

Quantifying the Influence of Price Misrepresentation on Pre-emption Cases: A Statistical Examination

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Abstract: In this paper, we explore the impact of price misrepresentation on pre-emption cases. It examines the legal and practical challenges faced when claiming recovery based on inaccurate prices and discusses the appropriate legal means to challenge forgery. The findings highlight the pre-emptor's right to challenge price falsehood in cases of increased prices and the absence of a specific legal method for filing an appeal. The study recommends clarifying the requirements for challenging price falsity and providing acceptable forms of evidence. Finally, it contributes to a better understanding of the topic and suggests improvements in the process.

Keywords: Pre-emption, Effect, Falsity of The Price, Pre-emptor, Named Price, Suit

1 Introduction

Jordan's legislature has made a series of substantive amendments to the preemption provisions for some reason in accordance with Property Law No. 405/2000 (13) of 2019. One of the most important of these amendments is the restriction of preemption to the partner in public funds if these funds are real estate, so the partner is entitled if the partner sells his share. Common property is that the owner of a proactive right seeks preemption by consent or the judiciary and, in the latter case, the issue arises of the parties to the sales contract increasing the share price to prevent a partner entitled to recovery from claiming its right to recovery. The seller and buyer colluded to register the sale contract at a price exceeding the real price. The plot may be sold at a real price the partner does not lie from the initiation of the lawsuit. Hence, we have enriched the research on the extent to which the falsification of the price can be challenged before the courts, which are subject to legal and practical problems faced by the alleged falsified precursor, as well as the legal form and means to be followed when challenging the falsification.

The problem with the research is that it highlight the possibility of challenging the pre-emption of the price falsehood recorded in the sales contract, and to claim that it exceeds the real price when requesting recovery before the competent court, the impact of this, the legal means that can be challenged and the Jordanian legislator's position thereon.

1-1 Objectives of the study

This study aims to:

1. Identifying the concept of the falsity of the price.
2. Knowing the conditions for claiming the falsity of the price in the pre-emption case.
3. The legal means that can be challenged.
4. Knowing the facility of proving the falsity of the price in the pre-emption and its consequences.

1-2 The importance of the study

The importance of the study lies in clarifying the effect of the falsity of the price in the pre-emption case, and its role in protecting the pre-emptor from fraud attempts that the buyer may make to get rid of pre-emption. and the absence of scarcity of legislation and research that address this subject, as well as the fact that it deals with a recent study stipulated in Real Estate Ownership Law No. (13) of 2019, and the scarcity of synthesizers poses a serious challenge to the researcher, and it is hoped that this study will be of interest to legal professionals and those interested in this field.

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1-3 Questions of the study:

1. What is meant by the falsity in the pre-emption?
2. How can the falsity of the price be proven in the pre-emption case?
3. What are the limits of the increase in price that are significant for whether to discuss the existence of falsity?
4. Is it permissible to drop the falsity request after adhering to it?
5. Is it a requirement for the falsity payment that the pre-emptor file an independent lawsuit, or through a sub-payment in the same pre-emption lawsuit?
6. What are the conditions for accepting this for a sub-payment, and does the emtor have to deposit the price into the Court's Fund?
7. Does the falsity payment result in the court deferring the examination of financial issues until the falsity payment is processed? What is the position of the Egyptian legislator from the previous questions, and is the position of the Jordanian legislator consistent with the questions, or does he have a different position?

1-4 Study curriculum

The researchers will rely on the following methodological method:

- 1- Descriptive method by describing and defining the general concept of the research topic.
- 2- The analytical method by analyzing the elements and foundations of the research topic.
- 3- Comparative approach by conducting a comparative study of the position of the Jordanian legislator with some other legislation whenever possible.

