

# Assessment of the authenticity of ordinary bonds as evidence in Jordanian law



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**Abstract** This study examined the role of ordinary bonds in proofs and showed that they have legal validity when a requirement exists: writing or signature; however, this authenticity is described as temporary authenticity. invalidity", whereby such validity would be waived if his validity was challenged by express denial or falsification. If the ordinary bond is valid, that authenticity reverts to the bond, His legal strength has become stronger than before, and he has addressed the scope of the authenticity of ordinary bonds between his parties and others when challenging his validity by denial or forgery, set out the arbitrator's power to assess the validity of the ordinary bond when challenged by denial or forgery. This study also discussed the authenticity of ordinary bond images in proof. This study found that the normal bond is only an argument for others if the date. Is fixed: The ordinary document should have no authority to prove except in certain cases, in which it has the same authenticity.

**Keywords:** writing, signature, denial, forgery, the tribunal's

## 1. Introduction

Modern-day ordinary bonds are one of the best means of proof, as stipulated in all civil evidentiary legislation rights in various civil and commercial transactions, and as evidence that can be prepared in advance, status can be determined precisely as well as affirmative evidence. It reserves the information contained therein over time because it takes place at an undisputed time; when it is submitted to the judiciary, it pronounces those facts that have already been established. (Mansour, 2013)

Unless it is established that it has not been falsified, moreover, the written evidence is devoid of other evidentiary flaws, such as testimony, which diminishes its evidentiary power by potentially missing the opportunity to cite the witness for his death, lying or inaccurately if he is honest because of the error or forgetfulness to which he is subjected.

The importance of the ordinary bond is also to prove that it is the second main type of written evidence and the strength of this bond relative to the other's evidence by providing the concept with assurances of paramount importance by considering it as a professional guide that can be prepared in advance and easy to prepare and less in cost (Nashat, 2005).

Although ordinary bonds are important, their legal power of proof is less than the power of official assignments for issuance by direct stakeholders, who are viewed equally in their legal positions and are not preferred, and there is no reason to weigh one right over another. Authoritative ", the ordinary title is provisional, and its functioning depends on the confirmation or denial of the person attributed to the signature, and the creditor proves the authenticity of the signature; in addition, if the ordinary bond of its parties is established, this does not mean conforming the content of the bond to reality and reality. Law", where the statements contained therein may be proven to be reversed, and the legislature has also required that the ordinary bond be an argument against others unless it has a fixed date. Moreover, there are instances in which ordinary bond photographs gain proof, requiring an examination of the authenticity of ordinary bond photographs (Mansour, 2002). Established by all means of proof in accordance with the principles For free proof applied in commercial materials which means from the underpinnings of business operations and the permissibility of proof of business operations in all ways without waste of time and without formal complexities (Al-Freihat, 2023).

Therefore, this study aimed to determine the authenticity of ordinary bonds by studying a number of problems that need to be addressed. the authenticity of ordinary bonds in terms of their source, content and conditions for the establishment of their authenticity, may be invoked against heirs and private successors, and may be invoked against others. What is the authenticity of ordinary bond images in proof and the mechanism for challenging the authenticity of ordinary bonds? The Court's discretion in assessing the validity of ordinary bonds?

This study derives its importance from the active role of ordinary bonds in guaranteeing and proving rights. This result is also consistent. Despite the passage of time, the information contained therein is reserved because it is organized at an undisputed time when it is submitted to the judiciary.



## 2. Standard Bond Pilgrimage in Proof

The ordinary bond that has been signed is considered an argument for all the facts in it, as it is considered complete evidence as long as this bond has not been denied by those who are responsible for it and has established the authenticity of the signature of the bond after a denial. This authenticity of the content of the bond is established not only in the face of a party but also in the face of others if it has a fixed date.

The authenticity of an ordinary bond can be demolished through the data in it since there is nothing to prevent a person holding a normal bond from lying securely by proving otherwise than what they have.

The general rule is that the ordinary document's image has no value in proof, but the legislature excludes several instances, authorizing proof of the ordinary attribution images and authenticating them.

