article 793 of the Algerian Civil Code. The evidential value or guarantee provided by real estate publication primarily stems from a set of principles established by Robert Torrens from Australia in the early 19th century. This new system was named "Torrens System" or "Torrens Rules." (Bushnafati, 2006, p. 27) These principles include:

1.1.1. The Principle of Specification:

This principle involves the necessity of assigning a property card for every transaction related to real estate, whether the transaction establishes, modifies, or transfers ownership rights or associated rights. This card provides a precise description of the property, functioning like an identity card for the property, allowing the official responsible for publication to possess all technical information related to it. This is clarified in Article 38 of Decree No. 76-63, which states: "Any publication of contracts or decisions involving the establishment, modification, or termination of easements or common rights must be subject to annotation on the card of each property."

1.1.2. The Principle of Absolute Evidential Power.

This principle allows the published notarized contract to be invoked by all, and the individual who registers their right with the land registry acquires it definitively. (khalfuni, 2003, p. 24). This is evident in Article 15, which states: "Every ownership right and every other real right related to a property does not exist concerning third parties except from the date of its publication in the collection of property cards. However, the transfer of ownership due to death takes effect from the day of the death of the rights holders." Additionally, Article 16 of Order 75-74 states that "administrative

contracts and agreements aimed at establishing, transferring, declaring, modifying, or terminating a real right shall have effect only from the date of their publication in the property cards." (Zarouki, p. 63).

From reading these articles, it is clear that all legal effects resulting from contracting—rights and obligations—are binding on all parties and third parties as soon as they are published in the relevant land registry office, except for inheritance rights, where rights transfer occurs upon death and not through registration. Therefore, transactions registered under the system of real estate publication serve as conclusive evidence for acquiring ownership rights or any other real estate rights, and cannot be contested except through claims for recovery or annulment, ensuring that the transferor is protected from disputes (Wazani, 2009, p. 129).

Moroccan jurisprudence extends this concept further regarding the purifying effect of publication; it holds that purification also applies to the owner's eligibility, who becomes purified from any judicial prohibition or seizure they were subjected to or from being considered insane, thus becoming mentally competent.

Despite this positive aspect of publication, Algerian legislation has not protected published notarized contracts from challenges regarding their validity before the judiciary through one of the claims stipulated in Article 85 of Decree No. 76-63. Consequently, competent judicial authorities have discretionary power regarding the validity of published contracts. This excludes the idea of a purifying effect from real estate publication within Algerian legislation and leans towards adopting the principle of creating rights—i.e., establishing real effects for official notarized contracts related to real estate and other real rights. This was confirmed by the Supreme Court in its decision dated October 26, 1983, under number 29501, which stated: "The easement right is a real right; its ownership can only be transferred through an official contract with publication. The legal nature added to the easement right as a real right necessitated subjecting its transfer to essential forms as outlined in Article 12 of the Notarization Law... Hence, it was mandatory for the parties to formalize their agreement in an official contract and carry out publication procedures for it to be valid (Hind, 2015-2016, p. 33).

1.1.3. The Principle of Legality:

This principle is reflected in Article 105 of Decree 76-63, which grants the land registrar extensive powers to monitor the legality of legal transactions concerning the property subject to registration. If any deficiencies are found in the information specified in Article 66 of the aforementioned decree, or if the content of the transaction violates public decency or public order, the registrar must refuse to carry out the registration. Therefore, it is not possible to register invalid or voidable notarized contracts. In such cases, Articles 23 and 24 of Order 75-74 ensure the possibility of contesting the decisions of the land registrar that contain errors detrimental to individuals' rights, with the state compensating through an insurance fund for those affected (Marty & Raynard, 1971, p. 19).

1.1.4. The Principle of Absolute Registration:

This principle means that ownership rights and other real estate rights can only be acquired through registration, as confirmed by Article 793 of the Civil Code. Without registration, rights do not arise, transfer, amend, or extinguish between concerned parties or against others; registration is the source of rights. Despite all these principles that protect real estate transactions, Algerian legislation permits challenges to published notarized contracts, which can lead to their annulment (Abdaltawab, 1989, p. 38).