1-5 Study concepts and terminology

- 1- Pre-emption: One of the reasons for earning ownership under which the pre-emptor owns the property sold even if the buyer is obliged to pay the price and expenses (Saad, 2004).
- 2- The falsity: It is intended that the price covered by the contractors shall be fictional and unreal price, any apparent price covered by a hidden agreement between the seller and the buyer, so that a piece of land shall be included in the sales contract registered with the Land Department that is different and does not correspond to the real price at which the sale was made. (Ramadan 2015; Mediator in Civil Law, University Publishing House, Alexandria)¹.
- 3- Pre-emptor: The partner who owns the property sold from a buyer for the price called the contract (Rashid, 2017 p. 188).

1-6 Study plan:

The researchers in this study will deal with all aspects of this study, so it will be divided into:

1. First search: The nature of the falsity in the pre-emption case and the conditions for claiming it.
2. The second search: falsity of the price range in a pre-emption case.

2. What is the falsity in a pre-emption case?

Research on the falsity of the price contracts is one of the important research projects in legal studies. Nevertheless, exposure to the study of the falsity in general requires literature that does not have the scope here in this brief research on the question of falsity of the price in the pre-emption case, so we will address two cases. First: definition of falsity of the price in pre-emption case. Second, we will review the conditions for the claim of falsity of the price through searching into cases that meet the conditions of the falsity in price.

2.1 Definition of the falsity of the price in the pre-emption case:

The falsity is achieved when the two contractors consider their apparent contract to the last hidden, as the hidden contract is the real and effective contract between the contractors. Therefore, the falsity occurs whenever there is an apparent legal act that is hidden behind another legal act that is confined between the contractors, which would modify or cancel the apparent contract, therefore, is the creation of something that violates the truth. It is a legal term that has its roots in the image, i.e. copy, and what appears to the non-conduct of the contractors is only a picture, not a fact (Sultan, 1980).

By dropping the falsity meanings on the falsity of the price in the pre-emption case, the falsity of the price is specifically intended that the price covered by the contractors shall be a fictional and unreal price, that is, an apparent price concealed by a hidden agreement between the seller and the buyer, so that a price for a piece of land shall be included in the registered sales contract The Land Department has different and does not correspond to the actual or real price at which the sale was made. Therefore, in order for the pre-emptor to verify the availability of the falsity status as consent, the following should be considered:

- 1- There should be an official sales contract.
- 2- The amount for the sale must be recorded in The Department of Land a certain amount.
- 3- There must be another real amount other than the amount included in the official contract.
- 4- The intention is to impede the pre-emptor, i.e., to increase and exaggerate the price of the property sold (Al-Far, 2005).

It is worth asking here about the position of the pre-emptor in the case of falsity, whether the pre-emptor is only bound by the real price, and what if s/he is in the case of holding on to the falsity of the price, and how can the actual price be proven? All these questions will be discussed in the study.

The fact that the case of falsity of the price is based on what we have presented here casts a shadow over many of the steps and procedures that meet the directness of the pre-emptor to the pre-emption case. The pre-emptor has an audible claim unless s/he deposits the price as we will see later in this research, and since depositing the price is the most prominent obligation placed on the pre-emptor, the falsity affects this obligation. Thereby, following the practice of right to pre-emption when a state of falsity arises, and how he can overcome this unfairness that may be inflicted on him/her as a result of the arbitrariness of the contracting parties and their exaggeration of the price mentioned in the sales contract, all of these issues will be the subject of an extensive study in the coming pages. (Consider: Act (2) of the law amending the provisions relating to immovable property, in its paragraph (1/e) “The plaintiff of pre-emption or priority when filing his case shall deposit in the court’s fund the price mentioned in the sale contract or submit a bank guarantee of its amount.”).

In view of the statistics issued by the Jordanian courts concerning Al-Shariah, the following table shows the number of cases filed in the Hashemite Kingdom of Jordan.

| Number of Cases Filed | Year |
|-----------------------|------|
| 21% | 2010 |
| 15% | 2013 |
| 9% | 2016 |
| 14% | 2019 |
| 0% | 2023 |

In figure 1, we display the percentage of moot cases registered in Jordanian courts during previous years compared to this year. We find that no lawsuits were registered this year as a result of the legislation of the real Estate Property Law, which stipulates that fictitious lawsuits are not heard in real estate registered in the real estate registry.

