



THE LEGAL STATUS OF THE SUBCONTRACTOR IN THE FIELD OF THE CONTRACTUAL GROUP

Hayder Awad Hammadi ¹, Hakim Jubayr Hanun ²

^{1,2} law department, College of law, the islamic university, Najaf, Iraq

haider_awad@iunajaf.edu.iq ¹, Hakim.Jubeir@iunajaf.edu.iq ²

Article history:	Abstract:
Received: October 20 th 2021 Accepted: November 20 th 2021 Published: December 30 th 2021	<p>Under the contracting contract, the business contracts with a project worker to promise the last option to play out a specific work towards the first, however the worker for hire might allot this work to someone else to finish it or add to it, and subsequently the primary worker for hire contracts with the second worker for hire with another agreement whose gatherings are the principal worker for hire who recently contracted with The business, and the second project worker who is a (subcontractor), so we have two agreements, the first contracting contract, which is the main agreement between the principal project worker and the business, and a subcontracting contract between the primary project worker and the subsequent worker for hire (the subcontractor), and as per a relative standard The impact of the agreement, the sub-worker for hire is viewed as an outsider for the principal contract, so the sub-project worker can't request the business in his name to carry out his commitments forced on him by the main (unique) contracting contract.</p> <p>The issue of this examination lies in changing the legitimate status of the subcontractor, from being unique about the primary agreement (the first contracting contract) to someone else who plays a part in the execution of this agreement, even though he didn't take part in its decision, and that the chance of the subcontractor's intercession is conceivable based on The possibility of the nodal bunch that depends on the unit of the spot of agreements, that is, it depends on a progression of agreements wherein those agreements are supplanted by one, and along these lines the situation of the subcontractor changes from being a change from the agreement to a supporter of its execution, that is, he plays a part in the execution period of the agreement regardless of being He didn't add to its decision.</p>

Keywords: Subcontractor, contract group, legal status, tort liability, French law and Iraqi civil law.

INTRODUCTION

An individual might contract with someone else on an agreement called the contracting contract, appropriately, common commitments and freedoms emerge between the business and the worker for hire, yet the worker for hire, thus, may allocate all or some portion of his contracting work to someone else, and along these lines, another agreement emerges for us, which is the contracting contract from The subcontract contrasts from the first agreement in quite a while of its people, as the main agreement (the first contracting contract) is finished up between the business and the principal worker for hire (the first project worker), while the subcontracting contract is closed between the primary worker for hire (the first worker for hire) and the auxiliary worker for hire (the subcontractor). In any case, there is something in like

manner between the two agreements, which is the subject of the agreement, as both the first contracting contract and the subcontracting contract have one spot and a shared objective. , which prompts making the gatherings to a similar agreement gathering to the legally binding total.

That the subcontractor is viewed as an outsider comparable to the first contracting contract, as he didn't add to its foundation, and hence the issue emerges that should be considered, unveiled and afterwards tended to, through the possibility of the nodal bunch, as per a relativistic standard of the impact of the agreement, the impacts of the agreement don't go out but to its gatherings, without To rise above it to other people, and that this standard might be found in the laws either in an express structure or in a non-unequivocal structure. In the



Iraqi law, the Iraqi official didn't give an express text showing that standard, however was happy with what was specified in Article 142 of the Iraqi Common Code by saying: The impact of the agreement on the contracting parties and the overall replacement without bias to the guidelines identified with legacy, except if it turns out to be obvious from the agreement or from the idea of the exchange or from an arrangement in the law that this impact doesn't go to the general successor." Article (1165) of the French Common Code of 1804 specifies that "arrangements have impact just between the contracting parties, as they don't hurt or carry advantage to non-contracting parties, besides for the situation demonstrated in Article 1121 of the specification in light of a legitimate concern for other people"; Yet it is feasible for the subcontractor to mediate here in the execution of the first agreement, despite the fact that he isn't involved with it, as per the possibility of the gathering of agreements (the nodal bunch) that necessitates that their place be one, and this applies to the subcontracting contract that is related with the first contracting contract as a unit¹. The significance of this issue isn't unimportant. We think that it is in the passageways of the legal executive, as we see that many cases are brought under the steady gaze of the courts identified with this issue. In light of the significance of this theme, this exploration has been separated into two areas. In the main segment, we talk about the meaning of the subcontracting contract and the authoritative gathering, and in the subsequent segment, the impacts of the subcontractor's mediation in the execution of the first agreement.