1.2. Cases for Contesting Annulment in Published Notarized Contracts:

The process of real estate notarization protects published real estate transactions from being annulled or voided based on the purifying effect of registration. In this context, the intent of the transferor—whether good or bad—is not considered; under the system of property registration, real estate rights exist solely through registration and do not exist without it. Therefore, any challenge prior to property registration could lead to annulment or cancellation of these contracts according to the provisions outlined in Order 75-74 and its implementing decrees. If any objections or requests arise during the legally designated objection period after initial registration—before final

numbering—lawsuits may be filed seeking annulment or cancellation of real estate rights resulting from notarized contracts.

However, according to Article 85 of Decree 76-63, a successor (the transferee) regarding registered property or real right does not face lawsuits aimed at annulling or canceling the contract unless it has been previously registered and recorded, which must be proven by a certificate from the registrar or by providing a copy of the application bearing publication annotation.

Analyzing Articles 85 of Decree 76-63 and Article 16 of Order 75-74 mentioned above reveals that registration alone is insufficient to establish real effects; there must also be a valid notarized contract free from consent defects, complete in its elements and not merely a formal contract. A contract does not arise, amend, extinguish, or lapse between concerned parties or against third parties unless both formal procedures and property registration are completed together. The evidential value of registration itself among concerned parties is not absolute but relative; it operates under a simple presumption that can be disproven by interested parties (Bushanafat, 2011, p. 19). This view is supported by various judicial precedents, including: Annulment of a Published Notarized Contract Involving Sale of Another's

-Property: The Council of State's Fourth Chamber issued Decision No. 6426 on April 8, 2002, stating that publication does not protect a contract from defects; it does not prevent its annulment if it is proven that the seller does not own the disputed land.

-Annulment of a Published Notarized Contract for Being Simulated: Simulation in contracts refers to an agreement between parties involved in a legal act to conceal their true intentions under a false appearance for reasons they have. This definition implies two contracts: one apparent and one hidden, with the hidden being genuine while the apparent is fictitious for specific purposes between them. The legal question before the court here concerns how much protection this published simulated contract enjoys and what authority the judiciary has to annul it due to its

Referring back to Article 198 of the Civil Code states: "If a simulated contract is concluded, creditors and successors may invoke it as long as they are acting in good faith." This provision aims to protect creditors and anyone with an interest in revealing the true contract to recover their rights from a bad-faith debtor. Applying this concept to a published notarized contract involving a simulated sale allows creditors of the seller and anyone with an interest to file for annulment of the published sale contract due to its conflict with their interests and infringement on their rights; they can assert their claim on the genuine contract. Here, the legality of property registration is not considered in light of a fictitious simulated contract; rather, it is essential for the contract to be valid for ownership transfer through registration.

In such matters, judges apply legal reasoning leading to annulment of published notarized contracts due to simulation without considering the importance of property registration in purging contracts from defects. An example includes a ruling issued by Bouira Court's Real Estate Division on July 29, 2003 (No. 03/154), which annulled a gift contract dated January 18, 1994, registered with the land registry. Herein lies judicial discretion regarding how much protection exists for a simulated contract versus its validity (Abdaltawab, 1989, p. 131).

2. Procedures for Annulment Lawsuits Before the Judiciary.

The requirement for formal writing in contracts related to real estate transactions means that the absence of any of its elements or conditions for validity renders the contract either void or voidable. Anyone with an interest may invoke this nullity or annulment before the competent judicial authority, in the form of a lawsuit that meets all legal procedures. Below, we will clarify the judicial jurisdiction regarding annulment lawsuits for published notarized contracts and the necessity of their registration so that the resulting judicial ruling has evidential value and strength.

2.1. Judicial Jurisdiction for Annulment of a Published Notarized Contract.

Judicial jurisdiction is one of the most precise and important aspects of organization, as it forms the basis for defining the powers and competencies of each court. It distributes types of cases to specific courts designated to hear them exclusively, while also determining the scope of each court's authority. However, with the diversity and multiplicity of jurisdictions between ordinary and

administrative courts, issues arise regarding judicial jurisdiction within a single court or between different types of courts, which can hinder justice and burden litigants.

The conflict in judicial jurisdiction is particularly evident in disputes involving published notarized contracts. Referring to Article 324 of the Civil Code, we find that a formal contract is one in which a public officer or person tasked with public service records what has been presented to them by concerned parties, according to legal forms and within their authority and jurisdiction. Thus, it becomes clear that formality is required by law, and its absence allows the concerned party to challenge the contract through annulment, cancellation, or invalidation as stated in Article 85 of Decree 76-63 mentioned earlier. The question that arises here is which judicial authority is competent to decide such disputes related to published real estate transactions aimed at annulment, especially given the diversity among contracting parties—sometimes involving private law entities and other times public law entities.

