meaning to the technical one, the difference between the law and the regulation followed finally by the conclusion.

Foreword:

Before discussing the meaning of the term "*qanoon*" and the difference between it and the term "nidhaam", I should present two introductions related to the subject which will provide the basis for the ruling and add to the understanding of the issue. These two introductions are as follows:

1st Introduction: Types of Terms

These include common words that give general meanings and words with original meanings and different branch meanings; the latter being of three sub-types: words in common practice, words that related to *Sharee'ah* terms and technical terms. By time, these three types have become independent terms with separate meanings.

2nd Introduction: Actual Practice Governs Meanings of Terms

Actual practice and norms should be used in understanding and interpreting terms used by laymen. The original linguistic meaning of the term is not enough to understand it.

The author concludes the following:

There is no difference between the word "*qanoon*" and the word "*nidhaam*"; the former includes laws issued in other countries and the latter includes the laws issued in Saudi Arabia.

We are bound to use the terms originally given by those who laid down such laws and regulations in the country they are issued in.

The Position of the Islamic *Sharee'ah* from Using the Term *Qanoon*

Sheikh Bashaar bin Umar Al-Mufaddaa
Lecturer, Sharee'ah Policy Department, Higher Judicial Institute, Imam Muhammad bin Saud Islamic University

Abstract

All praise belongs to Allah, the Lord of all the worlds, and peace and blessings of Allah be upon the most honourable Prophet, Muhammad, the members of his pure family and noble companions.

A heated controversy took place between experts in the field of law about the legitimacy of using the term "*Qanoon*" and whether this term denotes the laws that contradict the Islamic *Sharee'ah* or is a general term that covers all the laws that do not the Islamic *Sharee'ah* and those which do, the ruling on using the term and the ruling on dubbing Saudi regulations as laws.

Therefore, I found it interesting to research this issue in detail in order that the reader and I can reach a clear scholarly opinion on this issue. By reviewing many books and academic journals, I have not found anyone who discussed this issue in detail from the academic rather than the linguistic point of view and in the manner of presentation I will use in this paper.

I have divided the study into an introduction that discusses important introductions, the origin of the term "*qanoon*" linguistically and juristically, change of the term from the linguistic

law profession practice licensing requirements,

5. The attorney should fulfill the conditions related to seeking the assistance of non-Saudi lawyers,

6. The non-Saudi attorney should hold a valid residence permit in the Kingdom.

7. The Saudi lawyer should fulfill the conditions of registering Saudi lawyers. These include five conditions as follows:

8. The applicant should hold a university degree in Sharee›ah or Law;

9. The applicant should have necessary experience;

10. The applicant should be qualified and of good conduct;

11. The applicant should not have been convicted for a crime related to dishonesty; and

12. The applicant should not combine both the practice of the law profession and another governmental job.

Islamic *Sharee'ah*, and

These include nine conditions:

The attorney should be appointed;

The attorney should be just;

The subject of the power of attorney should be one that the principal can act on by himself;

The attorney should have the legal capacity to act on the subject to be given a power of attorney for;

The attorney should be sane and qualified;

The attorney should accept the power of attorney;

The attorney should have knowledge of the subject of the power of attorney in general;

The attorney should be a qualified expert; and

The attorney should not be the same attorney for both litigants.

Topic Two: Conditions of the Practice of Law Profession in the Law

1. He should be a Saudi national and living in the Kingdom; This condition covers some issues including the following:
2. The attorney applying for registration should be a Saudi,
3. The non-Saudi attorney should fulfill the conditions of the practice of law profession,
4. The non-Saudi attorney should fulfill the requirements of

Sharee'ah and Legal Conditions for the Practice of the of Law Profession

Sheikh Hammaad Abdullah Al-Hammaad
Notary Public, 2nd Notary Public Division in Riyadh

Abstract

All praise belongs to Allah, the Lord of all the worlds, and peace and blessings of Allah be upon the most honourable Prophet, Muhammad, the members of his pure family and noble companions.