THE FIRST TOPIC

Introducing the subcontracting contract and the contract group

There is a cosy connection between the subcontracting and the legally binding gathering for sure is known as the authoritative family, as the subcontracting as an agreement tracks down its extension inside the possibility of the authoritative gathering. Appropriately, we will isolate this theme into two requests, in the main we manage the meaning of the subcontracting contract, and in the subsequent, we manage the meaning of the legally binding gathering

THE FIRST REQUIREMENT

Introduction to subcontracting

Subcontracting accepts the presence of two particular agreements that are autonomous of one another. The primary agreement is the first contracting contract closed between the business and the first project worker, and the subsequent

agreement is the subcontracting contract, which is fundamentally ensuing to the first contracting contract, finished up between the first work for hire, and another worker for hire is the worker for hire from The subcontract, and notwithstanding the freedom of every one of the two agreements, the first contracting contract and the subcontracting contract from the other agreement, as far as its decision and as far as its people, they share in the topic of the agreement, which is to play out a particular work to help the business, which is the thing that endows its execution in entire or partially. Some portion of it is eventually moved to the subcontractor, and because there is no immediate agreement between the business and the subcontractor, there are no immediate authoritative relations between them - as per the beginning – so the business doesn't reserve the option to request in his name the subcontractor to carry out the agreement, and the subcontractor doesn't reserve the privilege to In his name, the business requests the execution of his commitments forced on him by the first contracting contract, implying that the subcontractor (non-worker for hire) is unfamiliar to the first agreement closed between the business and the first project worker, and thusly the impacts of the agreement as per a relativistic standard have the impact of For an agreement that you don't surrender, as he didn't partake in its decision, then again, actually the subcontractor might meddle in its execution to be involved with the agreement. This is the thing that we will clarify in two segments. In the principal area, we will examine the meaning of a subcontracting contract, and in the subsequent segment, we will talk about the attributes of a subcontracting contract.

FIRST BRANCH

Definition of a subcontracting contract

The French common law didn't characterize the contracting contract autonomously without help from anyone else, yet rather characterized it blended in with the two agreements of rent and work, and thought of it as a kind of rent. Furthermore, the present circumstance proceeded until the issuance of Law No. (75-1334) gave on December 31, 1975, which affirmed the authenticity of this agreement and coordinated its arrangements. The French lawmaker in this field was not unique about the situation of the Iraqi administrator, as the last option coordinated the subcontracting contract. In Article (882) of the Iraqi Common Code, he didn't characterize this agreement like what he did in his meaning of the contracting contract in Article (864) ².

The issue of definitions is positively not from the administrator's assignment, as the lawmaker's



essential undertaking is to set general arrangements and rules, not to set definitions, passing on this errand to the law specialists to set the suitable definitions. We observe that the law specialists have looked for a fitting meaning of the subcontracting contract. Some characterized it as (the agreement under which the project worker who is endowed with the execution of work manages one more worker for hire to carry out the entire or part of the work). Another viewpoint characterized it as "an agreement depended by one of the project workers to a subsequent worker for hire called the subcontractor to execute the first agreement or acquire an advantage emerging from the first agreement, which is situated in its reality, degree and term on the first agreement as to the justification for its reality". The subcontracting contract was likewise characterized as "that agreement where the worker for hire endows an individual unfamiliar to the contracting contract called the subcontractor to do all or a portion of the works shared with him" ³.