Therefore, we study ordinary bond pilgrimage between two sides and then study ordinary bond pilgrimage for others. Finally, we examine the authenticity of the ordinary bond images:

**2.1. Authenticity of ordinary bonds between two parties** According to article 11 of the Evidence Act, an ordinary bond shall be deemed to have been issued by a signatory unless he expressly denies the line, illumination or fingerprint attributable to him or her to the recipient of the right.

From this text, it is understood that the authenticity of the ordinary bond is suspended on the confession of the signatory to the validity or denial of the signature. If the attributable person acknowledges the bond by signing it, then the bond has authority to substantiate its issuance by the signatory. In addition, if he is denied the bond by the protester, the bond's authoritative status is temporarily extinguished; however, the plaintiff may prove that the bond was issued by the signatory. Moreover, if a bond is issued by its limbs and physical integrity, this does not mean that the substance of the bond is identical to the truth and that it is agreed upon, which warrants an examination of the authenticity of the ordinary bond in terms of its content.

First, the authenticity of the regular bond in terms of its origin: Article 11 of the Evidence Act stipulates that "Those who protest against him with a bond and who do not want to recognize it, must explicitly deny what is attributed to him by a line or signature, ring or fingerprint, except that he argues against it."

We conclude that the ordinary bond is an argument against the signatory, and when invoked by the ordinary bond, he may take one of the following positions:

A: Denial of a permit granted by law to a person who invokes an ordinary bond to temporarily exclude the authenticity of such a bond of proof without the need for conduct of an allegation of forgery. Until such time as it is established that the attributable person is entitled to a bond and is not permanent, the validity of such a bond can be found once the signature has been valid and attributed to the author. The court is often requested to transmit this bond to a line expert, as stipulated in article 88 of the Code of Civil Procedure (Al-Qadha, 2006).

If the Court determines the validity of the ordinary bond, it becomes the bond that it has confessed or silently denies to the strength of the official bond.

In the event that the report of the calligraphy expert does not prove that this signature is the signature of the person to whom the signature is attributable and which is invoked by the ordinary bond, he does not consider the signature to be an argument against that person. For the ordinary bond to acquire its legal authority, the bond must be signed by the debtor as a signature in which the debtor declares and substantiates its acceptance of the bond's content (Nashat, 2005).

Denial must be explicit, unwarranted, and clearly defined. It is not enough for the debtor to show doubt or not to remember whether or not it signed the bond, as this is not a denial but rather may be imposed on the contrary and be deemed an implicit statement of title (Al-Aboudi, 2006).

Denial may be based on both the line and the signature. In this case, denial may be prolonged, and denial may be limited to signatures without writing. In addition, this is the origin, of course, in cases where the ordinary attribution is located or that the signature on the bond does not belong to him

If the bond contains a writing and a signature, the denial of the line may not be appealed without signature, as regular bond withholding is only required in signed writing. The bond does not have to be written in the line of its signature, but, as previously indicated, it is true that it is written in jealous writing, as is true in print (Nashat, 2005),

Denial should take place before the issue of the bond is discussed. Whoever invokes the ordinary bond and then discusses the issue of the bond, he does not accept the denial of the line or signature. The legitimate aim is to close the gimmick.

It might happen that the ordinary bond would be invoked not in the face of its location but in the face of its heirs or its successor, so it would have been illogical for the legislator to require the heir or successor to deny the signature, and it was a procedure that did not happen to them (Abdul, 2007).

Nevertheless, any such person may invoke the nonissuance of the bond, which he signed not by denying the signature but by arguing that the line and the signature or fingerprint are not those for whom he has received the right. This is expressly attributable to the line or signature as determined by the legislature in article 11, paragraph 2, of the Evidence Act.

Unlike the Egyptian legislature, where article 14 of the Law of Proof determines that a heir or successor is not required to deny and sufficiently swear that he does not know that the line or illumination is the one for whom he received the right. We see that the Jordanian legislature amended the text of article 11/2 of the Law of Evidence and that the Egyptian legislator's course of conduct was interim.

In the case of an oath of office, this may be a deterrent to a claim of lack of knowledge in the event of certainty that the signature is the one for whom the right has been received.

B: Silence If the attributable person silences the ordinary bond and makes no confession or denial, the ordinary bond is authoritative, as if it were recognized, as long as it has not been expressly denied, which is the condition pending the demise of the ordinary bond (Al-Qassim, 2005).