The Muslim Nation is required to give due attention to correcting dealings among people. One key dealing that needs to be corrected is the system of litigation which includes the law profession and the defence of rights.

The law profession is a modern term that has always been a point of interest not only among men of law but also among intellects, scholars and men of letters.

There is no doubt that every profession requires the one who seeks to practice it to fulfill certain conditions; some of which are provided for in the Islamic *Sharee'ah* and some others are provided for in secular laws.

The Saudi law is distinguished from other laws in that it combines both types of conditions.

The present study is divided into two topics as follows:

Topic One: Conditions of the Practice of Law Profession in the

penalties without clearly explaining their description, investigation, trials and penalties. This is meant to increase awareness about this crime in a virtual environment that is not easy to track down.

A special law should be enacted to protect consumers in general and electronic transactions in particular. This law should show the legal position of the consumer as well as his rights and obligations in the electronic environment prior to contracting by establishing the conditions that should be fulfilled in the offer and acceptance.

Reconsider formulating most of the provisions of the Commercial Court Law, Trade Marks Law, Commercial Data Law, Trade Names Law, Law of Procedure, Intellectual Property Protection Law, the provisions related to the credit information of the parties and other laws related to electronic commerce in order to make them more suitable with e-commerce transactions and their future requirements.

Establish a mechanism for the settlement of e-commerce disputes that suit with the nature and speed of this type of commerce and the conditions of parties. Perhaps, the electronic arbitration and settlement of disputes through electronic is the best method in this field.

Hold more national and international symposia and conferences in the field of e-commerce and support international cooperation in this field to come up with a uniform law.

Establish a national e-commerce centre responsible for all affairs related to e-commerce including regulations and laws as well as development of transactions as a new source of growth and investment.

Spread legal culture among dealers of e-commerce and awareness of their rights and obligations in their transactions through the internet.

parties as it takes into consideration the interests of both parties.

Reconsider the provisions under paragraph 1 of article 9 of the executive regulations of the Electronic Transactions Law which obliges the recipient that the message of data has not been issued by the originator by mere receiving the last notice because in case the recipient uses a means agreed with the originator to prove that the data message has been issued by the originator, how the regulator permits the originator to deny issuing the message although it is proved to have been issued by the originator.

Amend the provisions of paragraph 1 of article 10 of Electronic Transactions Law by expanding the concepts of offer and acceptance to include the other means expressing the will including electronic information messages.

We support the opinion of the legislator in electronic transactions that contracts concluded through the electronic network shall be governed by the law of the territory where the supplier is located due to the huge number of consumers who visit the site to purchase from various countries. This makes it difficult for the owner of the site to know their laws and regulations provided that the site mentions any unfamiliar articles in his law as a guarantee of hidden defects and rights of parties.

It is difficult to apply the classical awarding rules through the internet and the applicable law which makes it imperative to formulate a common international law to determine the applicable law on international private electronic disputes.

It is important to give due care to electronic crime and establish clear laws addressing it especially that the Saudi Information Crime Combating Law has been enacted to address crime and their

jurisprudence with the aim of developing e-commerce laws.

The author concludes the study as follows:

Developing e-commerce in Saudi Arabia requires the mutual national and international efforts to overcome obstacles.

More flexible legal solutions that suit with the nature of e-commerce should be created in order to protect the parties to the contract and provide trust in e-commerce.

Activating the role of international organizations operating in this field.

Recommendations of this study include the following:

Re-formulate paragraph 1 of article 4 of the Saudi Electronic Transactions Law as it poses a problem in terms of the scope of application and suggests a previous agreement between the two parties to use electronic means in contracting.

Adapt the legal position of electronic means as an agent of the contracting party in line with other legislations, address technical faults that may result from contracting with electronic means, give the party contracting with the electronic mediator the right to cancel the transaction in case a technical fault is committed if the electronic mediator does not permit changing this fault unless the contracting party informs the owner of the electronic mediator immediately after the occurrence of the fault through the electronic message.