It is noted from all that, that these definitions centre around a significant issue, which is the admissibility of the first project worker who has been dependent on doing specific work with a second project worker who is endowed with similar work, all or part of it, and affirms that the subcontracting can just happen as an agreement finished up between The first project worker and the sub-project worker, and this agreement has similar qualities as the first agreement between the business and the first project worker. The last option, in his relationship with the subcontractor, is portrayed by the limit of the business, while in his relationship with the genuine manager, the limit of the worker for hire is set up for him ⁴.

The first work for hire who wishes to manage one more project worker to finish the work shared with him should come full circle this arrangement in an agreement that controls the legitimate relationship that emerges between the first project worker and the sub-worker for hire, on one side and then again, the first project worker regularly turns to manage the other project worker to finish the work shared with him, particularly in enormous agreements that require concurrence with a few subcontractors to finish the different works that fall into these agreements, and the first project worker has the errand of planning the works between these project workers with whom he bargains. It is quite important here that sub-contracts are just those agreements that are closed when one of the gatherings to the agreement wishes to lessen or rather moderate the commitments forced on him, which he should carry out, which are connected to the primary understanding - the first - and don't surpass it

in its substance, cutoff points or term ⁵, and this applies to the subcontracting contract, as it is noted here the propensity to make the capacity of this agreement as a way to execute the first agreement.

SECOND BRANCH

Characteristics of a subcontracting contract

The primary article of the French Law No. (75-1334) of December 31, 1975, specifies that subcontracting is (the cycle by which one of the projects (workers for hire) is endowed through a subcontracting contract, and under his obligation to someone else called the project worker Subcontracting the execution of all or some portion of the contracting contract or the agreement finished up with the business. It shows up from this text that the subcontracting is an agreement closed between the first project worker and a subsequent project worker to carry out the first agreement finished up with the business, on this site. Then again, it is noticed that the French administrator has taken on here the assessment which demonstrates that the subcontracting is a way to carry out the first agreement ⁶, as it is noticed that the first project worker depends on the execution of all or part of the work that was settled upon under the first contracting contract with the business, To another subcontractor, and this subsequently affirms that the first agreement and the optional agreement (the subcontract) are identified with the solidarity of the subject. Concerning the Iraqi Common Code, the principal passage of Article (882) specifies that (the worker for hire might endow the execution of the work in entire or to some degree to one more worker for hire in case a condition in the agreement doesn't keep him from doing as such, or on the other hand assuming the idea of the work isn't what should rely upon it. to his adequacy). We comprehend from the above text that the Iraqi official has allowed the project worker who finished up a contracting contract with the business to depend on the work needed to be finished in entire or to some degree to one more worker for hire to finish this work as though he couldn't finish it all alone, except if there is a condition that keeps him from doing as such, and the condition Possibly it is express or certain as though the idea of the work assumes, for instance, dependence on the worker for hire's very own adequacy (10). It is likewise noted in this article that the Iraqi lawmaker has considered the subcontractor the limit of the project's work for hire, and he was additionally called the limit of the second project worker in Article (883) ⁷.

It additionally turns out to be obvious to us that when the Iraqi lawmaker allowed the first work for hire to share the execution of the work being referred



to with one more project worker under a subsequent agreement, the subcontracting contract, to complete the work in his place, he thought about that the work requires skill and high productivity that requires the determination of a contracting contract from The subcontract, as this agreement is one of the methods for participation in development projects, as the assortment of goals of the first work for hire push him to depend on it to carry out a piece of the work that he is focused on despite the employer, and this shows that the subcontracting contract is just a way to carry out the unique agreement.

