# Newsletter

| 71st Edition, August 2026 |

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**Newsletter**

|71st Edition, August 2026|

Welcome to the 71st edition of our newsletter. In this edition, we cover the following:

**Section A of this issue,** dedicated to matters relating to the jurisdiction of Jordan, will shed light on the topic of acquisition under the provisions of the Jordanian Companies Law.

**Section B of this issue**, dedicated to matters relating to Special Projects Department, will cover the topic of legal counsel as a partner in corporate sustainability "from safeguarding the present to securing the future".

**Section C of this issue**, dedicated to matters relating to the jurisdiction of Iraq, dives into the topic of the role of the Companies Registrar in verifying the beneficial owner of companies and its impact on combating money laundering.

**Section D of this issue**, dedicated to matters relating to the jurisdiction of the United Arab Emirates, dives into the topic of the Consumer Protection in Electronic Contracts under UAE Legislation".

**Section E of this issue**, dedicated to matters relating to the jurisdiction of Syria, dives into the topic of Decree No. (20) of 2015.

*"Acquisition transactions are characterised by their multidimensional legal and commercial nature. They are typically preceded by a phase of thorough due diligence and evaluation of the target company, covering its legal and tax status as well as its contractual obligations. This enables the acquiring company to assess risks and make an informed decision. Completion of an acquisition is further contingent upon satisfying a set of legal requirements and procedures."*

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## SECTION A: Jordan office – Corporate Department:

### Acquisition under the Provisions of the Jordanian Companies Law

#### Introduction

Acquisition has become one of the most prominent tools employed by companies to strengthen their economic and competitive position, as it offers opportunities for growth, expansion, and entry into new markets. The motives behind acquisitions extend beyond expanding commercial activity to include enhancing operational efficiency, broadening the customer base, and capitalising on new investment opportunities. This makes acquisition a strategic option frequently adopted in commercial transactions.

Acquisition transactions are characterised by their multidimensional legal and commercial nature. They are typically preceded by a phase of thorough due diligence and evaluation of the target company, covering its legal and tax status as well as its contractual obligations. This enables the acquiring company to assess risks and make an informed decision. Completion of an acquisition is further contingent upon satisfying a set of legal requirements and procedures.

Acquisitions may take various forms. They may involve the purchase of all shares or equity interests in the target company, or the acquisition of a sufficient percentage to grant the acquiring company control, while the target company continues to exist as a separate legal entity. This type of transaction allows companies to achieve strategic objectives by leveraging the assets, resources, and capabilities of the target company, while enhancing their ability to expand and grow. Consequently, acquisition has become a key option for companies seeking to restructure their operations and achieve investment and commercial goals.

This legal bulletin examines the concept of acquisition, its types, the procedures governing acquisition transactions, and the resulting legal effects. Each topic will be addressed separately with detailed analysis.

#### First: The Concept and Types of Acquisition

#### A. Definition of Acquisition

Acquisition is a legal and financial process whereby one company acquires shares or equity interests in another company, either wholly or partially, thereby gaining control or influence over its management and decision-making, while the target company continues to exist as an independent legal entity.

Given the significant role acquisitions play in fostering corporate growth, expansion, and competitiveness, the Jordanian legislator has addressed certain provisions regulating acquisitions within the Companies Law. Article 222(b) expressly permits one company to acquire another, and sets out the legal procedures required to complete the transaction, including the transfer of ownership of shares and compliance with all necessary legal requirements.

The essence of acquisition lies in the transfer of ownership of shares or equity interests, and consequently, the transfer of control over the target company. Importantly, acquisition does not necessarily entail the dissolution of the target company's legal personality, which remains intact along with its financial liability, subject to the new controlling ownership.

**B. Types of Acquisition**

1. **Full Acquisition** A full acquisition occurs when the acquiring company purchases all shares or equity interests of the target company, thereby owning it entirely. This results in complete control over the target company, which continues to exist as a separate legal entity unless legal procedures are undertaken to terminate its personality in accordance with the Companies Law.

2. **Partial Acquisition** A partial acquisition occurs when the acquiring company purchases only part of the shares or equity interests of the target

company, without acquiring its entire capital. The remaining shares or interests remain with other shareholders or partners. Partial acquisition may aim to secure a degree of control or influence over the company's management and decisions, depending on the percentage acquired and the associated voting and management rights. In this case, the target company retains its independent legal personality and financial liability, continuing its operations while the acquiring company enters as a shareholder or partner in proportion to its ownership and the rights attached to that ownership.

## Second: Preliminary Procedures for Assessing the Feasibility of Acquisition

Preliminary procedures for evaluating the feasibility of an acquisition include:

**A. Negotiations between the Acquiring and Target Companies** This is typically achieved through a Memorandum of Understanding (MoU) between the parties, setting out the general principles and framework governing the acquisition, in preparation for a final binding agreement. The MoU serves as a preliminary framework and does not oblige either party to complete the acquisition. At this stage, the parties agree to conduct a comprehensive study of the target company to assess its position and determine the suitability of proceeding with the acquisition. This involves examining its legal, financial, and tax status, verifying its obligations and rights, and identifying associated risks, thereby enabling the acquiring company to form a complete picture before moving to the final contractual stage.