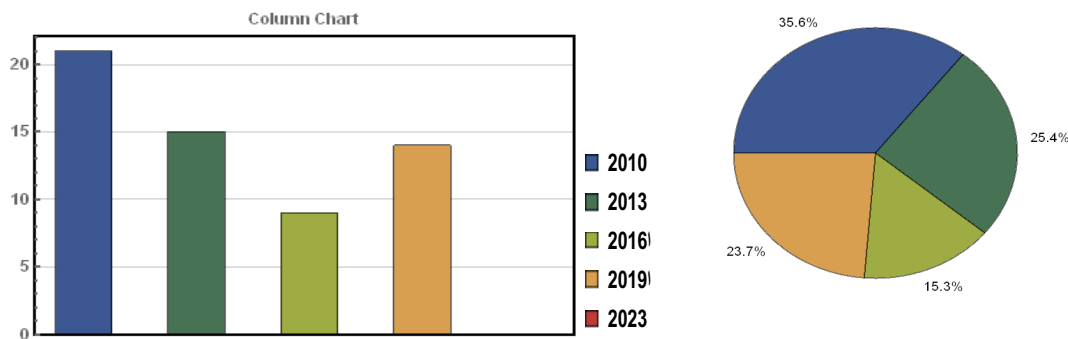


Fig. 1: The percentage of moot cases registered in Jordanian courts during previous years

2.2 The terms of the claim in the falsity of the price on pre-emption case

Legal studies that dealt with falsity in general have established that the image is carried out in three types: first, the legal falsity, which is the case in which the image responds to the whole legal conduct so that the apparent conduct is hidden behind another act that completely abolishes it, and second: present falsity, which is the case in which the responds to one aspect of the contract, such as in the contract of the undercover party behind a sales contract, and the third, which is what has been termed as falsity of the price, which is the case of conduct in the name of a person who is not the meaning of it, these three

types are not the direct subject of our study in this research except To the extent that it is correct to say that the falsity in the pre-emption case is one of the second type, which is relative as it reacts to the price which is an aspect of the sales contract (Sultan, 1980p. 154).

The allegation of the falsity, although it has the legal formality that must be answered, however, there must be a number of conditions in order for the emption to claim the falsity of the price in the case. These conditions are general conditions related to the public image and the general types of the falsity, including the link to the privacy of the falsity specifically, in the case of pre-emption as we will deal with next.

2.2.1 The allegation of the falsity must be issued by non-contractors:

This requirement is an application and entrenchment of the general rules governing the falsity in general, as the claim of a sham is not accepted by the parties to the contract, as the parties to the contract are in control of the actual contract that they have the will to conclude, and thus article 369 of the Civil Code Jordan states that “if the two contractors cover a real contract after apparent, the contract in force between the contractors and the public successor is the real contract”(Article (369) of the Jordanian Civil Law No. (42) of 1967 AD).

By dropping the provision of this article on the allegation of the falsity of the price in the pre-emption case, we find that the pre-emptor is not a contractor and not a public successor. Therefore, s/he is one of those who do not apply to whom the agreements agreed upon by the two contractors on one hand, and on the other hand, the provisions concerning the falsity in the personal case, which determined the appeal only by increment in price, as we will see which makes the pre-emptor the one who have the right of interest to appeal.

The distinguished Jordanian Court of Cassation, in its decision No. 996/2004, also held that “the pre-emptor is considered to be a third party for the sales contract and may prove that the price contained in the sales contract is not the real price, but a fake price” (Abdel-Rahman, 2016).

It is noted here that there are those who consider that a falsity contract does not appear to be a contract in the legal sense since the will of the parties have not been intended to be concluded (Al-Amrousi, 1999).