It ought to be noted here that the obstruction of the non-worker for hire (the subcontractor) in the execution of the first agreement or a piece of it, should be an immediate intercession. Concluding that the finish of the first project working with one more worker for hire to an agreement under which the other project worker attempts to supply power or lease air blowers or cranes with their drivers, isn't adequate to say that there is a subcontracting, as this is only the presentation or supply of administrations that address a contracting contract, yet it isn't straightforwardly identified with the execution of the first agreement, These administrations are a way to help the first project worker carry out his commitments himself, and the last option didn't forsake the execution in entire or to some extent ⁸ and accordingly, the connection between the sub-contract and the first agreement should be accomplished, by including the sub-project worker in the execution of the first agreement in entire or to some degree. The first agreement and the sub-contract expect the subjectivity and solidarity of the subject (the shop) and its solidarity. The sub-project worker should perform work on the site, by which he mediates in the execution of the first agreement, and the subjectivity of the subject implies that the agreement is returned either on a particular land or the structure under development, so The subcontract finishes the first agreement ⁹.

THE SECOND REQUIREMENT

Introducing the streptococcus group

The possibility of the nodal bunch is addressed within the sight of a progression of agreements that have one spot, that is, they are depicted by the unit of the agreement, making the gatherings to the one agreement gatherings to the nodal complete, and subsequently some might mistake them for the complicated agreement, and appropriately we will isolate this necessity into two branches that we manage in the principal segment definition The streptococcal gathering, and we examine in the second

area the qualification of the streptococcus bunch from the perplexing hubs.

FIRST BRANCH

The definition of the streptococcus group

The possibility of the nodal bunch is one of the significant thoughts that has had an incredible effect among lawful statutes, as it would shift the direction of contracting cases and their execution. This hypothesis has become one of the necessities that the pragmatic reality calls for. Monetary life and the advancement it has seen are among the significant variables that called for intercession among the interests of various individuals, to arrive at financial objectives, which are extremely challenging to accomplish in case those authoritative relations were Between the contracting parties is basic, and there is no requirement for the presence of at least two agreements to accomplish that end, and thusly this hypothesis depends on a monetary idea, put inside a lawful degree ¹⁰. The nodal bunch hypothesis returns to French law, as the freedom of An agreement is unique with different agreements that are not understood assuming there is a nearby interrelationship between them.

This hypothesis doesn't struggle with a relativistic guideline that influences the agreement. Concerning affirmation of the case of liability by guaranteeing the authoritative obligation that is accomplished among the people of the legally binding gathering, it might prompt keeping up with the fairness and equilibrium radiating from the agreement and to which the desire of the gatherings has directed¹¹, this hypothesis is a legitimate hypothesis dependent on a gathering of agreements in a single agreement, which involves new lawful outcomes, that would make lawful arrangements that are viable with our present reality, and emerge to accomplish one objective, which organizes a sort of close association between those agreements, as it is viewed as an incorporated unit, hard to isolate among them and go up against every one of the A different agreement, for example, a deal followed by progressive agreements on exactly the same thing, given that the gatherings to those agreements are not gatherings to one agreement, but instead they are gatherings to the legally binding aggregate, and thusly the principles of legally binding risk are applied to them , as this hypothesis depends on the presence of rings It is interconnected and progressive, comprising of agreements identified with a certain something ¹².

The gatherings to this gathering are not viewed as outsiders for every one of the interrelated agreements inside that gathering. The outsider to the agreement is outside the extent of the gathering, and



the outsider here is the third individual who has an interest in closing the authoritative relationship. The last option is recognized by being involved with an agreement. It is related with one more agreement or more than one agreement to shape a nodal bunch, and consequently the portrayal of the third individual can't be dropped for this individual, since he has a place with that gathering comprising of a few agreements, and he can't be thought of as totally unfamiliar to the agreement, as he can't remain without. It meddles in the execution of the agreement, and simultaneously the standard of relativity¹³ isn't applied to it. The standard of the relativity of effect should be applied in its specialized sense and not in its conventional idea, so the use of this standard is proportionate with the improvements of financial reality and from the idea of the standard relative effect of the agreement, we find that the individual. The person who didn't partake in the finish of the agreement isn't viewed as involved with it, however in any case, this standard doesn't keep the individual from being viewed as involved with it, in case of his impedance in its implementation¹⁴, and this discussion might be accomplished in the series of homogeneous agreements, that is, the gathering wherein there are contracts. Progressive agreements of a similar legitimate nature, as in the agreement of offer progressive, without being accomplished in a progression of heterogeneous agreements, whose agreements contrast as far as their lawful nature, that is, each agreement has an alternate responsibility from the other¹⁵.