**B. Legal Due Diligence** This involves the acquiring company's legal counsel conducting a thorough review of the target company's legal standing and compliance with applicable legislation. It includes examining contracts and agreements with third parties, verifying the fulfilment of obligations, and reviewing leases and other commercial contracts. Legal due diligence also covers verification of ownership of assets and rights, ensuring they are free from liens, encumbrances, or third-party claims, and confirming the validity of licences, permits, and authorisations required for business operations. It also extends to intellectual property rights, trademarks, and trade names, determining whether they are subject to encumbrances or third-party rights. The process further includes reviewing ongoing litigation, judgments, claims, disputes, or potential liabilities, as well as identifying any violations or legal risks that may affect the target company's position or the acquiring company's decision to proceed.

**C. Tax Due Diligence** This entails a comprehensive review of the target company's tax position by a specialised tax advisor. The review covers tax returns and declarations, verifying the accuracy of reported data, and assessing outstanding taxes and fees, including compliance with deadlines. It also examines obligations related to withholding taxes, sales tax, and other levies arising from the company's activities. The objective is to determine the actual tax position of the target company, uncover existing or potential tax liabilities that may transfer or affect its legal standing, and enable the acquiring company to evaluate the extent of tax risks, their effect on the company's value, and the measures required to address or mitigate them—or to reconsider proceeding with the acquisition altogether.

## Third: Legal Procedures Required to Complete the Acquisition

Following the completion of the legal and tax due diligence of the target company, and verification of its sound legal and tax standing free from material obligations or risks that may hinder the acquisition, the acquiring company may decide to proceed with the transaction—whether by acquiring all shares or a significant portion thereof. Once the decision is made, both parties must fulfil the prescribed legal procedures in accordance with Article 222(b) of the Jordanian Companies Law, which regulates the acquisition of one company by another, as follows:

A. **Resolution of the Extraordinary General Assembly of the Acquiring Company** Article 222(b)(1) requires the issuance of a resolution by the extraordinary general assembly of the acquiring company approving the purchase of the shares or equity interests of the other company. Thus, proceeding with the acquisition necessitates obtaining such approval before completing the remaining legal steps.

B. **Resolution of the Extraordinary General Assembly of the Selling Company** Article 222(b)(2) further requires the issuance of a resolution by the extraordinary general assembly of the selling company approving the transfer of its shareholders' shares to the acquiring company. This ensures that both parties to the transaction formally consent to the acquisition.

C. **Completion of Approval, Registration, Publication, and Documentation Procedures** Upon issuance of both resolutions, the statutory procedures of approval, registration, and publication must be completed to effectuate the transfer of shares from the selling company's shareholders to the acquiring company. The acquisition is not legally recognised until duly registered and documented in accordance with the Companies Law and, for public shareholding companies, the Securities Law.

D. **Payment of the Agreed Share Value** The Companies Law obliges the acquiring company to pay the agreed value of the shares to the selling company. This amount must be deposited into a designated account for distribution among the shareholders registered with the selling company as of the date of the general assembly resolution approving the sale.

E. **Amendments to the Articles of Association and By-Laws, and Election of a New Board of Directors** The law also requires the acquired company to convene its general assembly, in accordance with the Companies Law, to amend its articles of association and by-laws, and to elect a new board of directors consistent the new legal and administrative structure resulting from the acquisition.

## Fourth: Key Legal Effects of Acquisition

**1. Transfer of Ownership and Control** One of the principal effects of acquisition is the transfer of ownership of shares or equity interests from the target company to the acquiring company, thereby granting the latter the rights associated with ownership, including voting rights and participation in management, depending on the percentage acquired and the nature of the company.

**2. Continuity of the Target Company as a Separate Legal Entity** Acquisition does not, in itself, result in the dissolution of the target company or the termination of its legal personality. The company continues to exist with its financial liability, rights, and obligations, while ownership and control of its shares pass to the acquiring company.

**3. Change in Ownership and Management Structure** Acquisition alters the ownership structure of the target company in proportion to the shares acquired, and may extend to its management and board composition. Article 222(b)(5) specifically requires the acquired company to convene its general assembly to amend its articles and by-laws and elect a new board of directors.

**4. Continuity of Rights and Obligations of the Target Company** Since the target company remains in existence, its rights, obligations, and contracts generally continue unaffected. They do not automatically transfer to the acquiring company merely by virtue of the acquisition of all or part of its shares.

## Conclusion

In conclusion, acquisition represents a significant mechanism through which companies pursue investment and commercial objectives, offering opportunities for expansion, growth, and enhanced competitiveness by leveraging the resources and capabilities of target companies. The Jordanian legislator has regulated aspects of acquisition under the Companies Law, particularly regarding the acquisition of one company's shares by another, prescribing the legal procedures for completion, registration, and documentation.

Equally important is the conduct of thorough legal and tax due diligence prior to proceeding, as it plays a critical role in revealing the true position of the target company and identifying existing or potential obligations and risks. This enables the acquiring company to make an informed decision, establish appropriate conditions and safeguards, and mitigate associated risks.

