

Civil liability arising from breach of the obligation to pay the dangerous value of the sold item

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Abstract

The purpose of this study is to clarify the legal basis for civil liability arising from the breach of the obligation to expropriate the dangerous character of the sold item, whether it is contractual or tortuous, and to try to find legislative solutions to this problem facing economic and commercial transactions. This study is also a reference in the legal library. this field.

To achieve the objective of this study, the researcher used the descriptive analytical method based on the analysis of the legal texts and internal legislations that dealt with the subject of the study. The researcher also used the comparative method by comparing the legislations of the countries that organized the civil liability provisions. This chapter was divided into three chapters (introductory, first and second). In the introductory chapter, the researcher addressed the statement of the provisions of liability in the first part and the tort liability in the second section, and comparing them in the third topic. The first chapter deals with the nature of the commitment to the dangerous character of the thing sold in the first section, the scope of the commitment to exposes the dangerous character of the thing sold and the possibility of achieving it in the various sales contracts in the second. The second chapter of the study discusses the legal nature of the liability arising from breach of the obligation to marry in the first section, and the extent to which the provisions of liability relating to the obligation to pay the dangerous value of the thing sold in the second section may be amended.

At the end of this study, the researcher reached a number of results, the most important of which was: The Palestinian Civil Code was devoid of a clear definition of the term dangerous space in the sold item, but that does not mean that the Palestinian legislator ignored this obligation. This obligation is based on the contract of sale as a requirement, or as the basis of the principle of good faith in the implementation of the contract, which was taken by the Palestinian legislator. A part of the jurisprudence went on to say that the liability arising from the breach

of the obligation to expropriate the dangerous character in the sale was a tortious responsibility (a malicious act