SECOND BRANCH

Distinguishing the streptococcus group from the complex nodes

It appears to us that both the nodal bunch and the mind-boggling contract incorporate a few agreements and not one agreement. Notwithstanding that, there are contrasts between them; Concerning the authoritative gathering, we track down that there is more than one agreement, for example, it comprises of two agreements or a gathering of agreements¹⁶, in the sub-contract, there are two agreements: the first is the first agreement closed between the business and the primary worker for hire, and the subsequent agreement was finished up between the principal project worker and the project worker. The second, and in the progressive deal additionally comprising of progressive agreements; Concerning the mind-boggling contract, even though it contains numerous legitimate activities, it is completely one agreement¹⁷, as in the agreement closed between the inn proprietor and the visitor, as it is an absolute that incorporates a

tenant agreement for the room, a work contract for the help, and a deal contract for the for food, and a store contract for baggage¹⁸.

The nodal bunch, each agreement in it is like the other agreement in the objective, which is addressed here in the monetary objective that is converted into a lawful objective in the nodal group, it has one objective, as in the nodal alliance, which is a gathering of agreements with one reason. The rent deal contract, on the event of which the lessor assumes a significant part in closing both the deal and the rent contract¹⁹, as its primary goal is the financing unbiased as it is a gotten financing procedure, and the compound agreement is a solitary agreement that accomplishes a few targets. Different agreements²⁰, as in the agreement finished up between the performance centre proprietor and the crowd, incorporates a tenant agreement for the seat, and a work contract for the play²¹.

We likewise find that the nodal bunch has one locus; There are progressive sequential agreements that are identified with one spot, for example, joint in a similar shop, which makes these agreements connected. Progressive deals are connected in one spot. It very well might be spread from the principal contract with the very spot that might be referenced in the subsequent agreement, so they are joined as far as a similar spot, as in the sub-contract²², while the compound agreement, regardless of whether it is an agreement with various legitimate relations, yet it has numerous areas and not one area, As in the inn contract, which contains a few distinct shops.

The worker for hire may not do the work himself, yet contracts with one more project worker to finish the agreement, and afterwards, we will have two agreements: the principal contracting contract between the first work for hire and the business, and one more agreement between the first work for hire and the sub-worker for hire with the relationship staying between the first project worker and the business, and regardless of The autonomy of the two agreements as far as their development, however, they are connected by material monetary ties as they share one place and have a similar nature²³, and as indicated by the possibility of the legally binding gathering, the subcontractor isn't viewed as an outsider according to the first agreement closed between the first project worker and the business, as the subcontractor here is viewed as involved with an agreement that is identified with his agreement with the first work for hire. The entrepreneur and the subcontractor are not gatherings to an agreement, however, they might be viewed as gatherings to a



similar monetary interaction, and this might be an immediate connection between them, which prompts the chance of executing Agreement by a non-project worker.

THE SECOND TOPIC

Raised the interference of the subcontractor in the implementation of the original contract

The capacity of the subcontracting contract, which is a method for carrying out the first agreement, involves the chance of the subcontractor (non-worker for hire) meddling in the execution of this agreement, yet does this intercession prompt the last option supplanting the first work for hire (the first work for hire), and is the subcontractor portrayed as a worker for hire Or does he meddle with the execution of the agreement while he remains another person? This is the thing that we will appear through the impacts of the subcontractor's impedance in the execution of the first agreement, as we will manage the subcontractor joining the legally binding relationship in the main necessity, then, at that point, we will address the obligation of the first work for hire towards the business in the subsequent prerequisite.