He notes that considering silence an acknowledgment is a departure from the asset that silence does nothing, because nowhere and nowhere produces nothing but nowhere, as Muslim scholars express this rule that it is not attributable to silence but that silence is not a true denial.

However, it is an evasion of acknowledgment and therefore its provision of silence in the event of need. The Jordanian legislature stipulates that this rule in the Civil Code in the text of article 95 is not attributed to Sacht as saying: "However, silence in need is a statement of acceptance, and from that, we can say that silence is an acknowledgment of the validity of the regular bond; it is uncommon for a person to remain silent (Srou, 2005).

The question that arises here is can the authenticity of the ordinary bond be wasted by turning the protester of the bond from silence to outright denial at any time. s rights", the Evidence Act did not explicitly state this question, but it cannot be said that silence in confrontation constitutes implicit confession. As to say otherwise, the debtor gives the procrastinator a means of prolonging the proceedings by deferring the denial of signature to the close of the adjudication.

admit If, by expressly acknowledging that the signature on the bond is its signature, the attributable bond is, in this case, the normal bond is an argument for its issuance from Headquarters, in which case there is no problem, and the ordinary bond from Headquarters is confirmed by the bond and its physical integrity is established accordingly; then, the official bond becomes strong (Al-Nadawi, 1998).

The defendant may not revert to his or her denial on the grounds that he or she did not exist at the time of signing the previously submitted bond. The validity and signature of the bond can no longer be challenged by the Headquarters only through a falsification appeal to establish the invalidity of the ordinary bond approved by the line (Abdul Latif, 2007).

Second: The authenticity of the ordinary bond in terms of content:

If it is established that the ordinary bond of the person attributed is issued either for recognition or for proof after denial unacceptable facts, not only confronting its parties". This validity is already erga omnes, but this authenticity does not exceed that of the official bond, where the reversal of the statements in the ordinary bond may be established by way of no recourse to forgery Hassan Al-Jamaie: Proof of Legal Conduct Concluded Online, (Al-Jamaie, 2000).

Accordingly, the authenticity of the ordinary bond may be destroyed through written statements, including the date of the bond, to demonstrate the contraryity of what is recorded in the bond in accordance with the general rules of proof, according to which nothing contrary to writing may be established between contractors except in writing.

The ordinary bond issued by stakeholders without the intervention of a public official does not have the power to provide proof as does the competent official in the relevant authority. Accordingly, the Jordanian Court of Cassation ruled that since this document is written evidence, it may be refuted only on another basis pursuant to article 29/4 of the Evidence Act. In this case, the contents of this bond may be rebutted only by further written evidence to prove the contrary, including the date and thus the distinctive *raison d'être* about the invalidity of the date written on the acknowledgment and the argument of sale is merely a lack of proof (al-Aboudi, 2006).

## 2.2. Authenticity of ordinary bond photos

The Law on Evidence regulated the authenticity of ordinary bonds in proof and the scope of the authenticity of such bonds but did not regulate the authenticity of ordinary bond photographs. In light of the lawmaker's closure of the authenticity of ordinary bond photographs, we should have known the authenticity of ordinary bonds.

Generally, understood as the transfer of the agreement contained in the ordinary bond by letter or the photograph of the principal of the bond and called the bond transferred by the asset.

Thus, an ordinary document's image is either written or ordinary, and whether it is written or photographic has no value in proof (Musraq, 1998).

There is no provision in the Jordanian Evidence Act for the authenticity of ordinary bond photographs other than those provided for in articles 8 and 9 of the Evidence Act. The legislature has made official assignments of evidence to varying degrees, even though they do not bear the signatures of the authors.

This is explained by the fact that the image of the official bond is also an official bond, as it was edited by a public official competent by virtue of his position and conferred confidence in this official capacity, thereby making it valuable for proof.

For regular bond photos, this trust is not available. As it does not bear the signature of the bond issuer, since the expression in the ordinary bond is signed by the person from whom it was issued. and that ordinary images of Elasanah are liberated by individuals and not interfered with by a public official who formalizes and formalizes them and thus does not have confidence in them or the possibility of fraud by presenting the document's photograph. In cases where there is proof of partial or total innocence of the religion, the person merely presents a picture of the first face below the second of the bond. (Al-Jamaie, 2000).