This legal bulletin thus provides a comprehensive understanding of the principal legal aspects of acquisitions in Jordan, including their concept and forms, preliminary evaluation procedures, completion requirements, and key legal consequences, all within the framework of the Companies Law and related legislation.

## SECTION B: Jordan office – Special Projects Department - The Legal Counsel as a Partner in Corporate Sustainability "From Safeguarding the Present to Securing the Future"

### Introduction

In today's economic environment, corporate sustainability is no longer measured solely by profitability or market expansion. It is increasingly defined by a company's ability to manage risks, comply with regulations, and establish effective governance frameworks that ensure continuity of operations while strengthening the confidence of investors, clients, and regulators alike. With the rapid evolution of legislation and the growing complexity of regulatory requirements, legal decisions now directly influence a company's capacity to grow and maintain its competitive position.

Against this backdrop, the role of the legal counsel has evolved beyond resolving disputes or reviewing contracts when needed. Legal counsel now acts as a strategic partner in decision-making, risk management, and the design of regulatory frameworks that safeguard corporate operations and long-term sustainability. Today, the legal counsel is a cornerstone in building a stable institutional environment capable of navigating shifting legal and regulatory challenges.

This paper therefore aims to:

1. Define the concept of institutional sustainability from a legal perspective.
2. Examine the role of the legal counsel in supporting corporate sustainability.
3. Highlight the principal legal risks that may threaten business continuity in the absence of effective legal management.

### First: The Concept of Institutional Sustainability

Traditionally, institutional sustainability has been associated with financial stability and profitability. Today, however, the concept has broadened to encompass a company's ability to operate within a comprehensive legal and regulatory framework that ensures compliance, protects stakeholder rights, and enhances resilience against economic and regulatory changes.

Legal sustainability rests on building internal systems grounded in compliance, governance, and risk management, supported by policies and procedures designed to prevent violations before they occur instead of addressing breaches only after the event. It also requires periodic reviews of internal processes to ensure that contracts, policies, and administrative decisions remain aligned with evolving legal requirements. The impact of legal sustainability extends beyond reducing disputes or liability. It directly influences corporate reputation, investor confidence, access to financing, and commercial partnerships. In a fast-changing, high-risk business environment, sustainability has ceased to be a purely financial concept and has become an integrated institutional approach aimed at protecting the company and ensuring its ability to adapt, grow, and endure.

### Second: The Role of the Legal Counsel in Enhancing Corporate Sustainability

The legal counsel plays a pivotal role in shifting from a reactive legal model to a proactive risk management approach. Instead of intervening only after disputes arise, the counsel anticipates risks by reviewing contracts, analysing potential legal exposures, and establishing internal controls to minimise violations or conflicts.

Counsel also contributes to the development of compliance and governance policies, drafting internal regulatory manuals, and reviewing strategic decisions to ensure alignment with applicable legal frameworks. This role is particularly critical when launching new products, entering foreign markets, or undertaking mergers and acquisitions. Beyond litigation defence, the counsel safeguards intangible assets such as intellectual property rights, trademarks, trade secrets, and data.

Thus, the legal counsel is no longer the "last line of defence" but one of the first safeguards, preventing disputes before they materialise and balancing growth objectives with compliance obligations. This dual role strengthens corporate stability and ensures sustainable operations.

### Third: Preventive Legal Management as an Investment in the Company's Future

Modern legal management is founded on the principle that preventive measures are more efficient and less costly than post-dispute remedies. Decisions made during early planning stages, precisely drafted contracts, and regularly reviewed policies all serve as preventive tools that mitigate risks before they escalate into legal, financial, or operational crises.

Preventive legal management entails continuous contract review, compliance assessments, policy updates, risk evaluations, and clear mechanisms for reporting and addressing violations. It also involves fostering a legal culture within the company through training and awareness programmes.

The benefits of this approach extend beyond legal protection: it builds investor trust, enhances corporate reputation, reduces exposure to fines or disputes, and prevents project disruptions. Preventive legal management should therefore be viewed not as an additional operational cost but as a strategic investment in the company's future—protecting interests, supporting decision-making, and enabling sustainable growth.

### Conclusion

Corporate sustainability today depends on more than product quality or financial strength but increasingly on the ability to manage legal risks, comply with regulations, and embed sound governance principles across all levels of operation. Within this context, the legal counsel emerges as a strategic partner who protects corporate interests, reinforces stability, and supports growth in a constantly evolving business environment.

Legal management can no longer be regarded merely as a cost centre. It is an institutional investment that directly affects corporate stability, investor confidence, decision-making efficiency, and safe expansion. Integrating legal counsel into planning and decision-making from the earliest stages transforms legal management from a defensive function into a proactive tool for value creation and long-term sustainability.

Companies that embrace the legal counsel as a partner in strategy and governance—rather than consulting them only when problems arise—are better equipped to safeguard their present, secure their future, and convert legal challenges into opportunities that strengthen their sustainability and competitive standing.

## Section C: Hammouri & Partners' Iraq Office - The Role of the Companies Registrar in Verifying the Beneficial Owner of Companies and Its Impact on Combating Money Laundering

### Introduction

In this section of this month's bulletin, we discuss the role of the Companies Registrar in verifying the beneficial owner of companies and its impact on combating money laundering under Iraqi law.

