

# Q U I D J U R I S ?

## THE PERIODICAL INFORMATION LETTER OF HAJJI & ASSOCIES LAW FIRM

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### BANK LAW :

The Dahir n° 1-07-166 dated November 30th, 2007 promulgating the law n°04-07, completes the law n°18-97 related to micro loan.

Firstly, law n°04-07 enlarges the micro loan notion. It considers as a micro loan, every loan that enables economically weak people to set up or improve their own production or services activity (definition already given by law n°18-97) but also, now, any loan that enables economically weak people to subscribe insurance contracts with insurance and reinsurance businesses.

Secondly, law n°04-07 promulgated by the November 30th, 2007 Dahir sets up the new possibility for micro loan associations, to carry out other operations than the ones they were so far allowed to do : training, council, technical assistance ; all related to the micro credit allowance.

These associations are now able to enlarge their scope of activity and to carry out, in favour of their clients, operations more diversified. This possibility is given to them after obtaining an authorization from the Minister in charge of finances and after consultation of the micro loan council.

### CIVIL PROCEDURE :

Kaada 19th, 1428 (November 30th, 2007) Dahir n° 1-07-169 promulgates law n° 08-05 which repeals and replaces chapter VIII of title V of the civil procedure Code.

This law, besides detailing more than they were the arbitration clause and the settlement by arbitration, institutionalizes a new manner to settle conflicts: conventional mediation.

In compliance with article 306 of the new promulgated chapter, arbitration exists in order to have a dispute settled by a tribunal that is given from both parties the mission to judge according to an arbitration convention. That is allowed for a dispute born or to be born but concerning a determinate legal relationship.

Disputes for which arbitration is resorted to will generally be commercial ones. Noted that such a manner to settle a conflict is absolutely prohibited for disputes concerning a natural person's status. (art. 309).

The arbitration compromise has to, under pain of being declared void, determine the object of the dispute and appoint the arbitration tribunal, or provide for modalities of its appointment. (art. 315).

The arbitration clause is considered as a convention independent from the other terms of the contract. Nullity, annulment or termination of the contract have no consequence on the arbitration clause included in the present contract when the clause is valid (art. 318)

Concerning the settlement by arbitration, as soon as it's given, it acquires resjudicata related to the dispute it settles. (art. 327-26).

Appeal is impossible. (art 327-34). But, in very particular cases enounced by article 327-36 it can be allowed at the Court of appeal. It can be the case when the settlement by arbitration goes against public policy.

This law also gives a definition and provisions about international arbitration. "Is international the arbitration that puts at stake, the interests of international business, and when one of the parties' residence or headquarters are located abroad.

To conclude, like it was said, the present law institutionalizes conventional mediation as a new manner to settle conflicts by stating in article 327-56: "in order to prevent or to settle a dispute, parties may agree on the appointment of an ombudsman in charge of easing the signing of a transaction to end the dispute".

### LAW OF GOODS :

Dahir n°1-07-134 dated kaada 19th 1428 (November 30th, 2007) promulgates law n°07-03 about the adjustment of rent sums for dwelling places or business premises, and was published in the December 13th, 2007 Bulletin Officiel.

The aforementioned law more particularly allows the lessor and the tenant to agree on the determination of the rent sum, on the conditions of the rent's modifications and on the rate of its growth or its decrease, for dwelling places or business premises, may they be for professional, commercial, industrial or craftsmanship purposes.

However, parties have to comply with the limits set by the abovementioned law about the growth of the rent sum : agreement on a growth higher than 80% (for dwelling places' rent) or 10% (for any other rent) is prohibited, as well as an agreement on a rent growth during the first three years.

Disputes following the modification and the recovery of the rent growth will be part of the tribunal of first instance's competence.

Hajji & Associés, Association d'Avocats. 28, Bd Moulay Youssef Casablanca 20000 - Maroc

Phone : (SB) + 212 (0) 22 48 74 74  
Facsimile : + 212 (0) 22 48 74 75  
+ 212 (0) 22 43 00 45  
Email : [partners@ahlo.ma](mailto:partners@ahlo.ma)  
Site Web: [www.ahlo.ma](http://www.ahlo.ma)

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