Adopt the theory of specifying the time and place of the electronic contract because it is the most suitable for the nature of dealing through the internet as it provides practical and technological solutions for the defects that the other theories include, in addition to the fact that this theory is fair in dealing with the wills of both

Legal Framework of E-Commerce in Saudi Arabia

Dr. Ayidh Sultaan Al-Bugumee
Assistant Professor of Commercial Law, Institute of Public Administration

Abstract

Electronic transactions are diverse, some are non-profit represented by the e-government which has gone a long stride in governmental transactions and e-commerce including electronic banking operations which are the easiest, the fastest and most common and profitable in the world of today.

It should be noted that this means is not limited to the trader and the consumer in its simple meaning but includes transactions among traders which are known business to business transactions. Individuals have the capability to compare between its price and the quality of the goods through the internet.

In spite of this wide spreading use of e-commerce, it is not far from the truth to say that this wide use of e-commerce and trust in it as a novel commercial means depends on the existence of a law that protects the parties to this type of commerce without which no secure environment of e-commerce can be created.

Therefore, states and organizations have sought to create the legal environment that provides protection for this type of traders who work beyond borders. Saudi Arabia has laid down laws that provide enough protection for the environment of the electronic commerce.

In this study, I will review the Saudi laws related to e-commerce in the light of the applicable laws, novel changes and comparative

superiority to legal rules derived from some sources over others as a deviation from the known equal legal value of the rules derived from all the sources of the said law.

In addition to these developments in the field of the applicable law, the basic systems of some permanent international courts some of the characteristics of the international arbitration which have proved to have a role in accepting their jurisdiction like permitting the parties to the dispute to participate in the selection of judges through the establishment of the circles system, shortening of procedures with the purpose of quick settlement of disputes and reducing the expenses of litigation.

Perhaps, the most important aspect of development in the permanent international law is the due care that the basic systems of permanent international courts give to the issue of enforcement of judgments through assigning forcible execution of these judgments to a specific international body if no voluntary execution is achieved or through providing for the execution of these judgments in the concerned states in an equal manner with the execution of national judgments or through detailed provisions in the basic system on how to execute these judgments.

Moreover, one of the most important aspects of development that the permanent international justice has undergone is the large number of diverse entities which have the right to litigation before international courts. Although the right to litigation before the International Court of Justice is still limited to states only, many permanent international courts, according to each one's nature of specialty, have given the right to litigation to other several entities beside countries including international governmental organizations, autonomous regions, natural and corporate special law personalities, governmental projects, non-governmental organizations, groups of individuals in addition to individuals, international employees and staff, national human rights institutions, independent custom regions and petroleum companies.

Some permanent international courts have begun giving permissions to challenge the judgments they issued before courts of appeal which is a deviation from the trend of the majority of courts which deem their judgments final and unobjectionable as is the case in the International Criminal Court and World Trade Organization Dispute Settlement Board. This is a good trend that undoubtedly adds to conviction and satisfaction with judgments, and hence the opportunities of enforcement of these judgments.

The development has also affected the applicable law before permanent international courts. On the one hand, it has become a more specific and specialized law; its sources are currently limited to a specific branch of the general international law that is consistent with the court's jurisdiction or say to a specific sources within this branch. On the other hand, it has become a law that permits giving

by the International Court of Justice currently includes more than 15 international and regional courts, waiting for additional courts to be created, most of which are concerned with the settlement of specific group of international disputes.

These developments have also included the rules governing the selection of judges. In addition to the classical rules related to the impartiality, austerity and specialty of judges and the necessity that they represent the different main legal systems in the world and that it is not permissible to have more than one judge from a single state, new rules have been established, most important of which is the necessity that the formation of the court should ensure representation of different geographical territories and fair representation of males and females. This new rule is in line with the developments that the international community has undergone which have firmly established important principles like equality amongst states and respect of human rights and basic freedoms irrespective of sex or race.