2.2.2 There are two contracted parties due to two contracts:

It is understood from this requirement that falsity does not investigate obligations arising out of unilateral will, since unilateral conduct does not require the existence of a contract by mutual consent, but merely towards the will of the disposition to enter into a particular contract. It is not envisaged that the person in the same conduct shall have two will as long as there is no corresponding person in equal rights and obligations, and other contracts binding on both sides, or binding on one side, the falsity is realized whenever we have a prima facie contract that is hidden behind one and another.

2.2.3 Concluding the fake contract and the real contract at the same time:

There should be synchronization between the real contract and the fake contract, so that the time between the two contracts is not understood as a subsequent contract or a modified or nullified contract for the previous one, but the intended synchronization is not synchronized of time itself, so much as it means the synchronization of the existence of mental urbanization between the two contracts. It means that the will of the parties have tended to cover their actual contract with a manifestly unintended contract” (Al-Sanhouri, 2011).

This is evidenced not in conjunction at the same time, but by the exchange of both contracts for the same place, as well as the links between the two contracts and the references they contain to the truth of the concealed contract, as well as the contractual conditions that benefit mental synchronization.

2.2.4 The claim shall be limited to the falsity of the price in order to increase and overstate it:

This requirement is a self-evident requirement for the plaintiff pre-emptor. It is inconceivable to find an appeal from the pre-emptor that the price called the contract is lower than necessary because of the lack of interest than the appeal. However, this requirement is important for the defendant on the pre-emption case, as it does not hold that the price called the contract is low, the claim of a price is a right of the pre-emptor who is the applicant. The claim of the defendant that the price is lower than it is, is not heard against the pre-emptor but it is heard against the seller in a suit that is substituted and the subject matter. The origin in this condition is that the falsity challenge In the conduct of real estate, it is not permissible as a public asset, and that the possibility of proof of falsity in the price in the first instance. (Judges2019)

is only an exception due to a project, which is to prevent the collusion of the seller and the buyer with a view to preventing the intercept from exercising the right of pre-emption (Al-Obaidi, Hadi, 2017, pp. 150 and 152).

2.2.5 The falsity of the price is to be invoked immediately after a pre-emption case is filed:

According to the text of Act 2/1/e of the Law amending the Provisions on Immovable Conditions and Article 1163/2 of the Jordanian Civil Code, the pre-emptor shall deposit in the court's fund when filing claim the price called the contract, as he provides a bank guarantee at the value of the price and, in the event of the case, His price dispute must submit to the court a request requesting an estimate of the amount to be paid. It is noted here that the position of the Jordanian legislator regarding the requirement of depositing the price when filing a petition is identical to that of the legislator in the Real Property Law No. (16) of 2019.12 (See: Article (14) of the new Real Estate Law in Article (14) thereof, which corresponds to the provisions of Article (2) of the law amending the provisions related to immovable funds, which was canceled according to the new law that enters into force on 9/16/2019. without bringing a new ruling on the issue of depositing the price).

In Act (14) paragraph (d), which corresponds exactly to the text of Act (2/1/e) of the Law amending the Provisions on Immovable Funds referred to, and since the statement at the time of filing his claim in both texts indicates synchronization so that the pre-emptor and the plaintiff are bound by the following steps:

A. Real price deposit when filing a lawsuit.

b. In the case of the falsity of the price, an application must be made by the patron of the court to seek an assessment or guarantee of the amount to be deposited.

Accordingly, in its decision No. (90/2010), the Jordanian Court of Cassation ruled that “the failure of the pre-emptor to hold the image of the price immediately leads to the loss of the opportunity to hold the image.” (Cassation of Rights No. (9/10), Chapter (2/7/2010), Adalah Center Publications).

Therefore, the pre-emptor claims not knowing that the price is a visual one, as s/he is supposed to know when accepted to practice the right of pre-emption.

