
The Impact of Exceptional Circumstances on Procedural Deadlines before Civil Courts

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Abstract

This study aims to clarify the impact of the doctrine of Exceptional Circumstances on procedural deadlines in Palestinian legislation. This study's significance stems from its emphasis on a matter that is fundamental to civil litigation, encompassing all aspects and components of a lawsuit. The investigation revealed the issue of the lack of an explicit provision in Palestinian legislation that regulates the doctrine. Thus, the question arises: Did the Palestinian legislator succeed in issuing the temporary decree-law No. (10) Of 2020 concerning the suspension of procedural deadlines? To answer this research problem, the descriptive-analytical method was adopted by examining the legal provisions governing the subject, particularly those found in the Civil and Commercial Procedure Law No. 2 of 2001 and Decree-Law No. (10) Of 2020. The study concludes that the Civil and Commercial Procedure Law lacks specific regulations for cases meeting the criteria of exceptional circumstances and their impact on procedural deadlines and legal time limits. Moreover, the existing regulations concerning the suspension and interruption of deadlines in the Civil and Commercial Procedure Law are not applicable to these circumstances. The study advocates for the modification of the Civil and Commercial Procedure Law to include a provision that governs the suspension of procedural deadlines in extraordinary circumstances, instead of depending exclusively on temporary legislation or general rules that necessitate interpretation and legal adjustment for application to specific exceptional events.

Penelitian ini bertujuan untuk menjelaskan dampak doktrin keadaan luar biasa (Exceptional Circumstances) terhadap batas waktu prosedural dalam perundang-undangan Palestina. Signifikansi penelitian ini terletak pada penekanannya terhadap isu yang mendasar dalam litigasi perdata, yang mencakup seluruh aspek dan unsur dari suatu gugatan.

Penelitian ini mengungkapkan adanya kekosongan pengaturan eksplisit dalam perundang-undangan Palestina yang secara khusus mengatur doktrin tersebut. Oleh karena itu, muncul pertanyaan: Apakah legislator Palestina berhasil dalam menerbitkan dekret undang-undang sementara No. (10) Tahun 2020 yang berkaitan dengan penangguhan batas waktu prosedural?

Untuk menjawab permasalahan penelitian ini, digunakan metode deskriptif-analitis dengan menelaah ketentuan hukum yang mengatur topik ini, khususnya yang terdapat dalam Undang-Undang Prosedur Perdata dan Komersial No. 2 Tahun 2001 serta Dekrit Undang-Undang No. (10) Tahun 2020.

Penelitian ini menyimpulkan bahwa Undang-Undang Prosedur Perdata dan Komersial tidak memiliki ketentuan khusus yang mengatur kasus-kasus yang memenuhi kriteria keadaan luar biasa serta dampaknya terhadap batas waktu prosedural dan tenggat hukum. Selain itu, ketentuan yang ada terkait dengan penangguhan dan penghentian batas waktu dalam undang-undang tersebut tidak dapat diterapkan pada kondisi semacam ini.

Penelitian ini merekomendasikan agar Undang-Undang Prosedur Perdata dan Komersial direvisi untuk memasukkan ketentuan yang mengatur penangguhan batas waktu prosedural dalam keadaan luar biasa, sehingga tidak semata-mata bergantung pada peraturan sementara atau ketentuan umum yang memerlukan penafsiran dan penyesuaian hukum untuk dapat diterapkan pada peristiwa luar biasa tertentu.

Keywords: Exceptional Circumstances, Force Majeure, COVID-19 Pandemic, Procedural Deadlines, Suspension of Time Limits.

Introduction

Procedural deadlines are considered one of the most significant legal matters that the legislator has been keen to regulate and codify within the framework of civil litigation. As a general rule, once a lawsuit is properly and validly constituted, it continues through all stages of litigation until it reaches its ultimate purpose, namely, adjudication and the realization of justice. However, during the course of proceedings before the competent court, exceptional circumstances may arise through events unrelated to the parties themselves. Such circumstances may affect the deadlines that the legislator has required the parties to observe and respect.

As a result of these circumstances, parties may be unable to comply with procedural deadlines. The legislator has attached extremely serious consequences to non-compliance, which may extend to the forfeiture of a party's right to perform a procedural act or role that was missed due to failure to meet the prescribed deadline. Nevertheless, the ruling differs if the party proves that their non-compliance with the procedural deadlines was the result of an exceptional circumstance beyond their control. In such a case, it necessarily follows that they should not be penalized by losing their right to perform the procedural step or to carry out the action required by the natural course of proceedings imposed by the legislator.

This reflects the essence and purpose of procedural deadlines, which are primarily intended to provide parties with sufficient time and opportunity to take the necessary steps in civil litigation, rather than to restrict them. Accordingly, when an exceptional circumstance prevents a party from fulfilling their obligations within the prescribed procedural period, this should not be interpreted as a loss of their substantive right.

Significance of Study:

The importance of this study relies on its direct relation to the essence of civil litigation, which constitutes the very core of a lawsuit with all its dimensions and elements. It addresses a vital issue of both practical and academic significance.