The study has also revealed that there is an increase in the cases of compulsory jurisdiction of several permanent international courts. These cases represent acceptance of the court's jurisdiction upon the mere consent to the legal establishing document without the need for any further agreements. This, for example, is the jurisdiction of the international criminal court and the Board of the Settlement of Disputes of the World Trade Organization and some cases of the jurisdiction of the International Court of Naval Law, in addition to compulsory jurisdiction cases built on individual statements by states like the compulsory jurisdiction of the International Court of Justice which has been accepted by sixty countries now.

By having a look at the basic laws of permanent international courts, one notices that profound developments have taken place to several aspects related to the formation and jurisdiction of these courts, litigation before them, their proceedings and execution of their judgments. This paper is concerned with discussing the most important aspects of this development and its effect on the role that the permanent international courts play in the settlement of international disputes which spread all over the world and form a threat to international peace and security and adversely affect the course of development and stability not only in the disputing countries but also in other countries of the world.

For the purpose of this study, the developments that occurred to the permanent international justice can be classified into developments related to the formation and jurisdiction of permanent international courts (Topic One) and developments related to litigation before these courts (Topic Two).

To conclude, the author tried to shed light on the most important aspects of development that occurred to permanent international justice since the time of establishing the first court in 1920 up to the present time. The study reveals that it is not only a matter of remarkable increase in the number of permanent international courts established at the international and regional levels but also a matter of profound changes that affected the organizational and functional aspects of these courts beginning with the principles governing the selection of judges and ending with the execution of the judgments issued by them.

The permanent international justice which began with a single court, namely the Permanent Court of International Justice followed

disputes. This increase is not due to the increase of the number of international personalities and activists but also to the growth of the subjects of the general international law as a result of the extension of its rules and provisions to the regulation of subjects and scopes that were considered in the past as core part of the internal jurisdiction of states. There is no doubt that the increasing number of permanent international courts adds to the opportunities of the settlement of international disputes in peaceful ways. It is enough to note here, for example, that the International Court of Justice has settled until 2012 about one hundred and twenty disputes in addition to issuing more than twenty five consultative opinions.

Permanent international courts can be divided, by geographical criteria or on the basis of availability of the right to litigation, to permanent international courts that give the right of litigation before them to specific entities wherever they are at the international level like the International Court of Justice, the International Court of Naval Law, etc. and permanent international regional courts that do not give the right of litigation before them except for specific entities that are related to each other through certain links that might be of geographical, linguistic, cultural, religious or other links like the European Union Court of Justice, the European Human Rights Court, etc.

Permanent international courts can also be divided by jurisdiction to courts of general jurisdiction, namely that they consider any international dispute irrespective of its type like the International Court of Justice and courts of special jurisdiction like the International Criminal Court.

international disputes irrespective of their nature and some others have the authority to settle a specific group of international disputes that might be of a commercial, administrative, human rights and basic freedoms related, naval or other types of disputes.

The fact is that the international community has not known the permanent justice except with the establishment of the Permanent International Court of Justice in 1920 as an international judicial authority independent from League of Nations which was later replaced by the International Court of Justice in 1945. Other permanent international courts followed. For example, during the period from 1945 to 1980, the administrative court of the International Labour Organization, Taskforces on the Settlement of Disputes within the framework of the General Agreement on Custom Definitions and Trade, dubbed as GAT in 1947, the UN Administrative Court, European Human Rights Court, Administrative Court of the Arab League, American Human Rights Court and several other courts.

The number of permanent international courts has remarkably increased early in the ninth decade of the last century. It is believed that this movement of the establishment of permanent international courts will not stop in the near future. It is expected to establish several courts within the forthcoming period. Probably, the long waited Arab Justice Court will come to reality soon. Several proposals and motions have been presented in this respect but have not seen light yet.