However, with the exception of several cases, the legislature authorized proof of ordinary indefinite images and authenticated them. These cases are as follows (Mansour, 2000). If the opponent does not dispute the authenticity of the image and does not request the presentation of its origin to match it, he is considered a Muslim to match it with the original, and the courts may rely on it to issue its decision. If the opponent is required to compel his opponent to introduce the submission of attribution and papers in his possession, then the opponent refrains from submitting his papers and documents on the date specified by the courts or refrains from taking the oath; the photographs submitted by him shall be deemed correct and identical to their origin. This photograph shall have the same value as the original proof and shall be argued against (Al-Sinhour, 2000).

If the ordinary copy of the bond is written in the debtor's handwriting, it shall be regarded as a principle proven in writing because it is issued by the debtor in its line and is supplemented by witness testimony, evidence or both.

The principle of proof of writing is any writing issued by an adversary to make the existence of conduct close to the possibility of article 30/of the Jordanian Law on Evidence.

### 2.3. Authenticity of ordinary bonds over others

The *raison d'être* of the right (or its basis) may be the criterion of preference between opposing rights. Third parties conduct this action by cheating others so that it is difficult for others to prove this fraud because they did not participate at the beginning of the ordinary bond book or because of the difficulty in recording it. For example, if he sells a transferee to himself and before handing it over to that person, he sells it to a second person. The second seller is not performing against the first buyer that owns the transferor under the contract. If we had assumed that the ordinary date of the bond was invoked by others and in this first buyer's imposition, it would have been easy for the seller to collude with the second buyer to provide the date, that is, its trade-off between the first buyer (Al-Aboudi, 2006).

The second is based on the primacy of each other's fixed-term contract.

It follows from this that the ordinary bond must be a fixed date until such time as the date becomes an argument against others, which is prescribed in article 12 of the Evidence Act and which indicates the ways in which the date becomes constant in the ordinary bond.

CENTAWL's determination of the meaning of the third party, then the statement of its denomination of the persons who enter the meaning of the third party, and then the statement of the authenticity of the ordinary bond for the third party in terms of its origin, in terms of the data contained therein, and finally, we will address the statement of the methods of establishing the date (Al-Sinhour, 2002).

First: Definition of others and persons who enter the meaning of others:

A person who invokes the ordinary bond and damages the right to receive it from a party to the bond or by virtue of a provision of the law, if the person's history of confrontation is established accordingly, others include the following persons (Abdul Latif 2007):

- Private successor: Any person to whom the predecessor has been criticized is a private right or a particular money. For example, the buyer is a person who creates the seller in a particular money. The actions of the predecessor (seller) are effective on that money before a particular date. This date is only an argument against him if it precedes the said date.
- Barrier creditor: If the creditor seizes on movables owned by a debtor or on the debtor's money in lieu of a debtor, it becomes a third party to any actions or bonds issued by the debtor relating to the reserved money in preparation for the sale of the debtor and the fulfillment of the right. Accordingly, any conduct by the debtor with respect to such money reserved for sale or exchange is effective against the barrier creditor only if the date is fixed before the seizure is signed (Abdul Latif, 2007).
- Encumbered creditor: If a creditor seizes the encumbered debtor's money, each creditor with an ordinary bond has a right to object to that encumbrance, but if the mortgage date is officially fixed and prior to the date of that debt, it is not enforced against it (Nashat, 2005).
- Bankrupt creditor: The month of bankruptcy entails the removal of the trader's hand in the management of his funds and the proof of the right of creditors over these funds, which makes them third parties for their actions. Such actions are not incurable to creditors unless they have a fixed date prior to the month of bankruptcy (Srou, 2005).

Second, the authority of the ordinary bond in terms of its issuance and the statements contained therein. The ordinary bond shall be invoked both in terms of its issuance by the signatory and in terms of the authenticity of the statements and facts recorded therein in terms of the issuance of the ordinary bond by the signatory deemed to be issued by the signatory, unless

the signatory denies its issuance. If the signatory confesses to the signatory's issuance or is proven after an investigation in the event that the signatory denies its issuance or disregards the author's appeal, the author shall be deemed to be the author's. In the event of a protest against others, such as a heir or a successor to an ordinary bond after the signatory's death, denial is not needed, but it is sufficient to argue with ignorance any argument that the signature is not known to the person attributed to him. With regard to the authenticity of the data and the facts recorded in the bond, a third party's argument is as valid as that between the parties, but it may prove that it contradicts the general rules of evidence (Abdul Latif, 2007).