Transparency in corporate ownership is one of the most important pillars upon which modern legal systems rely in the fight against money laundering. Company registration is no longer limited to completing formal procedures; it now requires verifying the identity of the individual who actually owns or controls the company, known as the *beneficial owner*.

The term *beneficial owner* refers to the natural person who directly or indirectly owns or controls the company, or who exercises effective influence over its decisions, even if his or her name does not appear among the founders or shareholders listed in official records.

At this stage, the role of the Companies Registrar becomes crucial in verifying the accuracy of beneficial ownership data, maintaining and updating it, and ensuring the existence of a reliable database that competent authorities can access when needed. This contributes to reducing the establishment of shell companies and the risk that commercial entities will be misused to conceal illicit funds.

Maintaining an accurate register of beneficial owners fulfils national compliance requirements and strengthens investor and banking sector confidence, while supporting the state's commitment to international standards on transparency and combating financial crimes.

Conversely, merely recording data without verifying its accuracy may allow companies to be exploited as a means of concealing the true identity of beneficiaries, thereby increasing the risks of money laundering, tax evasion, and the financing of unlawful activities.

Hence, there is a pressing need to enhance the role of the Companies Registrar by developing mechanisms to verify beneficial ownership data, linking databases with relevant government agencies, and adopting modern electronic tools for information exchange. This ensures a balance between facilitating investment procedures and reinforcing transparency and compliance requirements.

### Conclusion

Verifying beneficial ownership data is no longer a secondary administrative measure; it has become a fundamental legal tool for protecting the national economy and strengthening the integrity of the investment environment. Developing the role of the Companies Registrar in this field represents a significant step toward building a more efficient legal framework to confront money laundering crimes, in line with best practices and international standards.

## Section D: UAE office – Consumer Protection in Electronic Contracts under UAE Legislation.

### Introduction

With the near-complete shift of shopping in the UAE to digital platforms, consumers no longer interact with a seller physically present before them, but rather with a digital interface that may even be located outside the country. To address this transformation, the UAE legislator has established a comprehensive legal framework built on three interrelated laws designed to safeguard the digital consumer.

### First: Consumer Protection Law

The primary reference is Federal Law No. (15) of 2020 on Consumer Protection, as amended by Federal Decree-Law No. (5) of 2023.

This law applies to all goods and services, whether sold in traditional stores or online.
One of its core definitions is *commercial fraud*, set out in Article (1), which includes:

- Deceiving the consumer by any means, such as altering or misrepresenting the nature, quantity, type, price, essential qualities, origin, source, or validity of goods, or providing false or misleading commercial data about promoted products.
- This definition explicitly covers misleading advertisements, a common complaint in online shopping where product images or specifications differ from reality.

### Second: Law on Commerce through Modern Technology – The Digital Foundation

Federal Decree-Law No. (14) of 2023 on Commerce via Modern Technology repealed the former Law No. (1) of 2006 and restructured the relationship between the "digital trader" and the consumer.

Key obligations of the digital trader under Article (6) include:

- Selling only legally permissible goods and services, and refraining from offering items requiring prior approval until such approval is obtained.
- Ensuring compliance with promotional and marketing requirements, avoiding misleading practices, and issuing detailed electronic invoices.
- Protecting consumers' personal data.
- Safeguarding intellectual property rights related to purchased goods or services.
- Providing adequate technical safeguards for secure purchasing.
- Offering secure digital payment channels in line with approved standards.

A central mechanism of this law is the requirement that every digital trader be registered and licensed before commencing activity. This ensures that only licensed traders are subject to full legal accountability and consumer protection.

### Third: Law on Electronic Transactions and Trust Services – The Evidentiary Foundation

To operationalize the above protections, Federal Decree-Law No. (46) on Electronic Transactions and Trust Services grants electronic contracts full evidentiary force.
Under this law:

- Electronic invoices, order confirmations, and communications with traders via apps or websites are legally recognized as proof in case of disputes.
- Electronic signatures and seals carry the same legal weight as handwritten signatures.

### Conclusion

Consumer protection in electronic contracts in the UAE is not based on a single statute but on a three-pillar framework: a general consumer protection law, a specialized digital commerce law (2023) detailing traders' obligations, and a law granting electronic contracts full evidentiary authority. Collectively, these provisions make UAE consumers—at least in theory—among the most legally protected in the region when shopping online, provided they are aware of their rights and how to document them in case of dispute.

## Section E: Syria office - Decree No. (20) of 2015

### Introduction

This article addresses Law No. (20) of 2015, which regulates the provisions governing the lease of real estate in the Syrian Arab Republic. The law establishes the legal framework for the relationship between lessor and lessee, depending on the nature of the property and the purpose of its use. It covers properties designated for housing, tourism, and recreation, as well as those intended for commercial, industrial, artisanal, professional, and legally regulated scientific activities. The law clarifies the extent to which lease contracts are subject to the will of the contracting parties and organises the rights and obligations arising for both sides.