From a practical perspective, its importance lies in situations where exceptional circumstances may hinder compliance with procedural deadlines as required. In such cases, it is essential to examine this subject to establish a sound legal understanding and identify the appropriate solution to be adopted.

From a theoretical and scholarly perspective, researching this issue provides legal practitioners and academics with a highly valuable scientific and research-based vision regarding the extent to which procedural deadlines are affected by exceptional circumstances. This, in turn, facilitates a comprehensive and accurate legal understanding of the matter for both readers and researchers alike.

Study Objectives:

This Study aims at achieving a clear legal and scientific vision regarding a very crucial and sensitive subject that tackles an issue at the intersection of fact and law. The significance of the study lies primarily in the very nature of the research topic: the impact of exceptional circumstances on procedural deadlines. The study seeks to delineate and regulate this impact in light of the provisions of the law, as well as jurisprudential and judicial interpretations, in a manner that is both comprehensive and profound. The ultimate objective is to establish a clear legal framework that helps bridge the gaps which may hinder researchers or, more specifically, courts in finding an appropriate legal solution when where litigants are unable to comply with procedural deadlines due to the occurrence of extrajudicial circumstances.

Problems of the Study:

The primary issue of this study concerns the degree to which a balance can be attained between protecting the rights of litigants in civil proceedings and ensuring compliance with procedural deadlines. The primary inquiry is: to what degree has the Palestinian legislator effectively established regulations that balance the requirement for litigants to adhere to procedural deadlines under ordinary conditions with the acknowledgment of exceptional circumstances that may temporarily hinder one or all litigants from executing procedural actions? This raises a fundamental and legitimate inquiry: at what point should the procedural this prompts a crucial and valid question: when should the procedural deadline, after being suspended, recommence? Moreover, can the general rules of suspension outlined in procedural laws be deemed reliable, provided they are sufficient for cases involving exceptional circumstances? To what degree has the Palestinian legislator established procedural deadlines in relation to the COVID-19 pandemic via the implementation of decree-laws? Was the legislator successful in enacting Decree-Law No. (10) Of 2020 regarding the suspension of procedural deadline?

Methodology of the Study:

This study adopts a descriptive-analytical approach by presenting and examining the legal this study employs a descriptive-analytical methodology to present and scrutinize the legal provisions relevant to its subject, specifically those articulated in the Civil and Commercial Procedure Law No. 2 of 2001 and Decree-Law No. (10) Of 2020 regarding the suspension of legal time limits and deadlines during a state of emergency. The provisions are subsequently examined within a robust legal framework to elucidate the fundamental legal principles they encompass, while also pinpointing areas of ambiguity and inadequacy and suggesting potential remedies to rectify them.

Content of the Study:

To achieve the study's objectives, it has been divided into two primary sections. The First section elucidates the legal framework regulating the suspension and interruption of procedural deadlines as stipulated by the Civil and Commercial Procedure Law. The second section analyzes the effects of the suspension of procedural deadlines established in the Civil and Commercial Procedure Law as mandated by the presidential decree during the COVID-19 pandemic.

The First Section: the Legal Framework Regulating the Suspension and Interruption of Procedural Deadlines as Stipulated by the Civil and Commercial Procedure Law

Procedural deadlines refer to the timeframes mandated by law for executing a particular judicial action, applicable before, during, or after the proceedings (Hindi, 1989) Procedural deadlines are categorized into two primary types based on their origin (Al-Dalāʿin, 2014):

1. Judicial Deadline:

These are deadlines established by the judge for the parties to execute a specific action, determined based on the case's circumstances. The judge may also modify non-mandatory statutory deadlines, utilizing the discretionary authority granted by law.

2. Statutory Deadlines:

These are deadlines explicitly established by legal provisions. Neither the judge nor the parties possess the authority to modify them, unless stipulated by law. Statutory deadlines are categorized into mandatory deadlines and regulatory deadlines.

Accordingly, this section will be addressed in the following two subsections.

The First Subsection: The Legal Regulation of the Suspension of Procedural Deadlines in the Civil and Commercial Procedure Law No. (2) Of 2001:

The suspension of procedural deadlines refers to the temporary halt of a time limit for a specified duration, during which the days encompassed by the suspension are excluded from the legally mandated timeframe (Al-Dalāʿin, 2014), for executing the necessary action.

The situations in which procedural deadlines are suspended include the following:

First: Suspension by Operation of Law:

Article (51)¹ of the Palestinian Civil and Commercial Procedure Law exemplifies this by mandating the suspension of proceedings when a request is made to designate the competent court in instances of jurisdictional conflict. Specifically, this occurs when two courts assert their competence to adjudicate the case or when both courts reject jurisdiction.

Second: Suspension by Court Order:

This occurs, when during the deliberation of a case, an preliminary matter emerges that doesn't fall within the subject matter or functional jurisdiction of the adjudicating court, yet upon which the verdict in the principal case is contingent. In this situation, the court is obliged to suspend the proceedings in the principal case until this matter is resolved. This is stipulated in Article (126)² of the Civil and Commercial Procedure Law.