Upon examining these articles closely, we find that annulment is a purely civil term; therefore, jurisdiction lies with civil courts. In contrast, cancellation is an administrative term closely related to decisions and administrative contracts, where recourse is made to administrative courts based on the organic criteria set forth in Article 800 of the Civil and Administrative Procedures Law.. (Lhasani, 2014, p. 101).

2.2. Jurisdiction of Ordinary Courts:

Although ordinary courts have general jurisdiction over ordinary disputes involving private law entities, the legislator has granted ordinary judges the authority to hear certain lawsuits where one of the public legal entities is a party, according to civil and administrative procedures law when a legal entity intervenes in a civil dispute before ordinary courts (Shihoub, 2005, p. 425).

Article 516 of the Civil and Administrative Procedures Law states: "The real estate division shall hear disputes related to temporary registration in the land registry arising between individuals subject to private law." This means that the legislator has granted powers to civil judges to decide disputes related to temporary registration within the real estate division because these disputes arise between private individuals. Thus, they are responsible for adjudicating annulment lawsuits as one of the preliminary procedures preceding property registration. Such decisions do not rise to an administrative decision subject to cancellation before administrative judicial authorities; rather, they possess executive characteristics despite being issued by an administrative body (Ghani, 2016, p. 30).

Similarly, Article 517 of the Civil and Administrative Procedures Law states: "The real estate division shall hear disputes related to exchanges of properties belonging to state private property with properties belonging to private individuals." This is because in this type of contract, the state appears as an ordinary individual when entering into an exchange agreement with a private person according to private law provisions (Ghani, 2016, p. 31).

3. Jurisdiction of Administrative Courts:

The Algerian legislator adopted the organic criterion as the basis for determining the jurisdiction of administrative courts, granting administrative courts general jurisdiction to initially rule on all cases in which the state, the province, the municipality, or one of the public institutions of an administrative nature is a party. This is confirmed by Article 800 of the Code of Civil and Administrative Procedure. This was also adopted by the Conflict Court in its decision dated July 17, 2005 (Berbaria, 2009, p. 484).

Reviewing judicial precedents, it has been established that the authority to adjudicate on the annulment of published notarized contracts has been transferred to ordinary judges, as they are considered protectors of individual rights arising from those contracts. Thus, we find that administrative courts have relinquished their jurisdiction over such matters despite the presence of the administration as a party in many cases, particularly in contracts related to Law 81-01 dated April 7, 1981, concerning the transfer of real estate properties used for residential, professional, commercial, or craft purposes belonging to the state and local communities, which have now become managed by real estate agencies under Article 73 of Real Estate Guidance Law 90-25 amended and supplemented by Order 95-26.

4. The Month of the Nullity Lawsuit for Registered Notarial Contracts

The Algerian legislator has opened the door for challenging registered notarial contracts, while simultaneously imposing on anyone with a vested interest the obligation to register their lawsuit with the relevant land registry, under penalty of its inadmissibility. This is confirmed by the text of Article 17, last paragraph, of the Civil and Administrative Procedures Law, which states: "A petition for filing a lawsuit must be registered with the land registry if it relates to real estate and/or a registered real right in accordance with the law, and it must be presented at the first hearing called for the case, under penalty of inadmissibility unless it is proven that it has been deposited for registration." Article 519 of the same law stipulates: "Lawsuits are filed before the real estate section and are examined according to the procedures set forth in this law, taking into account the specific provisions regarding the registration of lawsuits for annulment or nullification or challenging rights based on registered contracts.

5. Objectives of Registering Nullity Lawsuits

The objective of registering real estate lawsuits is primarily to inform third parties of the risks they face when contracting regarding the property or real right subject to the lawsuit. It also enables the plaintiff to invoke any judgment issued later based on their request against anyone who has acquired rights from the defendant. In case a final judgment is issued in favor of the plaintiff, they can retroactively claim all their rights adjudicated by court against any successor who has shown bad faith by accepting disputed rights, without needing to file a new lawsuit or obtain a judgment against them (Hamdí Pasha & Zarrouki, 2013, p. 262).