**First:**

1. **Freedom of Contract** Leases of residential, tourist, commercial, industrial, artisanal, and professional properties, as well as properties leased to public entities, institutions, organisations, associations, administrative units, and syndicates, are subject to the will and agreement of the lessor and lessee.
2. **Continuation of Previous Provisions** The law reaffirms that these categories remain governed by the principle of contractual freedom, in line with the provisions of Law No. 6 of 2001 and Law No. 10 of 2006.
3. **Properties Subject to Statutory Extension** Certain properties remain subject to statutory extension under Decree No. 111 of 1952, with rent determined as follows:

- 5% of the value of residential property.
- 20% of the value of furniture included in the lease.
- 6% of the value of properties leased for legally regulated professional or scientific activities.
- 7% of the value of properties leased to official departments, or for commercial, industrial, artisanal, public, administrative, organisational, or syndicate purposes.
- 8% of the value of properties leased to schools.

**Note:** Even by agreement, the lessor may not collect rent in advance for more than three months in respect of properties subject to statutory extension.

**Second:**

1. **Registration of Lease Contracts** Lease contracts must be registered with the competent administrative unit (governorate or municipality). They must include the details of the lessor and lessee, their addresses, signatures (or legal representatives), the lease term, rent, purpose, and agreed conditions. A fee of 1% of the rent is payable by the lessor. Registration is only accepted from the owner, their legal representative, or an owner holding at least 75% of the shares.
2. **Legal Effect of Registration** A registered lease contract constitutes an enforceable instrument, enabling the lessor to seek enforcement to recover the property upon expiry of the lease term or to collect unpaid rent. Unregistered contracts are subject to proof under applicable laws.
3. **Assessment of Rent in Cases of Unfairness** Where either party claims unfairness in rent for properties subject to statutory extension, the Conciliation Court assesses the property value through one or more experts or by agreement of the parties. In co-owned properties, judgments based on suits filed by the majority of owners apply to all partners, while suits filed by the minority apply only to their shares. Costs are borne by the losing party or apportioned by the court.

4. **Effect of Claiming Unfairness** A claim of unfairness does not suspend the tenant's obligation to pay rent. Differences are settled according to the rent determined by the court after issuance of a final judgment. Rent reassessment due to unfairness may only be requested once every three years, starting from the date of the contract, the last consensual amendment, or the previous claim.

**Third:**

1. **Cases of Tenant Eviction in Properties Subject to Statutory Extension**

- **Non-payment of Rent:** Failure to pay within 30 days of notification, with one opportunity to remedy by payment plus interest.
- **Misuse of Property:** Causing damage beyond normal use or using the property contrary to contract terms.
- **Subletting or Assignment:** Leasing or assigning the property wholly or partially without written consent of the lessor.

2. **Exceptions to Eviction** Tenants or their heirs may sell or assign commercial or professional property after notifying the owner. The owner may either accept the sale for 10% of the price or exercise a right of pre-emption within 30 days. The buyer becomes the tenant under the same lease terms. Exceptions also apply to introducing a partner while maintaining the property as a single unit, or to transfers between public entities under legal conditions.

3. **Rules for Co-owners Occupying Joint Property** A co-owner occupying joint property is deemed a tenant if approved by the majority of owners, subject to statutory rent, and may be evicted for non-payment. If the property is sold due to partition, the occupying co-owner is not deemed a tenant unless leasing the shares of other partners under a dated contract.

4. **Eviction for Owner's Need of Housing** An independent owner may request eviction to reside in their property under conditions, including ownership of a single apartment for at least two years, subject to protections for tenants such as public employees.

5. **Eviction for Demolition or Unfitness** Eviction may be sought if the owner intends to demolish and rebuild, or if the property becomes unfit or substantially diminished in utility. Evicted tenants are entitled to occupy the new property or receive compensation of 40% of its value. Eviction suits against public entities, parties, syndicates, associations, and educational institutions require one year's notice, with tenants granted 3–6 months to vacate after judgment.

6. **Effect of Breach by One Tenant** A breach by one tenant does not affect others unless their knowledge is proven.

7. **Termination of Lease with Compensation** Owners may terminate leases and recover property in specified cases, compensating tenants with 40% of the property's value. This does not apply to schools or educational institutions leased to ministries unless the ministry declares non-use. In co-owned properties, owners holding at least three-quarters of shares may terminate leases, with compensation apportioned among partners. If usufruct and bare ownership are separated, the right to terminate belongs to the usufructuary.

8. Where leases pass to heirs, suits are directed to those residing with the deceased tenant. Owners must prove ownership with official documents. Judgments must be filed with the Enforcement Department within three months of becoming final, along with compensation, or the owner forfeits the judgment and may not file a new suit for three years. Tenants are granted one month to vacate after deposit of compensation.

### Fourth:

1. **Jurisdiction and Appeals** Conciliation Courts have jurisdiction over all lease disputes, including rent, assessment, eviction, rescission, termination, and compensation. The Court of Cassation hears appeals urgently, and appeals suspend enforcement in eviction and termination cases.

### Fifth:

1. **Exemptions from the Law** The law excludes leases of agricultural land, livestock facilities, workers' housing, occupation of public property, certain state property investment contracts, economic and professional establishments, and properties of the Hejaz Railway.