Third: Suspension by Agreement (Consensual Suspension):

This is stipulated in Article (127)³ of the Civil and Commercial Procedure Law, which establishes several conditions (Al-Takruri, 2012) for consensual suspension:

- a. Agreement among the parties involved or their legal counsel to suspend the proceedings.
- b. The suspension period may not exceed six months from the date of court approval of the agreement.
- c. The court's approval of the agreement.

¹ 1. If a jurisdictional conflict arises between two regular courts in a case, and both courts decide either to assume or to decline jurisdiction over the case, any parties may request the Court of Cassation to resolve the conflict and designate the court of competent.

2. The request shall be submitted to the Court of Cassation in accordance with the usual procedures, and it may be filed at any stage of the proceedings.

3. The request shall be examined in chambers (by review) without the need for the parties' presence.

4. Submitting the request results in the suspension of the proceedings in both cases until a ruling on jurisdiction is issued.

² 1. The court may, either on its motion or at the request of the parties, decide to stay the proceedings if it considers that ruling on the merits of the case depends on the resolution of another matter.

2. Any of the parties shall have the right to request the resumption of proceedings once the reason for the stay has ceased to exist.

³ 1. The court may grant a general adjournment of the case, upon the agreement of the parties, for a period not exceeding six months from the date of the court's decision.

2. Mandatory deadlines prescribed by law shall not be affected by such adjournment.

3. None of the parties may request to resume the case during the said period except by mutual agreement.

4. If none of the parties files a request to resume proceedings within two weeks from the expiration of the six-month period, the plaintiff shall be deemed to have abandoned his claim, and the appellant shall be deemed to have abandoned his appeal.

5. A general adjournment may be requested only once.

d. The subject matter doesn't pertain to public policy.

These conditions lead to the suspension of all procedural deadlines. Consequently, procedural deadlines do not initiate during the duration of suspended proceedings.

If a deadline commenced prior to the suspension and remains unexpired, it will be paused and will resume upon the conclusion of the suspension period, regardless of whether the deadline is mandatory or regulatory. However, in the case of consensual suspension, the suspension has no effect on mandatory deadlines, as explicitly provided for in Article (127/2). The remaining duration of the deadline is effectively suspended and will resume immediately once the cause of suspension ceases.

Second Subsection: The Legal Regulation of the Interruption of Procedural Deadlines in the Civil and Commercial Procedure Law No. (2) Of 2001:

The interruption of procedural deadlines is connected to the suspension of stipulated time frames for undertaking a particular procedural act in a lawsuit due to a legal impediment, such as the death of one of the litigants, the loss of capacity, or the termination of the legal status of a representative. In such cases, procedural deadlines resume once the cause of interruption has ceased (Dikdak, 2016).

The following situations interrupt procedural deadlines, according to Article (128) of the Law:

1. Death of a litigant: If a party to the lawsuit dies, the proceedings are halted until the heirs or a legal representative of the deceased are appointed.
2. Loss of a litigant's legal capacity occurs when a party is placed under guardianship due to insanity, prodigality, imbecility, or negligence, or when a bankruptcy judgment is issued if the litigant is a trader.
3. Termination of the legal status of a party's representative: If one of the parties is represented by a legal attorney or guardian and that status terminates for any reason, the proceedings are interrupted until a new representative is appointed.

However, it should be noted that, the death, dismissal, or withdrawal of a litigant's lawyer does not result in the interruption of proceedings; only a notification from the client to the court of such changes.

For the effect of interruption on the progress of the lawsuit, it is the same as that of suspension. There are no procedural acts may be undertaken during the period of interruption. The proceedings shall resume from that point (Dikdak, 2016). However, suspension differs because interruption nullifies the time that elapsed before it, and a new period begins.

The Second Section: The Effect of the Suspension of Procedural Deadlines under the Civil and Commercial Procedure Law Pursuant to the Presidential Decree during the COVID-19 Pandemic

It was shown in the previous section, what is the nature of procedural deadlines; and that they are of two types: judicial deadlines, which granted by the judge to the litigants, and statutory deadlines stipulated by law. However, this section explores the effect of this suspension of procedural deadlines under the decree Law No. (10) Of 2020 (Palestinian Official Gazette, 2020a) which is provided for the suspension of deadlines and statutory time during the declaration of the emergency state in Corona pandemic.

Initially, upon examining the preamble of Article (1) Of Decree-Law No. (10) of 2020, the legislator established, “Notwithstanding any other legislation, the duration of the declaration of the state of emergency to address force majeure shall constitute a legal basis for the suspension of prescription periods, deadlines, statutory time limits, and all other legal durations.”

This phrasing implies that the Palestinian legislator classified the COVID-19 pandemic as a force majeure event, as evidenced by the phrase “to confront force majeure.” Upon meticulous scrutiny, it is apparent that the legislator linked the proclamation of a state of emergency to the cessation of all legal deadlines. An analysis of the legal implications of force majeure and exceptional circumstances reveals that they produce markedly different results.