The Jordanian legislator has indicated that the spatial control in adapting the legal relationship between its parties plays a role in international electronic contracts, by occupying an important position in the field of determining the law applicable to the dispute in the electronic contract. (Al-Freihat 2023).

3. The falsity of the price range in the pre-emption case

The range of the falsity of the price in a pre-emption case includes two important areas: The first is the deposit of the price and how to deposit one when there is a falsity claim. This issue will be dealt with in the first claim of this examination. Second, we will review how to prove the falsity of the price and the means of proof it.

3.1 Deposit of the price:

The pre-emption action is based on a set of legal conditions, which are the obligation to exercise the right of the emtor to the pre-emption within a period of thirty days from the date of the sale and official registration. However, the pre-emptor's claim shall not be heard in any case at six months after the registration. This represents the provision of Act (1162/1) of Act 1162/1 of The Civil Code, as well as Article (2/b) and (c) of the Law amending the provisions relating to immovable funds; in conformity with Act 14 of the Jordanian Real Property Law on the basis of reducing the total fall period to (90) days, which is a return to before the last transfer of the law Provisions relating to immovable funds, where the period was three months before it became six months for the new Real Estate Property Law to be refunded to a period of ninety days.

It is pointed out here that the period for the initiation of a petition in the Egyptian Civil Code is 15 days from the date of the official warning, as stipulated in Act (940) of the Egyptian Civil Code (See Article (940) of the Egyptian Civil Code, as well as Articles (1/1162) of the Jordanian Civil Code, Article (14) of the Real Estate Property Law, and Article (2) of the law amending the provisions related to immovable property).

In addition, the pre-emptor must bring proceedings before the competent court of first instance, and these conditions represent the general conditions of the pre-emption case. The deposit of the price is the special condition, which is the essence of the study in this requirement in terms of indicating the importance of depositing the price, what the delay in raising the price, and what issues are required the pre-emptor shall consider them when claiming to have falsity of the price? (Al-Obeidi, reference, p. 148)

The origin in the pre-emption case is that the pre-emptor claimant at the time of filing its claim deposit the price named in the sales contract of the Court Fund, since the filing of a bank bond at the price named results from the non-pricing of that asset, and the dismissal of the pre-emptor action by default of a material claim clause, but the seller may operate The buyer is to collusion in such a way that they register the sales contract at a price that exceeds the real price in order to hinder the pre-emptor and prevent him/her from exercising his right of Tran sponsorship. How can the pre-emptor bypass this asset of

requiring the deposit of the price called the contract or provide a bank guarantee to do so?

In order to answer this question, it is necessary to review the text of Act 1163 of the Jordanian Civil Code, which states that “each dispute concerning the real price of the property is settled and shall give the intercession a month to pay what she asks for payment, otherwise his intercede will be invalidated.”(Article 1162/2 of the Jordanian Civil Code).

Under this provision, the competent court, the court of first instance, is mandated to adjudicate every real price dispute, with the court having the power to give the pre-emptor one month to pay what it initially decides to pay.

The provision of this article highlights Act2/e of the Act amending the Provisions relating to Immovable Funds, which stipulates that “the prosecutor shall submit his/her claim to deposit in the court fund the price mentioned in the sales contract, providing a bank guarantee in its amount, and in the event that the price is claimed. mentioned in the contract is greater than the real price, or the example allowance, and the court shall estimate the amount to be deposited or guaranty provided that this does not affect his or her right to recover more than the real price or an allowance for such amount.”(Article (2) of Law No. (51) of 1958 amending the provisions relating to immovable property).

This article corresponds to Act (14) paragraph (d) of the new Real Property Law, which states that “when filing the claim, the prosecutor shall deposit in the court's box the price named in the sales contract, to provide a bank guarantee in the amount of the contract in the event that the price named in the contract is claimed In excess of the real price, the Court shall estimate the amount to be deposited, or provide security provided that this does not affect his or her right to recover more than the real price, and the Court may rule on the Chamber's limitations.”(See: Article (14) of the new real estate property law).