2. **Penalties** Penalties apply to owners who evict tenants for housing or reconstruction but fail to use the property for the stated purpose within the legal timeframe, and to owners who deliberately harass tenants to force eviction or increase rent. Prosecution requires a complaint from the aggrieved party.

### Sixth:

1. **General and Transitional Provisions** Amounts collected or to be collected as key money, donations, or similar payments for certain public-interest properties are deemed lawful. Final judicial rulings issued before the law's entry into force remain valid, while pending cases and non-final judgments are subject to the new law and the Code of Civil Procedure. Matters not addressed by the law are governed by the Civil Code and the Code of Civil Procedure. Any conflicting provisions are repealed.

### Conclusion

The Lease Law establishes the legal rules applicable in cases of dispute between contracting parties. Conciliation Courts have jurisdiction over disputes concerning rent, assessment, eviction, rescission, nullity, termination, and compensation, as well as all commercial disputes regardless of rent value or claim amount. Further amendments are anticipated in the coming period.

If you would like to discuss further any aspects of this Newsletter, please feel free to get in touch with one of our lawyers, using the contact details in the Contributors section below.

If you feel that other persons would be interested in reading this Newsletter, please feel free to share.

If you wish not to have our upcoming Newsletter or if you wish to amend the contact details, please inform us by sending an email to **info@hammourilaw.com,** titled ***"non-subscription"*** and/or ***"amending the contact details"***.

Warm regards,

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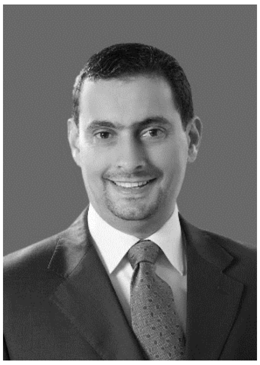

**TARIQ M. HAMMOURI, Ph.D.**
GROUP MANAGING PARTNER
tariq@hammourilaw.com

**YOTTA PANTOULA-BULMER**
OF-COUNSEL,
HEAD OF THE INTERNATIONAL DEPARTMENT
yotta.b@hammourilaw.com

**OBADA ALWARDAT**
TRAINEE LAWYER
obada.w@hammourilaw.com

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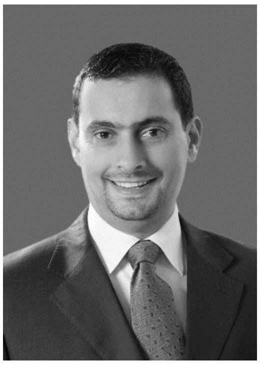

**TARIQ M. HAMMOURI, Ph.D.**
GROUP MANAGING PARTNER
tariq@hammourilaw.com

**AHMED KHALIFEH**
SENIOR ASSOCIATE
HEAD OF CORPORATE
ahmed.k@hammourilaw.com

**REEM AL - NATSHEH**
TRAINEE LAWYER
reem@hammourilaw.com

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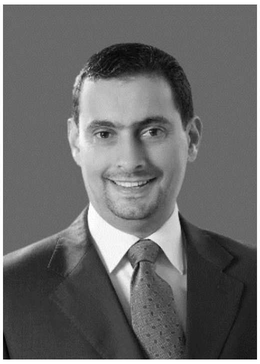


**TARIQ M. HAMMOURI, Ph.D.**
GROUP MANAGING PARTNER
tariq@hammourilaw.com



**YOTTA PANTOULA-BULMER**
OF-COUNSEL,
HEAD OF THE INTERNATIONAL DEPARTMENT
yotta.b@hammourilaw.com



**OBADA ALWARDAT**
TRAINEE LAWYER
obada.w@hammourilaw.com

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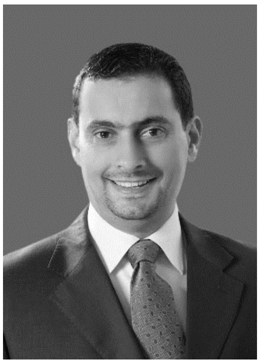

**TARIQ M. HAMMOURI, Ph.D.**
GROUP MANAGING PARTNER
tariq@hammourilaw.com

**OMAR ABU AYYASH**
SENIOR ASSOCIATE / HEAD OF THE SPECIAL PROJECTS DEPARTMENT
omar.a@hammourilaw.com

**ABDALLAH Al-HAJ HASSAN**
JUNIOR ASSOCIATE
abdallah.h@hammourilaw.com

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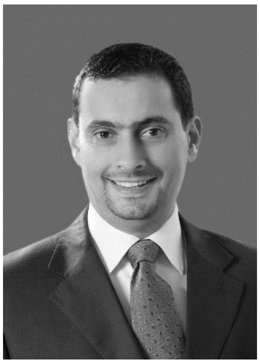

**TARIQ M. HAMMOURI, Ph.D.**
GROUP MANAGING PARTNER
tariq@hammourilaw.com

**YOTTA PANTOULA-BULMER**
OF-COUNSEL,
HEAD OF THE INTERNATIONAL DEPARTMENT
yotta.b@hammourilaw.com

**OBADA ALWARDAT**
TRAINEE LAWYER
obada.w@hammourilaw.com

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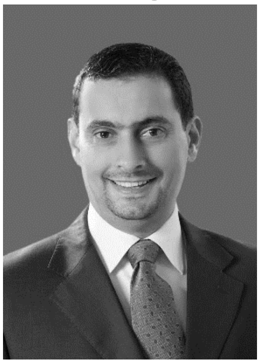