In cases of force majeure, the execution of the obligation becomes unfeasible. When the criteria for force majeure are satisfied, the obligation is nullified due to the impossibility of execution (Masad, 2023). Conversely, in instances of exceptional circumstances, the obligation becomes burdensome yet remains feasible, resulting in a modification of the obligation's legal effect. A modification may involve the temporary suspension of the obligation for a specific duration. This is precisely what Article (1) Of the Decree-Law provided when it ordered the suspension of statutory deadlines to address the COVID-19 pandemic.

Turning to the procedural deadlines contained in the Civil and Commercial Procedure Law No. (2) Of 2001, which regulates litigation procedures, it was observable that there are deadlines applicable before judgment is issued and deadlines applicable after judgment. This raises the question: What was the effect of Decree-Law No. (10) Of 2020 on these procedural deadlines, and what is the scope of the judge's authority with respect to these procedures?

First Subsection: The Effect of Decree-Law No. (10) Of 2020 on the Pre-Judgment and Post-Judgment Stages:

This subsection presents two branches: The Decree-Law's impact at the pre-judgment stage and its impact at the post-judgment stage.

Branch One: The Effect of Decree-Law No. (10) Of 2020 on the Pre-Judgment:

1. Submission of the Statement of Defense:

Article (62) of the Civil and Commercial Procedure Law stipulates that: “The defendant shall submit a statement of defense to the court registry within fifteen days from the date of being served with the statement of claim ...” Article 63 of the same law stipulates that if the defendant fails to submit the statement of defense within the designated timeframe, despite proper service of the statement of claim, the trial shall continue, and the judgment shall be deemed rendered in absentia.

Subsequent to the issuance of the aforementioned Decree-Law, the fifteen-day timeframe for submitting the statement of defense is suspended commencing the day after the declaration of the state of emergency (Palestinian Official Gazette, 2020b). Article (2), paragraph (1) of the Decree-Law explicitly states: “The suspension of limitation periods, deadlines, statutory time limits, and other periods as per Article (1) of this Decree-Law shall commence from the day following the declaration of the state of emergency.”

Accordingly, if the aforementioned Decree-Law was issued during the fifteen-day period for submitting the statement of defense, this period shall be suspended commencing the day after the issuance of Decree-Law No. (10) of 2020. Thus, the defendant's inability to file the statement of defense within this timeframe does not lead to the prolongation of the trial or the judgment being deemed rendered in absentia. The deadline for submitting the statement of defense recommences on the day after the conclusion of the state of emergency (Palestinian Official Gazette, 2020a).

2. Incidents Affecting the Proceedings:

A lawsuit may be suspended by specific occurrences that either obstruct its progression or result in its cessation without a determination on the substantive issues. These are termed incidents or contingencies of proceedings (Al-Takruri, 2012). The Civil and Commercial Procedure Law No. (2) of 2001 governs these procedural incidents, which encompass:

A. Suspension of Proceedings:

The termination of proceedings may be executed by legal decree and for multiple reasons. Article 51 of the Civil and Commercial Procedure Law stipulates suspension in instances where the appropriate court must be identified to adjudicate the case (Abdella, 2022). Suspension may also be mandated by court order when the judgment in the case is contingent upon the resolution of another issue (Article 126), or by mutual consent of the parties involved (Article 127). Article 127, paragraph 1, stipulates that the court may defer the case generally, with the consent of the parties, for a duration not exceeding six months. Paragraph (4) of the same article stipulates: “If neither party submits a request to resume the proceedings within two weeks after the conclusion of the six-month period, the plaintiff shall be considered to have abandoned his claim, and the appellant shall be regarded as having abandoned his appeal.”

The implementation of Decree-Law No. (10) Of 2020 leads to the suspension of the specified period. Consequently, the parties' failure to request the resumption of proceedings does not result in the plaintiff being considered to have abandoned his claim, nor the appellant being regarded as having abandoned his appeal.

B. Interruption of Proceedings:

One may inquire whether the COVID-19 pandemic and its ramifications can be classified as factors contributing to the suspension of proceedings. The response is negative, as the justifications for interrupting proceedings are comprehensively listed. The consequences of interruption—stemming from the demise of a litigant, the loss of litigation capacity, or the cessation of a representative's legal status—arise by operation of law or judicial ruling, rather than by mutual consent. From the commencement of proceedings to the conclusion of pleadings, such circumstances result in an interruption of the proceedings, specifically the suspension of deadlines and their consequences, which are categorized as instances of exceptional circumstances (Mahmoud and Mahmoud, 2023).

Additionally, the COVID-19 pandemic enabled courts to administratively defer hearings, as observed in the Palestinian territories during this period. Given that the pandemic is deemed an extraordinary situation, the deadlines for the cessation of proceedings outlined in Article (128) ⁴of the Civil and Commercial Procedure Law may be deferred. Paragraph (2) of that article stipulates that one party may request a timeframe to inform the individual who substitutes the litigant affected by the interruption. The court must mandate notification within a specified timeframe before adjudicating on the interruption of proceedings. If the party does not complete the notification within the timeframe established by the court, the court shall declare that the proceedings have been suspended.