Moreover, registering lawsuits does not prevent the defendant from dealing with the real rights or property in dispute. This is supported by a memorandum from the General Directorate of National Property dated 22/03/1993 under number 3875, which states: "Requests related to stopping the registration of a contract involving the transfer of real rights cannot halt its execution due to these requests, nor can it have any effect." If the plaintiff wishes to stop dealings concerning the property after registering their lawsuit, they must file another lawsuit before urgent courts to request a halt until a decision is made on the subject of the dispute (Hamdí Pasha & Zarrouki, 2013, p. 238).

5.1. Procedures for Registering Nullity Lawsuits

As previously explained, for a nullity lawsuit to be accepted formally, it is necessary to register the opening petition and its required data along with a request for endorsement as stipulated in Articles 62 and 63 of Decree 76-63. Once the land registrar verifies that all formal conditions are met, they endorse in the margin of the petition intended for registration or on an attached paper indicating the date of endorsement and provide a certificate confirming this marginal endorsement to the concerned party (Bouguerra, 2017, p. 83).

5.2. Judicial Stance on Registering Nullity Lawsuits

Judicial interpretations have varied between the Supreme Court and the Council of State regarding the necessity of registering lawsuits until the issuance of the Civil and Administrative Procedures Law which mandated this process under Articles 17 and 519 mentioned earlier. Several judicial decisions have contradicted this principle of mandatory registration for real estate lawsuits, including:

- Supreme Court Decision No. 196021 dated 27/09/2000 which stated: "Since Article 85 of Decree No. 76-63 stipulates registering a lawsuit petition in specified cases including annulment lawsuits concerning registered contracts aimed at protecting specific interests, raising it automatically by judges constitutes an abuse of power and exposes the contested decision to annulment." (Journal of Judicial Jurisprudence, 2004, p. 160)
- Supreme Court Decision No. 168606 dated 24/03/2000 which noted: "The appellant's insistence after registering a lawsuit by original plaintiffs and judges' disregard for Article 85 of Decree 76-63 exposes their decision to annulment."

Conversely, the Council of State has taken a stance supporting mandatory registration as evident in several decisions including:

- Council of State Decision No. 184931 dated 27/03/2000 stating: "Upon reviewing the opening petition before the administrative chamber of Tlemcen's Court, it is clear that it was not registered according to Article 85 of Decree No. 76-63. Since this case involves annulling fixed registered real rights based on registered contracts, it is necessary not to accept the appellant's lawsuit formally."

The Council also considered this procedure not part of public order when raised for the first time before it. This was noted in a decision issued on 16/09/2003 stating: "It is claimed that there is a violation of Article 85 of Decree 76-63 dated 25/03/1976. This point should be disregarded because it was raised for the first time directly before an appellate body. It is inadmissible according to Article 107 of Civil Procedures Law." This position was reaffirmed by another Council decision No. 203024 dated 12/06/2000 from Chamber One. (Leila, 2011/2012, pp. 85-86)

However, it should be noted that not all lawsuits related to property must be registered with the land registry; registration applies only to lawsuits aimed at challenging the validity of notarial contracts. It would be unreasonable to require a plaintiff to register an eviction petition or possessory lawsuit (Hamdi Pasha & Zarrouki, 2013, p. 262).

Conclusion

It is clear from the above that registered notarial contracts are those that involve real estate transactions and real rights that possess formal validity and have been registered with the land registry in accordance with legal provisions, thereby purifying these contracts from any defects that may affect them. As for the authority of Algerian civil courts to annul this type of contract, it is limited by legal texts that impose the necessity of requesting either cancellation, annulment, amendment, or revocation through a registered petition before the registration of that contract. After this point, the cases are very restricted, particularly concerning the proof of the lack of legal capacity of one of the parties to the contract, fraud, or the fictitious nature of the contract, all aimed at protecting real estate transactions and preventing encroachments on real estate and real rights.

In conclusion, I propose:

- The necessity for coordination between land registrars and specialized judges regarding the investigation and verification of all documents submitted for the registration of any real estate transaction, in order to avoid errors that may occur by the land registrar.
- Amending Article 85 of Decree 76-63 to expand the scope for filing annulment lawsuits to after the registration of notarial contracts, thereby broadening judicial intervention to resolve related disputes.
- Amending Article 16 of Decree 76-63 to make the registration procedure have relative evidentiary force instead of absolute evidentiary force, thus making this procedure supplementary for establishing a real estate right rather than serving as a purifying effect on rights.

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