**TARIQ M. HAMMOURI, Ph.D.**
GROUP MANAGING PARTNER
tariq@hammourilaw.com

**OMAR SAWADHA**
PARTNER
omar.s@hammourilaw.com

**MUSTAFA BAQQAL**
PARTNER – IRAQ OFFICE
mustafa.b@hammourilaw.com

**BAKR ALWASMI**
ASSOCIATE LAWYER
Bakr.w@hammourilaw.com

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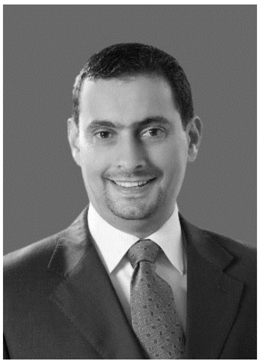


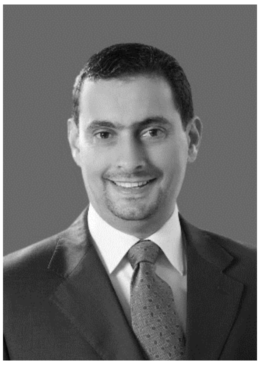
**TARIQ M. HAMMOURI, Ph.D.**
GROUP MANAGING PARTNER
tariq@hammourilaw.com

**YOTTA PANTOULA-BULMER**
OF-COUNSEL,
HEAD OF THE INTERNATIONAL DEPARTMENT
yotta.b@hammourilaw.com

**OBADA ALWARDAT**
TRAINEE LAWYER
obada.w@hammourilaw.com

**CONTRIBUTORS TO THE EDITION IN ARABIC**
**(Section D: UAE office – ““The Legal Advisor as a Partner in Corporate Sustainability: “From Safeguarding the Present to Securing the Future.””)”)**

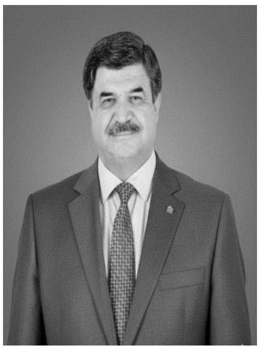

**OMAR SAWADHA**
PARTNER
omar.s@hammourilaw.com



**TARIQ M. HAMMOURI, Ph.D.**
GROUP MANAGING PARTNER
tariq@hammourilaw.com

**ABDULLAH HUSSEIN ALBAKHEET HUDAIJAN**
FOUNDING PARTNER
UAE OFFICE
abdullah.h@hammourilaw.com

**FARAH ALMAAYTAH**
ASSOCIATE - UAE OFFICE
ABU DUBAI BRANCH
farah.m@hammourilaw.com



**MOHAMMED ALMAAYTAH**
PARTNER - UAE OFFICE
ABU DHABI BRANCH
mohammad.m@hammourilaw.com

الحموري ومشاركوه

HAMMOURI & PARTNERS

ATTORNEYS

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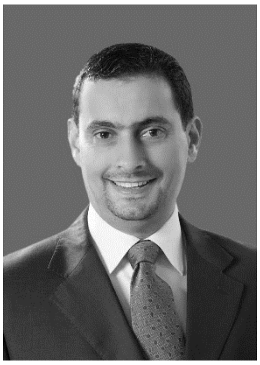


**TARIQ M. HAMMOURI, Ph.D.**
GROUP MANAGING PARTNER
tariq@hammourilaw.com



**YOTTA PANTOULA-BULMER**
OF-COUNSEL,
HEAD OF THE INTERNATIONAL DEPARTMENT
yotta.b@hammourilaw.com



**OBADA ALWARDAT**
TRAINEE LAWYER
obada.w@hammourilaw.com

الحموري ومشاركوه
HAMMOURI & PARTNERS
ATTORNEYS

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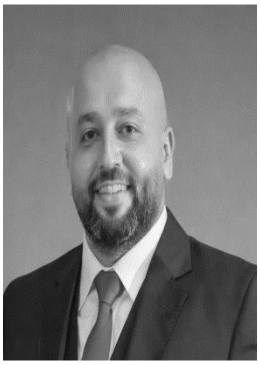
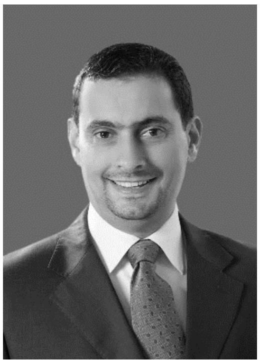


**MOHAMMAD ADEEB ALSHALLAH**
PARTNER - SYRIA OFFICE
adeeb.s@hammourilaw.com



**TARIQ M. HAMMOURI, Ph.D.**
GROUP MANAGING PARTNER
tariq@hammourilaw.com

**OMAR SAWADHA**
PARTNER
omar.s@hammourilaw.com

**OBADA ALWARDAT**
TRAINEE LAWYER
obada.w@hammourilaw.com

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Hammouri & Partners Attorneys at Law has been distinguished and ranked across multiple prestigious legal directories and platforms, including:

1- **Chambers Global Guide 2026**

Hammouri & Partners Law Firm has once again been recognised in the Chambers Global Guide 2026 for its excellence across multiple practice areas in Jordan. The Firm has been ranked in:

- **Corporate/Commercial Global – Band 2**
- **Dispute Resolution: Arbitration Global – Band 2**
- **Dispute Resolution: Litigation Global – Band 3**

**With our Managing Partner, one Partner and three senior corporate lawyers recognised among a selected number of ranked lawyers in Jordan.**



**2- IFLR1000 2025 Edition**

- Ranked our firm as a **Tier 2 law firm for Financial and Corporate practice in Jordan**
- Ranked our firm as a **Notable law firm in Iraq**

**With one partner and three senior corporate lawyers in recognition.**

3- **Legal 500 – 2025 Edition**

The Firm has been recognised in the Legal 500 – 2025 Edition for outstanding legal work in **Iraq as a leading law firm (Band 3).** Also, recognised for work **in Jordan** in three key practice areas:

- **Commercial, Corporate and M&A – Band 2**
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- **Projects and energy – Band 2**

**With three Partners and three senior lawyers recognised through editorial mentions in Jordan and in Iraq.**

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**ABOUT HAMMOURI & PARTNERS ATTORNEYS AT-LAW**

Hammouri & Partners Attorneys at-Law, is a Jordanian multi-practice law firm, founded more than three decades ago (established in 1994) by the late Professor Mohammad Hammouri. Professor Hammouri was a renowned Jordanian attorney and arbitrator, a former Minister of Culture and National Heritage and a former Minister of Higher Education, who wrote extensively, primarily on constitutional rights.

Professor Mohammad Hammouri also founded the first School of Law in the Hashemite Kingdom of Jordan at The University of Jordan, where he served as its first dean. Today, the firm is managed by Dr. Tariq Hammouri, a distinguished academic and attorney and a former Minister of Industry, Trade and Supply. Dr. Tariq Hammouri is both an experienced attorney and arbitrator, with expertise in the Corporate sector, Commercial Transactions, Financial Markets, Banking Law and International Trade. He is an Associate Professor at the School of Law, University of Jordan and formerly served as Dean of the School of Law. Dr. Hammouri is also an officially appointed member of the International Centre for Settlement of Investment Disputes (ICSID) Panel of Arbitrators upon designation by the Government of the Hashemite Kingdom of Jordan, for the period from 2020 to 2026.

Hammouri & Partners' team consists of more than 30 attorneys and a number of other professionals working in the firm's specialised departments, providing professional legal services at local, regional and international level. We also have a strong presence in Iraq, with an office located in Baghdad, the capital of the Republic of Iraq, and a branch in Erbil, within the Kurdistan Region, enabling us to offer comprehensive legal services across the country. The Iraq office has been operational since September 2023.

In early 2026, we expanded our presence into two new jurisdictions; in the UAE, with offices in Dubai and in Abu Dhabi and in Syria, with an office in Damascus. The new offices strengthen our regional footprint and cross-border capabilities.

The firm's legal services cover numerous areas of practice, including the following: Corporate and Commercial Law, from corporate set-up to the drafting of all types of commercial agreements, Intellectual Property Law, and Banking and Finance Law. The Firm advises local and international banks on all Banking Transactions and Regulatory Compliance. Additionally, the Firm's Litigation and Arbitration department has the capabilities and competence to represent parties in the most complex and novel legal matters, with expertise across several areas of law, whether before courts or arbitral tribunals. Hammouri & Partners Attorneys at-Law was one of the first firms in Jordan to establish a specialised International Department to cater to the needs and requirements of international clients across an array of tasks with cross-border elements, including bilateral and international trade negotiations, projects, contracts and related matters.

In addition to the above, Hammouri & Partners provides legal advice and consultation to various industries, including Construction & Infrastructure, Manufacturing, Engineering, Trade, Securities and Energy. Its clients include major energy, healthcare, information technology and telecoms companies.

Hammouri & Partners Attorneys at-Law provides its broad services throughout Jordan as well as worldwide, through established collaborations with reputable law firms in the MENA region, Europe, the United Kingdom and the USA. Hammouri & Partners has earned regional and international acclaim by the most reputable legal directories. Chambers and Partners Global, International Financial Law Review (IFLR 1000) and the Legal 500, all highlight Hammouri & Partners as a leading law firm in the Jordanian legal services industry.

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HAMMOURI & PARTNERS
ATTORNEYS

**Jordan, Amman,**
Shmeisani, Alsharif Nasser Bin Jamil Street,
Cairo Amman Bank Building, # 96, 2nd & 3rd Floor,
P.O. Box: 930084 - Amman, 11193 - Jordan
Tel: +962 6 5691112, +962 6 5699590
Fax: +962 6 5691128
**Iraq, Baghdad,**
Almansour, Alrwad Str.
**Kurdistan, Erbil.**
Waziran, mhla 213, zaqaq 57

Email: info@hammourilaw.com
Website: https://hammourilaw.com