The aforementioned indicates that the timeframe allotted by the judge to the litigant represents a judicial procedural deadline, as the law does not establish a specific duration for notifying the substitute litigant, thereby granting the judge discretion in this matter. This duration, however, is governed by the time constraints established by Decree-Law No. (10) Of 2020, which halts the progression of legal periods and deadlines. Consequently, if the litigant neglects to inform the substitute party within the timeframe established by the court, and this transpires

⁴ 1. Proceedings shall be interrupted by operation of law, upon the death of one of the litigants, the loss of legal capacity, or the termination of the authority of the representative, unless the case is ready for judgment on the merits.
2. If one of the litigants requests a period to notify the person who replaces the litigant for whom the cause of interruption has occurred, the court must instruct him to complete the notification within a period it set sand before ruling on the interruption of proceedings, If the notification is not carried out within that period without a valid excuse, the court shall rule that the proceedings are interrupted from the time the cause occurred.
3. The proceedings shall not be interrupted by the death of a party's lawyer, or by his resignation or dismissal, provided that the client is notified in the cases of death and resignation.

during the suspension period stipulated by the Decree-Law, the court will not determine that the proceedings have been interrupted.

C. Lapse of Proceedings:

Article 132 of the Civil and Commercial Procedure Law No. 2 of 2001 stipulates: “Any interested party may request a judgment declaring the proceedings lapsed if the plaintiff fails or refrains from pursuing the case, provided that six months have elapsed since the last procedural action taken.” The implementation of Decree-Law No. (10) of 2020 leads to the suspension of this six-month timeframe from the date of the most recent action in the litigation. Consequently, the proceedings do not lapse.

D. Abandonment of Proceedings:

Article 138 of the Civil and Commercial Procedure Law No. 2 of 2001 states: “The plaintiff may, in the defendant's absence, petition to withdraw his case at any stage of the proceedings ...” In this regard, the application of the aforementioned Decree-Law is not relevant. The implementation of the aforementioned Decree-Law is inconsequential in this context. If the case lacks a defense of inadmissibility, or if it concerns matters of joint interest—such as partition by sale—the plaintiff may not, under any circumstances, abandon the case, whether in the presence of exceptional circumstances or otherwise.

Second Branch: The Effect of Decree-Law No. (10) Of 2020 on the Post-Judgment Stage:

1. The Applicant is Obligated to File the Lawsuit Within Eight Days After the Ruling on an Urgent Request:

Article (107) of the Civil and Commercial Procedure Law provides: “If the judge of urgent matters issues a ruling on the urgent request before the lawsuit is filed, the applicant shall be required to submit a statement of claim within eight days; otherwise, the ruling on the urgent request shall be deemed null and void.”

The application of Decree-Law No. (10) Of 2020 to this procedural deadline, subsequent to the issuance of a ruling on the urgent request, leads to the suspension of this period. Therefore, the applicant's inability to submit the statement of claim within this timeframe does not render the urgent ruling invalid (Mooney, 2018).

The question is: Does the presence of an extraordinary circumstance influence the procedural time limits for appeals, deemed matters of public order, such that these limits are extended by suspending their progression, thus averting the forfeiture of a procedural right due to actions occurring beyond the timeframe established in the Civil and Commercial Procedure Law No. (2) Of 2001?

The response is affirmative. The Palestinian legislator's stance in Decree-Law No. (10) of 2020 was unequivocal: all statutory durations, including appeal deadlines, were suspended, except for

the timeframe for appealing detention orders and requests for detention. Consequently, all appeal deadlines stipulated in the Civil and Commercial Procedure Law are suspended, encompassing the following:

A. Appeal by Way of Review:

Article 206 of the Civil and Commercial Procedure Law specifies that the deadline for submitting an appeal is thirty (30) days, and fifteen (15) days for urgent matters (Marya, 2020). Article 207 delineates the time constraints for contesting a judgment rendered due to fraud by an adversarial party, a falsified document, or false testimony. Article 207 delineates the time frame for contesting a judgment rendered on the grounds of fraud by an adversarial party, a falsified document, or false testimony. It stipulates: "... the time frame for appeal shall not commence until the day the fraud is uncovered, the day the forger acknowledges the forgery or a judgment confirming it is rendered, the day the perjured witness is convicted, or the day the concealed document is disclosed.

B. Appeal by Cassation:

Article 227 of the Civil and Commercial Procedure Law stipulates that the deadline for submitting a cassation appeal is forty (40) days. In accordance with the aforementioned Decree-Law, this period is suspended until the conclusion of the state of emergency, after which it will recommence on the day subsequent to the emergency's termination. This interpretation was affirmed by the Palestinian Court of Cassation in its rulings⁵.

C. Third Party-Objection:

Article 244, paragraph 1, of the Civil and Commercial Procedure Law states: "Any individual who was neither a party, nor a representative, nor an intervenor in a case resulting in a binding judgment may submit a third-party objection to that judgment, excluding judgments issued by the Court of Cassation."