THE FIRST REQUIREMENT

Subcontractor joining the contractual relationship

The first contracting contract closed between the business and the first worker for hire, its belongings are restricted to them when in doubt, as the impacts of this agreement don't go to someone else as indicated by the relativistic standard of the impact of the agreement, however, the sub-worker for hire can join the gatherings to the first agreement to meddle in its execution, and it is additionally conceivable to Coordinate activity against the business, and along these lines, the subcontractor might supplant the first project worker. Likewise, we will isolate this prerequisite into two areas. We manage the plan of action to the business by direct activity in the main segment, and we will manage the subcontractor supplanting the first work for hire in the subsequent area.

FIRST BRANCH

Refer to the employer with a direct lawsuit

There is no immediate connection between the subcontractor and the business as far as beginning, because of the shortfall of a legally binding connection between the two, however, the first project worker is connected to the subcontractor in an immediate relationship as indicated by the contracting contract among them, and the first project worker is likewise connected to the business in an immediate relationship under the first contracting contract, and subsequently,

The subcontracting contract requires the business to execute his commitments as per the first contracting agreement, and he can even case these commitments as per the overall principles, that is, through a circuitous claim, so he utilizes them for the sake of his city (the first project worker) and his record. Executing his commitment as per the subcontracting contract, besides by backhanded action²⁴.

Nonetheless, the administrator has withdrawn from this guideline, as Article (1798) was taken by a French common claim, however, made it restricted to the specialist in the plan of action to the business to guarantee the freedoms of the first work for hire. The claim incorporates manufacturers, craftsmen and other workers²⁵, then again, actually Article (6) of French Law No. (75-1334) dated December 31, 1975, gave the subcontractor an immediate claim against the business, which expressed (1-The project worker from The subcontractor that has been acknowledged and the terms of satisfaction settled upon by the autonomous entrepreneur will pay him the piece of the arrangement that he got his execution.2-This obligatory instalment regardless of whether the first work for hire was on account of liquidation of his cash or legal repayment or suspension of indictments for a brief time), and along these lines as indicated by this article that immediate instalment Makes an immediate case to the subcontractor as long as the first work for hire's obligation has been frozen starting from the earliest stage for the subcontractor²⁶. For the Iraqi official, it gave the subcontractor an immediate claim against the business, as Article (883) specifies that The subsequent worker for hire and the labourers who worked for the principal project worker in the execution of the work will reserve the privilege to guarantee the business straightforwardly for what they owe the worker for hire, given that The sum he owes to the first project worker will not surpass the hour of recording the claim, and the specialists of the subsequent project worker will have such just before both the first project worker and the business²⁷.

SECOND BRANCH

Subcontractor solutions replace the original contractor

The chance of response to an immediate claim against the business addresses an individual arrangement, by which the lender replaces his borrower in recording a claim against the debt holder of his indebted person. the work and the first project worker, albeit not involved with it; As the texts identified with the previously mentioned direct claim give the subcontractor, and the specialists of the first work for hire, the option to document an immediate claim



against the business to request what is demonstrated owed to the first project worker, and that are from the hour of caution these individuals to the business to pay them what is owed to the first work for hire, Accordingly, the subcontractor and the first worker for hire's labourers might accept their wages straightforwardly from the business to the degree that the first work for hire is qualified for, that is, they record this claim in their names, not for the first project worker. Their debt holder, and the business, who is a debt holder of the debt holder of their city²⁸, it was expressed in one of the choices of the French Court of Cassation that (the subcontractor, by request of the law, in case of the disappointment of the first project worker, has an immediate claim against the autonomous employer), and in the Iraqi legal executive In one of its choices, the Government Court of Cassation held that the litigant (the first work for hire) isn't appropriate as a derivation for the discriminator (the sub-sub-worker for hire) to guarantee the privileges of an agreement finished up with the third individual (the sub-worker for hire) who was entered by the court for examination H, who was a specialist for the recognized with an office that doesn't approve him to close lawful activities with the recognized), as this choice came in confirmation of the choice of the Al-Qadisiyah Administrative Allure Court²⁹.