Third, there is the authenticity of the regular bond for others in terms of history's validity. The date is established by article 12/1 of the Evidence Act (the ordinary title shall only be an argument against others on its date from the time it has a fixed date). Article 12/2 of the Evidence Act provides for a fixed date:

### *2.3.1. On the day of approval by a notary:*

The notary is the government official responsible for regulating or documenting official bonds within the limits prescribed by law in the interest of the applicant after payment of legal fees. The method by which the ordinary bond is certified by the notary is clear and is the usual method where it is certified by registering the ordinary bond with the notary so that the ordinary bond has a fixed date, which is the date of registration. Bond ", and from the date of its registration, Goh acquires the official bond in respect of, by date, the reversal of this date may only be established by allegation of forgery (Al-Qadha, 2006).

### *2.3.2. On the day when the content of the ordinary bond is established in another paper, the date fixed shall be deemed to be official:*

The fixed-date bond from the day it is recorded shall be secured on another fixed-date bond, whether official or ordinary. The full text of the bond shall not be proven. It shall not be sufficient to mention the bond. The summary of the bond and the sufficient data shall be mentioned to identify it in a manner that is unequivocal.

On the day that a judge or staff member indicates to him, for example, that the regular bond shall be provided in his or her hearing, to be indicated by the judge or the clerk of the session, or that it shall be submitted in the invitation documents to be indicated by the competent staff member in the Registry; therefore, it shall be a sign of the bond and the date on which the judge or the clerk of the hearing has established the bond (Al-Qadha 2006).

From the day of death, one of those on the bond has a fixed or recognized effect from a line or signature. This article includes the parties to the contract from a creditor and debtor. The date of death of any of these parties is fixed until the time of death, as long as the normal bond includes the line and the signature of a party does not envisage a signature after death.

Once the date is established by one of the cases provided for in article 12 of the Evidence Act, it is certain that the ordinary bond exists on the date of this fact and that date becomes the reliable one to protest against the ordinary bond of others. In other words, the proof of date has no retroactive effect and does not have the effect of confirming the date recorded in the ordinary bond, which is reliable only for the contractors' Mabena or their representatives; the original date of the bond is not taken but rather the fixed date, as stated (Al-Nadawi, 1998).

If the date is not fixed in one of the established ways, article 12 of the Evidence Act is only ready to argue that the date is invalid, and adherence to the validity of the date has the burden of proving its bond date.

## **3. Proof of Validity of a Regular Bond**

### *3.1. Party challenging the validity of the regular bond*

We have submitted that the lawmaker has left anyone protesting against him with an ordinary bond the choice between two ways: denial with a bond or allegation of forgery. Therefore, in challenging the authenticity of the ordinary bond, we will examine the method of denial and then claim forgery.

First, denial.

It is a license granted by law to those who protest against it on normal grounds without the need for conduct to claim forgery ", pending confirmation of the issuance of the attributable person's bond, if the issuer denies the line, lightning or fingerprint attributable to him or her pending the determination of this appeal, until such time as the issuance of the bond proves what has been attributed to it (Al-Aboudi, 2006).

If the ordinary bond is denied, the burden of proof falls on the adversary who maintains the bond; in this case, it would be preferable to leave adherence to this paper or to resort to investigative procedures, matching, writing and hearing witnesses, or any informative work.

The conduct of the investigation proceedings on the validity of the ordinary bond requires that the denial of the bond before the court be explicit to be an explicit and firm picture of the denier's persistence in denying it. Denial may not be implicit, nor may it be inferred by mere silence. The claim must have an impact on the resolution of the dispute. This requirement does not derive from the fact that it is a general requirement for all the facts to be established (Momen 2008).

If one of the parties denies the line or illumination attributed to it, the Court shall, at the request of an adversary, decide on the conduct of the investigation. The Court may not decide to conduct the expertise on its own initiative. In light of the fact

that the legislature has established a certain clear course of proof in the event of denial of the bond, Accordingly, the Discrimination Tribunal held that if the privilege did not require the expertise to be conducted after the privileged person denied that they had signed the lease contrary to article 88 of the Civil Procedure, it would have fallen short of itself, and the minor was the first to lose (Musraq, 1998).