Courts have determined that a third-party objection must be submitted within a reasonable timeframe from the date of awareness of the judgment or its enforcement. The Accordingly, stipulations of Decree-Law No. (10) Of 2020 pertain to third-party objections to judgments, contingent upon the reasonable period for submitting the objection not having lapsed prior to the enactment of the Decree-Law. This is what the courts of a number of countries have worked hard to do. (Diocese, n.d.)

⁵ The Palestinian Court of Cassation ruled that the state of emergency decrees and Decree Law No. 10 of 2020 effectively suspended statutory deadlines, and therefore appeals filed after resumption were considered out of time (Cassation Decision No. 603/2020, Jan. 11, 2023; Cassation Decision No. 651/2020, Mar. 5, 2023).

Second Subsection: The Judge’s Authority to Suspend Procedural Deadlines Beyond the Suspension Period Provided under the Presidential Decree and in Light of the Continuing Effects of the Exceptional Circumstance:

In the preceding subsection, we examined the implications of Decree-Law No. (10) Of 2020 regarding the suspension of procedural deadlines in civil proceedings. Nonetheless, a question arises: what are the boundaries of the judge's power to suspend procedural deadlines following the termination of the aforementioned Decree-Law's applicability?

This is especially pertinent considering Decree-Law No. (20) Of 2020, which suspends the enforcement of decree-laws associated with the state of emergency. Article (1/1) states: “The enforcement of Decree-Law No. (10) Of 2020 regarding the suspension of limitation periods, deadlines, and statutory time limits during the state of emergency shall be suspended.” This is especially pertinent considering Decree-Law No. (20) of 2020, which suspends the enforcement of decree-laws associated with the state of emergency (Palestinian Official Gazette, 2020c). Article (1/1) states: “The enforcement of Decree-Law No. (10) Of 2020 regarding the suspension of limitation periods, deadlines, and statutory time limits during the state of emergency shall be suspended.”

In practice, despite the formal conclusion of the state of emergency, it frequently became essential to implement partial or total closures of specific cities and government entities upon the emergence of new COVID-19 infection cases.

Accordingly, the question is: what function does the judge fulfill in such closures, and what are the constraints of the judge's jurisdiction in this context?

First Branch: The Limits of the Judge’s Authority to Suspend Procedural Deadlines after the Suspension of the Decree-Law:

In this context, the judge's role manifests in two main ways:

First: Confirming the presence of closures, whether total or partial, including administrative closures enacted by governors. An instance of this is the directive issued by the Governor of Hebron—at that time—under his delegated authority, dated 1 July 2020, which mandated “the total closure of the city of Hebron, encompassing its towns, villages, and camps, and the absolute prohibition of movement for a duration of five days.”

In this scenario, it is anticipated that analogous closures will not be enforced in other cities, including Bethlehem. For example, if a judicial ruling was rendered by the Hebron Magistrate Court on 5 June 2020, and the plaintiff's attorney intended to appeal that ruling, there would be five (5) days left in the thirty-day appeal period specified in Article (206) of the Civil and Commercial Procedure Law No. (2) Of 2001. According to the governor's decision, the city of Hebron and its adjacent regions will face a total lockdown. How can the lawyer submit the appeal given these constraints? Would this result in the plaintiff being deprived of his right to appeal? The

judge's responsibility is to ascertain the presence of a legitimate closure during the remaining timeframe for submitting the appeal.

Second: Verifying that the Closure Actually Prevented the Completion of Legal Procedures within the Prescribed Procedural Periods:

Once the judge verifies the presence of a complete or partial closure, the onus of proof lies with the claimant to demonstrate the existence of said closure. The claimant must demonstrate that the closure was the direct cause obstructing access to the court and the execution of the necessary legal action in the civil case within the prescribed timeframe (Abdella, 2022).

Upon confirming the existence of the closure and its impact on the timely progression of the legal procedure, the judge determines the validity or nullity of the legal act executed by the claimant subsequent to the expiration of the procedural period. During an interview with the President of the Court of First Instance and Magistrate Court of Nablus, the research team inquired about the scope of judicial authority in specific situations. She remarked: "In this context, the judge's decision and authority are subject to review by the higher court, as this represents an application of the law rather than a mere evaluation of factual circumstances." The issue pertains to a fact intertwined with legal principles, specifically whether the litigant was able to access the court.

Second Branch: The Extent to Which "Quarantine" Constitutes an Exceptional Circumstance and Its Effect on Judicial Proceedings:

In this context, the judge's role manifests in two main ways:

Initially: Confirming the presence of closures, whether total or partial, including administrative closures enacted by governors. An instance of this is the directive issued by the Governor of Hebron—at that time—under his delegated authority, dated 1 July 2020, which mandated "the total closure of the city of Hebron, encompassing its towns, villages, and camps, and the absolute prohibition of movement for a duration of five days."

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Second: Verifying that the Closure Actually Prevented the Completion of Legal Procedures within the Prescribed Procedural Periods:

Once the judge verifies the presence of a complete or partial closure, the onus of proof lies with the claimant to demonstrate the existence of said closure.

The claimant must establish that the closure directly impeded access to the court and the execution of requisite legal actions in the civil case within the designated timeframe.