This increase in the number of permanent international courts undoubtedly comes as a response to the increase of the number of international disputes and large diversity of the types of these

recommendations. They are also the ones addressed by these rules. This state has a similar case in the internal law since the legal rules that find their source in contracts are created by the parties to the contract who are the ones addressed by them.

The international community also comprises an executive authority that is basically represented by the international and regional organizations. For example, the UN Security Council has the right, acting within the scope of Chapter 7 of the UN Charter, to impose military and unmilitary sanctions on the state that threatens or destabilizes international peace and security or commits any act of hostility. The Council undertakes execution of the judgments issued by the International Court of Justice whenever such judgments are not enforced voluntarily. The Arab League Council has the right to dismiss a member state that violates the charter of the league.

Furthermore, the international community has an executive authority that is basically represented by international and regional organizations.

As for the judicial authority, its presence in the modern international community is clearer and more coherent than the legislative and executive authorities. On the one hand, it is represented by the temporary international justice, that is, the international arbitration panels which are formed for the purpose of settling a specific international dispute and then dissolved following the completion of its task. On the other hand, it is represented by the permanent international justice which comprises a group of permanent international courts at the international and regional levels, some of which have the authority to consider all

Most Important Developmental Aspects of the Permanent International Justice

Dr. Muhammad Saafi Yusuf
Professor, General International Law, Faculty of Law, Ein Shams University and Faculty of Law and Political Sciences, King Saud University

Abstract

As is the case within a single country, the International community currently includes three basic authorities; these are the legislative, executive and judicial ones. However, it cannot be said that the international community authorities have reached a degree of organization, development and stability equal to those of the state authorities. Moreover, the former should not be judged based on the concepts and principles which the latter is based on because of the difference of the nature of the internal community from the international community not only in terms of active persons but also in terms of the sources of law that regulates the relationships that evolve inside each one of the two.

The international community does not comprise a higher legislative authority similar to the one known in the internal law but it defines it as in the manner that suits its special nature as a distinct and independent community. It is an authority that is represented by states and international organizations in their capacity as the key personalities of this community, and hence, they are the originators of international legal rules through the conclusion of conventions, creation of international norms and issuing of resolutions and

should request the same; the period of imprisonment is left to the judge to decide.

If the debtor is proved financially capable, he should be obliged to repay the debt without any unjustified delay; otherwise, it is legitimate to imprison him.

The Islamic *Sharee'ah* addresses the issue of insolvency by balanced kindness towards the debtor and prevention of harm to the creditor. Old jurists have discussed insolvency provisions in the light of their understanding of texts as appropriate for their time. We are in dire need of reviving juristic reasoning controlled by Sharee'ah texts without omitting Sharee'ah objectives and utilizing experiences of others.

If the financially capable debtor claims insolvency, his claim is not accepted and the judge may sell the parts of his property that fulfil his debt or imprison him until he repays his debts.

If the condition of the debtor claiming insolvency is unknown and his debt is a financial compensation or he assumed by his free choice and will, the claim of the creditor is accepted regarding insolvency. The creditor may request imprisoning him until he repays the debt or proves to be insolvent.

If the condition of the debtor claiming insolvency is unknown and he assumes the debt against his will and choice, his claim of insolvency coupled with taking the oath is accepted and the creditor should prove that he is financially capable.

The debtor may request the creditor to swear that he does not know that he is insolvent. If he swears, he can request imprisoning him until he repays the debt or proves to be insolvent but if he refrains from taking the oath, the claimant of insolvency is requested to take the oath.

The judge, with the support of concerned authorities, should do his best to investigate the condition of the debtor claiming insolvency by all means possible.

It is stipulated that the person testifying insolvency should be just and have good knowledge of the condition of the debtor.

The judge may request the debtor claiming insolvency to take the oath along with proof.

For the debtor claiming insolvency to be imprisoned, the creditor

The foreword includes the reasons of choosing this subject, the study plan and the study methodology. The introduction covers four sections as follows:

1. Linguistic and juristic definitions of the claim,
2. Linguistic and juristic definitions of substantiation,
3. Linguistic and juristic definitions of financial capability, and
4. Linguistic and juristic definitions of insolvency.