It may be pointed out that new in the Real Property Law is to give the court the right to invoke the restrictions of the Land and Area Department when assessing the amount to be concluded, or to provide bail around it, which the courts used to do without being explicitly enshrined in the text.

It follows from the legal provisions dealing with the deposit of the price that the Court of First Instance is competent to dispute the price. The legislator is entrusted with the task of adjudicating each dispute concerning the price, as well as assessing the amount to be paid and pleading how to pay whether it is cash in the court's fund or bank guarantee. The legislator of the Special Rules states that the dispute is one of the increases in the price, as the pre-emptor prosecutor who complains of excessive price, must apply to the court of first instance when registering a personal claim requesting an estimate of the amount to be paid, or to provide bank bail in its amount in conjunction with the appeal that the price is not a real price, and that my pictures are hidden behind the real price that was actually made under the sale. It is incumbent upon the court to consider the allegation of the falsity, decide the amount actually to be paid and may give the pre-emptor one month to carry it out. The pre-emptor shall take into account the following lines:

- 1- To file a falsity claim immediately after the case is filed.
- 2- to deposit an amount decided by the Court (Mansour, Alexandria, 2004, p. 222).

Compared to the Egyptian legislator, we find that the Egyptian legislator has given the pre-emptor the right to declare desire, which is addressed to the seller and the buyer within fifteen days. The deposit must be made within thirty days from the date of the official errors, so that all the real price obtained by the sale shall be deposited in the court treasury, taking into account Such a deposit shall be made prior to the filing of pre-emptor case” (Qasim, 2008, pp. 258 and 259).

Thus, the deposit of the price according to the Egyptian legislator shall be before the filing of the pre-emption and within thirty days of the announcement of the desire to deposit the amount to the buyer and the seller by means of an official notification and that the deposit is for the full real price referred to by the per-emptor in the official notification. In all ways of proof, the researcher believes that the position of the Egyptian legislator is characterized by a lack of clarity and created procedures outside the scope of the pre-emption case, such as notification and filing before filing a lawsuit. This makes the Jordanian legislator's position clearer than it. However, any Egyptian legislator has expanded the means of proving the real price, as we will see later.

In order to supplement the allegation's motion, the following question arises: What form does the pre-emptor have to make a falsity case? Is it submitted as an independent application?? Or an application for the original claim???

In reviewing the legal texts mentioned earlier, we find that the Jordanian legislator did not impose a specific form through which the falsity plaintiff must submit the claim, which is understood that the pre-emptor is free to take the form he deems appropriate, whether it replies in the form of an independent application, a subordinate request or in the form of an independent application or a subordinate request or in However, concurrency must be observed so that the pre-emptor shall be mentioned and adhered to in the law of the case and requests the intervention of the court to consider the allegation of falsity and assess the amount to be deposited in principle.(See the previous texts (1162) of the Civil Code, as well as Article (2) of the amended law and the provisions related to immovable funds and Article (14) of the new Real Estate Law).

Another question arises as to the limits of the court's competence to assess the due price and its value when there is a falsity claim? Are there limited controls that the court must observe? Has the court recourse to experience? What about the position of the Jordanian legislator in the new real property law, and has taken a more position Clear?

The legal texts did not address this issue, nor could the court conduct experience during the early life of the proceedings, and since the court's assessment of the price to be deposited does not adversely or positively affect the price to be paid later when the real price is established after resorting to the specific means of proof that it will be exposed to in the next examination. As this is the case, there is no trace of the court's assessment of the price to be deposited when it considers a falsity claim and that the court's action is only a regulatory action within the controls of self-control of the court, with the obsession of justice Not to overwork the pre-emptor and the harmonization between the price called in the contract and the price claimed by the pre-emptor. It was stated in the real property law and within the provisions of Act 14/d at the end of the paragraph "The court may invoke the contracts of the Chamber on this matter", that is, the court requests that the estimated value be viewed in a chamber. lands, as well as recent sales adjacent to or received on the same lot" (See: Article 14/d of the new Jordanian Real Estate Law, which will enter into force on 9/16/2019 AD, "which added the aforementioned paragraph in addition to what was in the text of Article 7/2/e of the law amending the provisions related to immovable funds, and that With the aim of finding guiding controls for the court when estimating the price to be deposited).