The legislator did not require any special requirement in the application that was in writing claim ", the application is authorized to be submitted orally to the court, and it is authorized to be in writing and the substance of the application is to seek investigation of the contested bond. If the Court accepts that request, it orders the investigation of that bond through the legal means set out in the Code of Civil Procedure. The validity of the bond is to be regarded as an argument against all by the person attributed to it; in material integrity, such validity may not be rebutted by challenging forgery (Al-Jamaie, 2000).

If the bond is found to be invalid, the bond loses its authenticity in proof. For an ordinary bond, if it is denied or challenged by an opponent, an investigation and writings may not be conducted, as the seal and signature on it is a copy of a signature, and it bears no signature or fingerprint pursuant to article 10 of the evidence.

#### Second Forging

Forgery is an artificial change of fact in the facts and statements to be established by a written instrument invoked that may result in material, moral or social damage.

... From this text, it is clear to us that forgery is a change to the fact contained in the bond with the intention of cheating on the bond, document or any other bond in one of the material or moral ways set out by law. Such a change would cause harm in the public interest or to a person, thereby leading to a lack of confidence in the handling of documents and causing great harm to society (Al-Jamaie, 2000).

Therefore, if the adversary resorts to a falsification claim, the court's task in this case is limited to the acceptance or refoulement of the application, depending on the requirements of the article. (99) Jordanian Civil Courts No. (16) for one year (2006), where it was mentioned (if the outstanding bond is alleged to be fraudulent, the court is requested to examine it, and there is evidence and emirates supporting the existence of forgery, the court shall take the counterfeiting plaintiff as a guarantor of his opponent's failure and damage if his case is not established and then refer to the warrant of investigation of the forgery proceeding to the prosecution and deferral of the original claim until it is decided on the said forgery).

If these conditions are met, there shall be an allegation of forgery by the adversary alleging the falsification of the bond and a request to the court.

The Court's conviction is that there is evidence and emirates in favor of forgery.

The claimant's personal or monetary assurance to compensate the debtor for any disruption or damage caused as a result of such an allegation.

The court shall take the necessary action by transmitting the order investigating the forgery case to the Public Prosecutor's Office and deferring consideration of the original invitation until such a time as the said falsification is decided. If the allegation is established, the deed shall be deemed ineffective, and the applicant shall be referred to the court at the beginning of the penalty for trial in accordance with the rules of the Penal Code. If the claim of forgery is valid, the deed shall be deemed valid and may not be challenged again by falsification (Al-Sinhouiri 2002).

### 3.2. The authority of the court to assess the validity of the regular bond

The legislator is granted discretion in taking any evidentiary action to obtain the truth, based on the judge's positive role in the self-determination of the truth and the achievement of a fair judgment. The legislature conferred upon the court broad powers and powers in assessing the value and productivity of the evidence submitted, which enables him to determine whether the bond is valid and whether the deduction is requested.

First: The Court's power to assess the validity of the regular bond on its own initiative

The trial court before which the deed is submitted by the adversary to substantiate his claim has broad authority to assess the validity of this bond. The legislature gave the court full authority to examine the validity of any grounds submitted to it in the proceedings and to weigh what guarantees themselves to probability as long as it is necessary to adjudicate the case; additionally, the legislature may exclude in proof any normal bond when it manifestly appears to it from its situation and from the circumstances of the proceedings that it is marred by forgery and manufacture (Al-Nadawi, 1998).

The court may exclude any bond on its own without requesting the opponent if the suspicion arises as a result of filler, cramming or write-off. If the court finds from the circumstances of the case that such increases or omissions are defective to the bond, it may not rule on and set aside the bond; the court shall exercise its powers by excluding the bond or ruling it invalid through its duty to disclose the truth and may order the action of its own motion to disclose the truth of the bond. In our view, the legislator should explicitly exclude the authority of the court in the event of suspicion of normal validity (Abdul Latif, 2007).

The court in question may also exclude the ordinary document on its own motion without requesting the opponent if the suspicion and suspicion relate to it or if the document's image is unclear. If the judge finds that the picture is unclear, the court may exclude it and not adopt it.

