

Compulsory execution of electronic sales contract in Jordanian legislation

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Zaytouna University of Jordan 2022

Abstract

This study has tackled forced execution and its mechanisms in electronic sales contracts upon the breach of one of the contracting parties of its obligations. This study has undergone a descriptive analysis where I have presented the provisions of the Jordanian Civil law, Execution Law and Comparative Law such as Egyptian and Iraqi Laws pertaining to forced execution. A conclusion reached by the study is that electronic sales contracts are one of the most widespread, prevalent and utilized contracts, even more so than traditional contracts. The binding force of the contract differs depending on the used electronic method for contract formation. Contingent on the type of contractual breach, the methods of execution also differ, as if making the execution of the contract impossible – whether by relativity or temporality, which both affect whether the impossibility of execution is absolute .

That was achieved through an introduction and three chapters, the first chapter defines what is a legal contract or agreement and its characteristics and the second chapter discusses electronic contracts and its characteristics, the second chapter also discusses what is an electronic expression of will. The expression of will was divided into two separate components, the first component is electronic response or affirmation and the second component is electronic acceptance of contractual obligations. The third chapter discussed the obligations and guarantees inflicted on the parties in a electronic contract of sale or exchange of goods, it also explains the method of compulsory execution of such an agreement and that was demonstrated when listing

the obligations and responsibilities of buyers and sellers, it was clarified further through the explanations of guarantees that accompanies the execution of such agreements and then referencing the second chapter that specialised in the execution method in cases where the execution is impossible or the guarantee was activated for any legal reason or the special performance term was activated.

Electronic contracts have revealed some of the legislative shortcomings in keeping up with developments accompanying the spread of electronic contracts, as well as new conflicts lacking in legislative provisions which result in the application of the general rules of traditional contracts. Thus, this urges us to advocate for amendments of statute provisions in way that is steered with the technological evolution of forming a contract, identifying all that relates to electronic contracts in order askew away from the contractor or researcher's dependence on the general rules.

Keywords : Electronic contract, electronic sales contracts, forced execution, Buyer and Seller Obligations