3.2 Proving the falsity of the price in the pre-emption and the effect of the proof of the falsity:

The falsity of the of the property price is evidenced by written evidence reinforced by evidence, which indicates an exaggeration of the price, as we have seen, the claim of falsity of the price, as we have seen, is a right of the pre-emptor limited by challenging that the price is excessive, intended to be unable to take the presumption, and to prove the pre-emption when it does not deal with the presentation of evidence The real price that the seller and the buyer will see as far as it traded to the effect that the price called the contract is a price of amounts that he understands and exceeds the real value of the property sold (Al-Obaidi reference, pages 149, 150, and 151) .

The difficulty of proving the falsity in the fact that the price is one of the most successful statements for an official sale contract registered with the competent Land Department. How can the statement be substantiated? Do they support the general rules in substantiating this issue? What is the position of the Supreme Court on this?

Referring to the Jordanian Evidence Law, we find that the legislator in Act 2 of the law has defined the means of proof as written evidence, testimony, acknowledgement, inspection and experience, as specific means of establishing facts. All people, unless it is found to be falsified, with an exception regarding the statements made by the concerned persons organized by the competent official. They are considered to be one of the issues that accept evidence as a reflection of the statement of the price of the property (In this regard, see the text of Article 2 and Article 7/1 of the Jordanian Evidence Law No. 20 of 1952 AD, and its amendments published in Issue No. (1108) of the Official Gazette, dated 5/17/1952 AD).

Reviewing the decisions of the Jordanian Court of Cassation, we find that the Court has settled on the following means of proving the falsity of the price in the pre-emption case:

1. Personal evidence enhanced by clues.
2. Technical expertise to reach the real price, that is, the Court does not have direct access to expertise, nor is it content with personal evidence without evidence. Here, the point is necessary to clarify what is meant by the evidence??
 1. Leads means evidence based on deduction, in such a way that a fact is demonstrated through the establishment of another fact, (Al-Qudah, 2019, pp. 250-258) based on the extent to which the two facts are to be demonstrated based on the evidence of one of them ⁽³⁾, as in the base price approved by the Land Department for fee purposes, as in the sale of adjacent land plots, and as in previous court experience reports for auctions of adjacent land, all these matters are evidence within the meaning of the Act Evidence in Civil Materials. The field of proof of image here is not limited to evidence, but this must be reinforced by personal evidence. Personal evidence is accepted to prove the price and exaggeration by the seller and the buyer, as this method is a fact that accepts proof in such a way as a departure from the restrictions established by the legislator on the testimony of witnesses. If there is a written document (Mubarak, p. 144). This exception is justified, since the disruption of witness testimony by the presence of a written document would deprive the pre-emptor in a from exercising the right of pre-emption; although the legislator has specified cases in which evidence may be established exclusively, the acceptance of evidence-based witness testimony to prove the falsity in a case is a limited exception because the legislator did not accept the certificate alone, but rather linked this to the existence of evidence that would make the certificate valuable.(Al-Qudah,).

In line with this, the Jordanian Court of Cassation, in its decision No. (696/2004), ruled that the sale contract that is made before the Land Registration Department is discriminated against, although it is official attribution. However, some of its data are written from the competent employee on the basis of the information received by the concerned persons, including that price. The name and such data may be proven to be reversed, and the pre-emptor is distinguished from third parties to the sales contract. He may prove that the price contained in the sales contract is not the real price of the eye, but is a fake price agreed by the seller and the buyer in order to prevent the pre-emptor from taking it, so it is stable. Such a representation may be substantiated by personal evidence if there is evidence of the validity of this claim and that the pre-emptor's claim of falsity of the price must be substantiated by these two means of proof." (Honorable Court of Cassation Decision No. 696/2004, issued on 8/17/2004, Adalah Center Publications).