Hence, there is no immediate activity, except if there is a lawful message for its endorsement, as the lawmaker considers the bank a leaser just as his account holder with the right owed by a borrower of his debt holder, yet as an extraordinary right, it is viewed as a legitimate exemption since it addresses a takeoff from the relativistic standard of the impact of the agreement³⁰.

THE SECOND REQUIREMENT

Liability of the original contractor towards the employer

That the subcontractor by meddling with the execution of the agreement and supplanting the first work for hire, doesn't free the last option from his obligation towards the business, as there is no immediate connection between the business and the subcontractor, and accordingly the first work for hire is capable towards the business for his work and for crafted by the subcontractor, Similarly, the sub-worker for hire might go into the execution of the first agreement, however, this doesn't qualify him for the limit of a worker for hire and he holds the limit of an outsider. Considering this, we will separate this necessity into two segments, managing the obligation of the first project worker for crafted by the

subcontractor in the main segment, and managing the subcontractor's maintenance of outsiders in the subsequent area.

FIRST BRANCH

Responsibility of the original contractor for the work of the subcontractor

The connection between the first worker for hire and the subcontractor is as old as the relationship of the business to the worker for hire, and this relationship is represented by the subcontracting contract, so the first project worker for the subcontractor is a business, and he bears every one of the commitments of the business, similarly, as the subcontractor comparable to the first work for hire is his project worker All commitments of the project worker, then again, actually the first work for hire is responsible towards the business for crafted by the subcontractor³¹, as the second article of the French Law No. 75-1334 of 31/12/1975 made the subcontractor an essential project worker for his subcontractors.

Concerning the situation of the Iraqi administrator in regards to the degree to which the first work for hire is liable for the activities and slip-ups of the subcontractor, the second passage of Article (882) of the Iraqi Common Code specifies that ((...but for this situation, he stays capable towards the business for the subsequent worker for hire)). As needs are, the first work for hire stays dependable versus the business for doing the works shared with him and giving them over to the business. In this manner, the business gets back to the first work for hire, then, at that point, the first project worker gets back to the subcontractor if the last option penetrates his commitments, for example, the break of his commitment to finishing the work as per the concurred terms and determinations, or the break of his commitment to conveying the work after its culmination, or on the other hand assuming the subcontractor penetrates his commitment to ensuring defects³². The first project worker was considered straightforwardly answerable for the mistakes and activities of the subcontractor versus the business. to the business because of the execution of the work being referred to (50), the obligation of the first work for hire for crafted by the subcontractor versus the business is authoritative and not the obligation of the subordinate for crafted by his subordinate, on the premise that it emerges from the first contracting contract, as it is expected that all works Blunders that are given by the subcontractor are considered according to the business, mistakes that have been made by the first project worker, and afterwards, his obligation is acknowledged despite the business,



considering that the direct legally binding relationship is between the business and the first worker for hire and not the subcontractor³³.

SECOND BRANCH

Retention of the subcontractor as a third party

That the non-worker for hire (the subcontractor) isn't involved with the first contracting contract, which was finished up between the business (the primary project worker) and the first worker for hire (the subsequent project worker), and consequently the non-worker for hire didn't partake in the finish of this agreement, yet he might add to Executing it when the first project worker contracts with him, to turn into a sub-worker for hire, who carries out all or some portion of the first contracting, to be involved with the execution of this agreement. The subcontractor, as indicated by a relativistic guideline, the impact of the agreement is diverse for the business, as the first contracting contract - as per this standard - addresses just a material reality free of him, which doesn't produce a lawful impact in his face. In any case, the reception of this standard and its application in its theoretical structure, doesn't It is reasonable for contracting contracts, which require coordination between the first agreement and the subcontracting, so the execution comes as per what was settled upon³⁴.