Topic One: Methods of Establishing Financial Capability

This topic includes four sections as follows:

Testimony,

Solvency precedes insolvency,

Proofs,

Credit statement.

Topic Two: Authority of the credit statement,

Topic Three: Rules of financial capability

Topic Four Effects of established financial capability

Conclusions: Most important conclusions and recommendations

The author provides the following conclusions:

If any one claims insolvency and is believed by the creditor may not be imprisoned and should be given a grace period until he becomes financially capable.

Proving Financial Capability in Insolvency Claims in Jurisprudence and Law

Dr. Hishaam bin Abdul Malik Aal Ash-Sheikh
Associate Professor of Comparative Jurisprudence, Higher Judicial Institute

Abstract

All praise belongs to Allah, the Lord of all the worlds, and peace and blessings of Allah be upon the most honourable Prophet, Muhammad, the members of his pure family and noble companions.

It is a truism that Islam has encouraged people to deliver rights to those who deserve them and warned against eating the property of others unrightfully.

Unfortunately, these days some people find pleasure in usurping the rights of others without regard to the source of such property. To escape repayment of debts, they file claims of insolvency to courts. Therefore, the burden of establishing financial capability of the debtor is borne by the claimant.

Methods of substantiation have become easier these days in proving the financial capability of any person. However, credit information of someone cannot be disclosed under the law.

As this subject is of great important, I sought the help of Allah to research it. I have organized this study in a foreword, introduction and four topics:

2. It should not contradict a Sharee'ah rule, and

3. It should not result in manipulation of usury.

The gestalt rules for the change of a promise to a contract are four:

Unilateral absolute promise does not change into contract,

Unilateral binding promise does not change into contract,

Unilateral binding promise corresponding to another binding promise is a mutual binding promise and may change into contract,

Unilateral binding promise corresponding to another absolute promise does not change into a contract.

The author concludes his study as follows:

Linguistically speaking, the promise is informing someone else about one's acts in the future. Technically speaking, it is informing someone about one's likeable acts in the future.

The unilateral promise is absolute and binding: The binding promise is usually coupled with proofs that indicate an undertaking by the promising person to fulfill it, either explicit or implicit.

The juristic definition of the contract is that it is the corporate connection emanating from proposal and acceptance between two persons to create a legal action.

Technically speaking, the obligation is the burden assumed by someone by his own free will towards another person such as a compensation based contract, donation, documentation or the like in a manner that does not give the right to revoke his obligation by his individual will without the consent of the party committed to.

Therefore, the absolute promise is not a source of obligation contrary to the binding promise which is one of the reasons of obligation.

Options contracts in capital markets mean compensation for the obligation by selling a specific thing at a specified price within a specified time period or specified time either directly or through a body that guarantees the rights of both parties.

The rules of legitimacy of binding promises in banking transactions are three:

1. It should not contradict a Sharee'ah provision,

Alqadhaaiyah Journal

Judicial Obligation to Fulfill Promises in Financial Transactions

Dr. Nazeeh Kamaal Hammaad

Ex-professor of Islamic Jurisprudence and its Fundamentals, Umm Al-Quraa Univrsity, Makkah Al-Mukarramah - Sharee'ah Expert and Advisor for a Number of Islamic Financial Institutions

Abstract

All praise belongs to Allah, the Lord of all the worlds, and peace and blessings of Allah be upon the most honourable Prophet, Muhammad, the members of his pure family and his noble companions.

The question of judicial obligation to fulfill promises in financial transactions is one of the most important contemporary juristic issues that are related to novel contractual transactions that the Islamic financial institutions undertake in the present time. The author has found it interesting to discuss this subject in order to explain its rules, fundamentals and applications in seven topics.