In a further decision no. (2283/2013), the Jordanian Court of Cassation ruled that "proof of the falsity case in the pre-emption is based on two means. The first is a kind of evidence that the price called the contract is unreal and exaggerated, and the second is a personal indication of the amount of real price that the two contractors will see. It is not useful to prove the price by experience alone because the case relates to the right of preemption rather than the right of priority." (Decisions of the Jordanian Court of Cassation No. 2283/2013 dated 9/29/2013 Adalah publications).

The decision of the Jordanian Court of Cassation No. (392/2008) states that "it is certain that, in the first instance, the holder of the right of the pre-emption has the right to prove that the price called the contract increases the real price agreed upon between the contractors to deprive him of initiating the pre-emption case, and it is also stable that the buyer, at the time does not have the right to claim that the price called the contract is less than the real price, since such a claim is not heard, because the buyer's resort to reducing the price to avoid payment of fees is not legally permissible, and he cannot recover from this work other than project" (Decisions of the Jordanian Court of Cassation No. 392/2008 issued on 6/10/2008, Adalah Center Publications).

From the presentation of previous resolutions, we conclude the following:

- 1- That the falsity of the price is proven by personal evidence reinforced by clues.
- 2- Experience is not accepted alone to reach the real price.
- 3- Adhering to falsity is the right of the pre-emptor and the defendant buyer may not claim falsity.

The question is asked here after proofing falsity about the effect of establishing falsity of the price in the sales contract required from the unit, the shop of sale?

The researchers believe that the effects that occur on the imposition of the image in the falsity of the price are the following:

1. The price reached by the court becomes the real price on the basis of which the pre-emptor is to own the property.
2. The plaintiff's pre-emptor is required to make the difference between what the court could when considering the claim of a falsity claim and between the price reached, if there is any such difference. This is the concept of violation of the provisions Act(12/e) of the Law amending the Provisions relating to Immovable Property, and Act 14/d of the new real property law.
3. The pre-emptor shall have the right to recover the increase between the court's ability when examining the falsity application, and its real price in accordance with the provisions of Act (2/e), that is, in the sense of consent to the referred paragraph of the Law amending the Provisions on Immovable Funds as well as Act 14/D of the Act New real estate ownership.
4. It is incumbent upon the pre-emptor of the drawing difference to achieve what is referred to in the second section above (Consider the provisions of Article (2) of the Amendment Law for Provisions Related to Immovable Funds, as well as Article 14/d of the Real Estate Property Law, which determined the impact of a sham request and gave approximate results on proving the sham price)

4. Conclusion

The allegation of price falsity in pre-emption cases plays a crucial role in safeguarding pre-emptors against fraudulent attempts by buyers to evade pre-emption rights. Buyers often increase the price of the shared quota to hinder rightful partners from exercising their pre-emption rights. Our findings indicate that pre-emptors possess the right to challenge price falsity when there is an increase in the price. They can approach the court of first instance by filing a personal claim, requesting an estimation of the payable amount, or by providing a bank guarantee equivalent to the disputed amount while contesting the price's authenticity. It is evident that the court must thoroughly examine the allegation of falsity and determine the actual amount to be paid, potentially granting the pre-emptor a one-month period for compliance. In conclusion, the study highlights the pre-emptors' entitlement to challenge price increases despite the absence of explicit legal guidelines. It underscores that the price stated in sales contracts does not bind the pre-emptor or the court, even if notarized. The study recommends that the legislature clearly define the payment requirements and acknowledge false appeals as urgent applications. Furthermore, it

suggests establishing criteria for acceptable evidence, such as written documentation, testimonies, and expert opinions, to substantiate allegations of price falsity.

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