Also that the subcontracting - subcontracting - depends on the possibility of portrayal as far as the premise, as the first project worker (the first work for hire) designates the outsider to carry out all or a portion of the commitments forced on him under the first agreement. The subcontractor replaces the first worker for hire in carrying out those commitments, which It is an execution of the first agreement, and the possibility of portrayal on which the sub-contract is situated in the execution of the first agreement stems principally from the unit of the spot or subject, which is to play out a particular work to serve the business, and furthermore originates from the shared objective between the first agreement and the sub-contract, which is where the execution of the first agreement Consequently, the subcontractor (the non-worker for hire) and that he supplanted the first worker for hire in the execution of the first agreement, yet this arrangement is definitely not a total arrangement, but instead it executes the commitments forced on it, and subsequently addresses the first project worker in its execution and this demonstrates that the subcontractor When he mediates in the execution of the agreement - the first contracting contract - he holds the outsider status; The subcontractor doesn't drop the presence of the first project worker, yet rather stays present in the legally binding interaction³⁵.

Appropriately, the sub-project worker can meddle in the execution of the first agreement, as the Iraqi official allowed the project worker who closed a contracting contract with the business to endow the work needed to be finished in entire or to some extent to one more worker for hire to finish this work as though he couldn't finish it single-handedly. There is no condition keeping him from doing as such, and the condition is either express or suggested, and this is the thing that Article (882) of the Iraqi Common Code specifies³⁶.

CONCLUSION

In the conclusion of this research, the most important results and recommendations are indicated:

FIRST, THE RESULTS:

1. There are relativistic impacts of the agreement addressed by the exchange of those impacts of privileges and commitments to the contracting parties without violating them to outsiders, which we call the relativistic standard of the impact of the agreement, and this is the beginning.
2. The agreement has a limiting power that can't be violated, so both contracting parties are limited by the terms they deduced in the agreement, so not a single one of them can be autonomous in performing lawful activities that would influence the agreement, for the agreement is the law of the contracting parties.
3. The subcontracting contract tracks down its premise in the possibility of portrayal, as the first work for hire, who is here the first work for hire, who is by uprightness of an outsider agreement, agents to do all or a piece of the commitments to be performed, as per the first agreement.
4. The subcontractor isn't involved with the first contracting contract, which was finished up between the business (the main worker for hire) and the first project worker (the subsequent worker for hire), and hence the subcontractor (non-project worker) didn't partake in the finish of this agreement, yet we note His job when the first project worker contracts with him to turn into a sub-worker for hire appropriately, and he adds to the execution of the first agreement to carry out all or part of the first contracting, so he is involved with the execution of this agreement, however, he holds the limit of an outsider, the



sub-project worker and that he supplanted the first work for hire in Execution of the first agreement, yet it doesn't drop its reality, yet rather stays present in the legally binding cycle.

SECOND, RECOMMENDATIONS:

1. The Iraqi lawmaker didn't give an express text about the relativity rule of the impact of the agreement, just like the case in near laws, so we recommend that the Iraqi official incorporate an unequivocal legitimate text showing the relativity of those impacts, as though the administrator specified that (the impacts of the agreement don't disappear besides between the contracting parties without that Surpass them for other people, besides in specific cases specified by law).
2. The subcontractor is unique with the first agreement closed between the first work for hire and the business, however, the subcontractor might play a part in the execution period of the agreement, and this is because of the possibility of the authoritative gathering, which we find in the unit of direction or spot in a gathering of agreements that are interrelated or progressive agreements, which makes those agreements one incorporated unit, so we suggest the Iraqi official and legitimate law to take and give extraordinary significance to this thought, since it plays a significant part in explaining some lawful cases that are polluted by some equivocalness, particularly concerning the chance of subcontractor mediation in the execution of the first agreement.

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