لدفع عجلة التطوير

بهذا العدد تستقبل مجلتنا عامها الثالث، وبعد أن وجدت القبول لدى الكثير من المعنيين داخل المملكة وخارجها؛ وافق معالي وزير العدل الدكتور محمد بن عبدالكريم العيسى على إصدارها ثلاث مرات في السنة في محرم وجمادى الأولى ورمضان.

إن الإشادات والإفادات التي وصلت دفعت عجلة العمل للمزيد من العطاء وأذكت بصدق عزم القائمين على هذا النتاج المثمر مواصلة الجهود نحو تحقيق الهدف لإثراء الساحة العدلية بالأطروحات والدراسات والآراء والمقترحات. ومع مرور هاتين السنتين سعدت المجلة بجملة نيّرة من المقترحات والآراء التي تصب في تطوير عمل المجلة والرقي بصيغته وأسلوبه ومضمونه. كما قدمت مع شقيقتها مجلة العدل وبما تملكه من خبرة عملية غير مسبوقة امتدت ١٥ عاماً في مثل هذا العمل الفني المتخصص الدقيق، قدمت العديد من الاستشارات والمقترحات لعدد من الجهات ذات العلاقة والتي تنوي إنشاء إصدارات متخصصة.

إن استمرار هذا العطاء وتتابعه مع مسيرة المجلة الفتية أمرٌ مطلوبٌ طموحاً إلى مزيدٍ من الكمال والتقدم وتعدد الإسهامات وتنوع المشاركات في صيغتها الفريدة لنهجها العلمي والإعلامي على حدٍّ سواء.

والشكر موصول للجميع على عنايتهم ورعايتهم مسيرة المجلة ونتطلع دائماً لتقديم ما يرضيهم.

محمد الدبيان

Al-Qaadhaiyah

A refereed academic journal concerned with modern judicial researches and studies published by the Ministry of Justice in the Kingdom of Saudi Arabia

Correspondence:

All correspondence should be sent in the name of the Editor-in-Chief of Al-Qadhaaiyah Journal to the following address:
Kingdom of Saudi Arabia
Riyadh, Ministry of Justice
Postal Code: 11137
Telephone and Facsimile: 012924105
MoJ Exchange: 012924108, Ext. 1333
Interactive Telephone: 014025251

E-mail:
ALQADHAIYAH@moj.gov.sa
Website:
WWW.MOJ.GOV.SA

Alqadhaaiyah Magazine publishes abstracts of the articles contained

قواعد النشر

يُشترط لنشر الدراسات والبحوث في المجلة :

١- أن تكون البحوث والدراسات في إطار ما تعنى به المجلة .

٢- أن يتسم البحث أو المقال بالأصالة .

٣- أن يتسم البحث أو المقال بالمنهج العلمي في البحث والإسناد والموضوعية على أن تكون الهوامش متسلسلة الأرقام إلى نهاية البحث .

٤- أن يكون البحث أو المقال صحيح اللغة قويم الأسلوب .

٥- أن يقدم الباحث بحثه بمعلومات شخصية عن نفسه تتكون من اسمه ثلاثياً ومعلومات عن تحصيله العلمي والمؤلفات والبحوث التي أعدها وعمله الحالي وأرقام هواتفه .

٦- يجب ألا تتجاوز صفحات المادة ثلاثين صفحة حجم A4 وأن يكون مطبوعاً أو مكتوباً بخط واضح .

٧- يرفق بالمادة ملخص لها في حدود صفحتين .

٨- ألا يكون قد سبق نشرها في مكان آخر أو تكون مقدمة للنشر في مطبوعة أخرى .

٩- تخضع البحوث المحكمة في المجلة إلى تحكيم لجان علمية أكاديمية متخصصة وفق المعايير المعتبرة .

١٠- يجب أن يرفق البحث بالوعاء الإلكتروني المطبوع من خلاله .

Al-Qadhaa'iyah

A refereed academic journal concerned with modern judicial researches and studies published by the Ministry of Justice in the Kingdom of Saudi Arabia

Issue No. 5 - Muharram 1434 AH