

- 1 1. Articles 243, 420, 421, 423, 424, and 425 of the Law of Civil Transactions, and the precedence set by
2 this court, show that the rights and obligations on the consideration and price of a contract come
3 into effect upon the conclusion thereof, without the need for any other condition, unless law or an
4 agreement state otherwise. This effect becomes valid immediately for any contract that has no
5 conditions for future enactment or is dependent upon a condition.
6
- 7 2. A condition is a future action of which there is a possibility of occurrence; it has not yet occurred, is
8 not impossible, and is beyond the control of the parties to the contract. If the obligation is pending
9 on a suspensive condition, the obligation is not binding until this condition occurs. Before it occurs,
10 the obligation is neither compulsory or optional. However, a suspensive condition may be achieved,
11 even if it did not actually occur, if there was fraud or error by the debtor, in the sense of avoiding
12 the condition. An obligation pending a condition may be explicitly or implicitly waived by the debtor
13 thereof. The determination of whether or not an obligation requires a suspensive condition;
14 whether or not the debtor has explicitly or implicitly waived the obligation, and whether or not
15 there was fraud or error by the promisee in the sense of avoiding the condition are all factual
16 matters left to the independent judgment of the trial court. This judgment is beyond protest if the
17 opinion thereof is based on sound reasoning and is derived from the case documentation.
18
- 19 3. It is established by Article 420 of the Law of Commercial Transactions that in a contract to open
20 credit a bank pledges, based on a customer's request, to place a certain amount of funds at the
21 disposal of the beneficiary, who has the right to withdraw these funds within a certain period,
22 according to agreed conditions.
23

24 **Translator's Notes:**

25
26 This translation requires research of the entire Law of Civil Transactions for UAE to determine that this
27 section focuses on loan contracts.
28

29 In line 16, the Arabic uses the term معقب, which I have rendered as "protest." The standard English
30 equivalent, "commentator," doesn't make sense here. The only reason someone would comment on
31 the ruling is if they disagreed with it. There are standard terms for "appeal," which the author did not
32 use, so I didn't make the leap to rendering it "appeal," although that is a possible intent. I would bring
33 up this type of ambiguity with the client. Arabic authors often state the obvious as a matter of
34 rhetorical style, so the gist of this sentence is "There is no cause for appeal unless there is cause for
35 appeal."