After verifying the closure's existence and its effect on the prompt advancement of the legal process, the judge assesses the validity or invalidity of the legal act performed by the claimant following the procedural deadline.

In an interview with the President of the Court of First Instance and Magistrate Court of Nablus, the research team probed the extent of judicial authority in particular scenarios (Wild Ali, 2025). She stated: “In this context, the judge's decision and authority are subject to review by the higher court, as this constitutes an application of the law rather than a mere assessment of factual circumstances.” The issue pertains to a fact intertwined with legal principles, specifically whether the litigant was able to access the court.

To combat the spread of the coronavirus and protect public health, the Prime Minister issued several directives, including Decision No. (6) Of 2020 “Emergency” and Decision No. (24) of 2020 “Emergency.” Article (2) of the aforementioned document states: “Cities, villages, camps, and neighborhoods impacted by the coronavirus shall be sealed, and quarantine⁶ shall be enforced on the residents in accordance with the relevant laws and directives issued in this context.” Article (3) mandates that mandatory quarantine be enforced for individuals confirmed to be infected with the coronavirus, as well as for those who have had contact with infected individuals. Such persons are prohibited from leaving their residences or quarantine locations except in accordance with directives from the appropriate authorities.

These decisions clearly aimed to implement quarantine systems, restrict movement, and enforce social distancing regulations to mitigate the spread of the COVID-19 pandemic.

The matter under consideration is whether the implementation of curfews and partial or complete home quarantine can be classified as an extraordinary circumstance. Specifically, if a comprehensive quarantine is imposed during the legal period for initiating a lawsuit, filing an appeal, or executing a specific procedural action, or conducting a specified procedural duty, can such quarantine—whether total or partial—be regarded as an exceptional circumstance that litigants may invoke to argue that it prevented them from complying with the legally prescribed deadlines?

⁶ Quarantine means a curfew, to prevent people from moving from place to other certain place for extraordinary circumstances.

To answer this question, it is essential to differentiate between complete and partial quarantine. If the quarantine is concluded (for instance, enforced on a whole city) and the judge is informed, the proceedings should be postponed, contingent upon the resumption of judicial activity after the exceptional circumstance has ceased (Shami, 2020).

Nevertheless, if the quarantine is partial, it raises the question of whether these limited restrictions satisfy the criteria for an exceptional circumstance. In other words, was the partial quarantine anticipated and its consequences preventable, or was the execution of the procedure rendered impracticable due to the quarantine?

If a city enforces a partial quarantine from 10:00 a.m. to 10:00 p.m., the litigant cannot be deemed to be in an exceptional circumstance, as the restriction is predictable and pre-established. The individual could circumvent its effects by adhering to their procedural and judicial obligations during the morning hours outside the quarantine period, or by notifying their lawyer of the restriction, enabling the lawyer to represent them in court. In such a case, the litigant may not invoke the exceptional circumstance of partial quarantine as justification.

The only exception is if the court finds that the quarantine made it impossible to comply with the required procedure. In such cases, the matter remains subject to the court's discretion.

At the end, a law that is vague invites argument; a law that is clear invites justice. Exceptional circumstances should be defined, not discovered (Bingham, 2010).

Conclusion

After reviewing the foregoing research, which addressed the impact of exceptional circumstances on procedural deadlines before the civil courts—taking the COVID-19 pandemic as a model—the study reached several findings and recommendations as follows:

Results

1. procedural deadlines are distinct from substantive deadlines. Procedural deadlines pertain to procedural actions associated with judicial proceedings and are governed by civil procedure law regulations. Substantive deadlines pertain to the right of action and substantive rights, regulated by substantive law.
2. The definition of force majeure or exceptional circumstances cannot be uniformly applied to every event, including the COVID-19 pandemic, concerning all contractual obligations. Each specific contractual obligation must be assessed individually in relation to the incident.
3. Legal scholarship largely agrees that a procedural deadline is a legally mandated timeframe that must be adhered to during judicial processes. In this regard, it represents a method of formal regulation of judicial processes.

