Code of Obligations and Contracts (DOC) of 12 August 1913

Reference: Dahir of 9 Ramadan 1331 (12 August 1913) forming the Code of Obligations and Contracts

Practice areas: Business and company law, Debt recovery, Real estate and land law, Accidents and compensation

> The DOC is the foundation of Moroccan civil law: it sets the general rules on contracts and civil liability, then regulates the main everyday contracts (sale, lease, agency, loan, guarantee). Almost every dispute between individuals or businesses comes back to it at some point. This is an unofficial explanatory note; only the Arabic text published in the Official Bulletin is authoritative.

Who this law applies to

The DOC applies to individuals and businesses alike whenever no special law provides a different rule. The Commercial Code, the Labour Code and the lease laws supplement the DOC, but refer back to it on every point they do not cover.

The key rules

- A validly formed contract has the force of law between the parties (Article 230): it can only be changed or terminated by mutual agreement or in the cases provided for by law.
- A valid contract requires capacity, free consent, a definite subject matter and a lawful cause. Fraud, mistake or duress may lead to annulment.
- Anyone who causes harm through their fault must make good the damage (Articles 77 and 78). The keeper of a thing is also liable for damage caused by that thing (Article 88).
- In the event of non-performance, the creditor may seek performance, termination of the contract and damages, after formal notice where this is required.
- The DOC regulates in detail sale, hire of goods and services, agency, deposit, loans, civil partnerships, guarantees and settlement agreements.

Key deadlines and figures

- 15 years: the general limitation period for obligations, unless a law provides for a shorter period.
- Tort liability: a claim is as a rule time-barred 5 years after the victim learns of the damage and of the person responsible, and in any event 20 years after the harmful event (Article

106).

- Many shorter periods apply to specific debts (traders, rent, wages, fees): these must be checked case by case.
- Important legal transactions are, as a rule, proved in writing, and some (notably in real estate) require a specific form.

What it means in practice

A signed commitment, even a private agreement, binds you. Before signing, read the payment, penalty, termination and jurisdiction clauses carefully, because the court will in principle apply the contract as written.

In a dispute, the first step is often a written and dated formal notice, which triggers certain rights and is useful evidence in court.

Reforms and recent developments

More than a century old, the DOC has been amended many times without being replaced. In 2007 it was supplemented by Law No. 53-05 on the electronic exchange of legal data, which recognises electronic documents and signatures, and by Law No. 44-00 and later Law No. 107-12 on the sale of property under construction.

When to consult a lawyer

It is worth seeking advice before signing a significant contract, when the other party fails to perform, to assess a loss, or when you receive a formal notice. A lawyer will also check that the claim is not time-barred and identify the competent court.

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