4. Procedural deadlines aim to reconcile two elements: firstly, expediting dispute resolution to enhance the efficient operation of justice while reducing delays and procrastination by litigants; and secondly, ensuring that parties have sufficient time and opportunity to prepare their defenses and evidence, thereby upholding the principle of the right to defense.
5. The legal categorization of COVID-19 varies across three scenarios:
 - a. The pandemic may be classified as force majeure concerning contractual obligations that have become impossible to fulfill.
 - b. It may be deemed an exceptional circumstance regarding to contractual obligations whose performance became burdensome and caused excessive loss to the debtor.
 - c. It may be considered legally ineffective in countries or specific regions that were unaffected by the pandemic, where no state of emergency, curfews, or closures were enacted. In such instances, if the pandemic did not make performance impossible or excessively burdensome, it cannot be categorized as force majeure or an extraordinary circumstance. Consequently, obligations not impacted by the pandemic remain enforceable, either voluntarily or through judicial compulsion, via specific performance where feasible, compensation for non-performance, or both concurrently when compensation is justified.
6. The circumstances regarding the anticipated dissemination of COVID-19—despite being well-documented—its severity, timing, geographical extent, and its influence on procedural deadlines, all reside within the judge's discretion. The judge must ascertain the presence of an actual closure (complete or partial) during the timeframe in which the act was mandated and evaluate whether such closure impeded adherence to the procedural deadlines established by law. The judge must evaluate whether quarantine, city closures, or curfews constitute a material impediment, force majeure, or exceptional circumstance necessitating the suspension of legal deadlines and their impact on judicial proceedings. Such determinations shall be made in accordance with general legal principles, which constitute the legal foundation for the application of the doctrine of exceptional circumstances under the Ottoman Majallah al-Ahkam al-Adliyya (in force in the West Bank), particularly Articles (17), (19), (20), (27), (30), (31), (82), and (83), all of which pertain to the principles of hardship invites ease, removal of harm, and the necessity of honoring contingent conditions in contracts, thereby empowering judges and giving them the authority to intervene and suspend legal deadlines in pursuit of justice.
7. The Civil and Commercial Procedure Law does not contain explicit provisions for cases involving exceptional circumstances or force majeure, particularly regarding their effects on deadlines and statutory periods. Moreover, the stipulations of the Civil and Commercial Procedure Law concerning time limits, suspension, and interruption cannot be construed as encompassing such circumstances. The legislative void resulted in the promulgation of Decree-Law No. (10) Of 2020, which mandated the suspension of statutory deadlines.

Recommendation

1. The researchers urge the Palestinian legislator to amend Article 151 before enacting the draft Palestinian Civil Code, as it presently mandates the condition of “generality” for the application of the doctrine of exceptional circumstances to contracts. This stipulation unduly limits the applicability of the doctrine. It is thus advised that the provision be revised based on comparative legislative experiences that do not necessitate generality. The revised text might state: “In the event of unforeseen exceptional occurrences that render the fulfillment of a contractual obligation excessively burdensome for the debtor, potentially resulting in significant loss, the court may, considering the circumstances, mitigate the onerous obligation to a reasonable extent.” Any conflicting agreement shall be rendered null and void.
2. It is also recommended that the Civil and Commercial Procedure Law be amended by adding a specific provision regulating the suspension of procedural deadlines in exceptional circumstances. Reliance should not be placed solely on ad hoc legislation or on general principles that require judicial interpretation and adaptation for application to particular factual situations. Furthermore, modern mechanisms must be established to tackle exceptional circumstances, including the adoption of remote litigation procedures and the creation of a comprehensive electronic litigation system to effectively address emergencies and extraordinary situations, as implemented by numerous countries.

Bibliography

- Abdella, A., 2022. Effects of exceptional circumstances on procedural dates. *Journal of Legal Studies* 65–114.
- Al-Dalāʿin, Z., 2014. Procedural deadlines and their impact on the course of litigation in the Code of Civil Procedure.
- Al-Takruri, O., 2012. *Al-Kafi fi sharh qanun usul al-muhakamat al-madaniyya wa al-tijariyya*, 3rd ed. Dar Al-Fikr Library, Palestine.
- Bingham, T., 2010. *The rule of law*. Penguin Books.
- Dikdak, S., 2016. Deadlines and time limits in the Code of Civil Procedure. *Journal of Jurisprudence and Law*.
- Diocese, R.C., n.d. *The Role of Certiorari in Emergency Relief*.
- Hindi, A., 1989. *Principles of civil and commercial procedures*. Al-Dar Al-Jamiʿiya.
- Mahmoud, S., Mahmoud, A., 2023. Implications of the COVID-19 pandemic on the exercise of the right to litigation: An analytical comparative study. *Journal of Legal Sciences* 38.
- Marya, A.A., 2020. Halting the execution of the judgment as a guarantee for the conviction of immediate execution according to the Palestinian law of implementation no. 23, 2005. *An-Najah*

University Journal for Research-B (Humanities) 36, 1855–1878.

- Masad, M., 2023. The legal effects of epidemics—Coronavirus—on the running of procedural deadlines according to the theories of exceptional circumstances and force majeure. Al-Asriya Journal of Legal Studies and Research – Al-Asriya University College.
- Mooney, J., 2018. Deadlines in Civil Litigation: Toward a More Equitable Framework for Granting Extensions. Yale L. & Pol’y Rev. 37, 683.
- Palestinian Official Gazette, 2020a. Decree Law No. (10) Of 2020 concerning the suspension of limitation periods, deadlines, and legal time limits during the state of emergency. Palestinian Official Gazette.
- Palestinian Official Gazette, 2020b. Decree No. (1) Of 2020 concerning the declaration of a state of emergency. Palestinian Official Gazette.
- Palestinian Official Gazette, 2020c. Decree No. (20) Of 2020 concerning the declaration of a state of emergency. Palestinian Official Gazette.
- Shami, Y., 2020. The legal effects of the coronavirus (COVID-19) on procedural deadlines in civil litigation. Ijtihad Journal of Legal and Economic Studies 9.
- Wild Ali, S., 2025. Office of the President of the Court of First Instance and Magistrate Court of Nablus.