We have already indicated that challenging the validity of an ordinary bond is either by expressly denying the bond's issuance from its location or by challenging the forgery. If one of the parties denies the line or illumination attributed to him or



her and requests the prominence of the bond to conduct the investigation by matching and writing from the court, the court is not bound by the opponent's request to conduct the investigation as soon as the opponent requests to conduct the investigation. If the court considers that the denial and the request of the investigation were only until the stalling and malice, notwithstanding the denial here, the court may return the opponent's request for an investigation (Al-Aboudi, 2002).

The court may also dismiss the litigant's application if it finds it futile to appeal and if the bond to be investigated is not productive in the proceedings. The weight of the evidence is the prerogative nature of the trial court, and the legislature has required the admissibility of the line investigation claim to have an effect on the dispute. In addition, if the Court finds strong evidence and evidence of the validity of an allegation of forgery, it may dismiss an allegation of falsification based on the notion contrary to article 99 of the Code of Civil Procedure (Nashat, 2005).

## 5. Final Considerations

Through our study of the subject of this research, we found that the term "normal bond" is valid in two ways: writing and signature. In addition, by their availability, his authority has been established with regard to the issuer of that bond, both in terms of its role and in terms of its content, and so for others. We have shown that the legislator has allowed anyone who does not want to invoke the bond against him or who does not recognize him or her to challenge it through an appeal of explicit denial or an appeal against forgery, as indicated by the Court's authority to assess the normal validity of the attribution on its own initiative or at the request of the litigants. Additionally, we found that there are cases where the ordinary bond image is authentic.

This study yielded a series of important findings. The authenticity of the ordinary bond in terms of its origin is deemed to be issued by those who signed it, but this validity can be rebutted by challenging the validity of the bond by explicit denial or falsification. As to the authenticity of the bond *ratioe materiae*, the evidence in the bond is sincere, but this authenticity can be established by the general rules of proof, according to which the reversal of the writing may be established only in writing.

The ordinary bond is not limited to contractors but also extends to others, provided that the bond is fixed in one of the ways provided for in article 12 of the Evidence Act.

We have found that the legislature has not provided for the authenticity of ordinary bond copies in proof, but there are instances where the ordinary bond image acquires its authenticity in proof. We have found that the trial judge before whom the bond is submitted has considerable authority to verify its validity and diminish its value.

This study has reached several conclusions for Jordan's legislature, the most important of which is to amend the text of article 10 of the Law and the evidence so that the signature of the bond with a fingerprint or seal shall not be considered unless it is in the presence of a competent public official or two witnesses who signed the bond.

Amend the text of article 11/2 of the Law on Evidence to read the heir or the successor would suffice to swear to us by not knowing that the line, illumination or fingerprint of the person who receives the right. As a deterrent to a claim of uncertainty, the signature is the signature of the person who has received the right.

A provision in the Evidence Act stipulates that "whoever protests against him on ordinary grounds and discusses his subject shall not accept denial of the line, illumination or fingerprint in order to fill the door of the obscure and decisive opposition." Its discussion of the issue of the bond for those protesting against it would serve to recognize the validity of the bond's ratio of the organization of investigation and forgery procedures in the event of denial of the bond in chapter II of the Evidence Act.

Finally, explicitly stipulating the Court's authority to assess the normal validity of the attribution in the event of doubts as to the validity of the bond.

## Ethical considerations

Not applicable.

## Conflict of Interest

The authors declare no conflicts of interest.

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## References

- Abdul Latif, M. (2007). *Law of Proof in Civil and Commercial Materials*, Arab House of Thought: Cairo.
- Al-Aboudi, A. (2006). *ordinary bonds and their role in civil proof*, Culture House: Amman.
- Al-Freihat, M. (2023). *Fraud as a Reason to Book a Documentary Credit* Published in *Pakistan journal Society of Criminology*.
- Al-Jamaie, H. (2000). *Explanation of the Law Dar al-Arabi*: Cairo.
- Al-Nadawi, A. (1998). *Explanation of the Law of Evidence and Procedure*, First Edition of Culture House for Publishing and Distribution: Amman.

- Al-Qadha, M. (2006). Evidence in Civil and Commercial Materials, First Edition, Dar Al-Culture: Amman.
- Al-Qassim, M. (2005). The Law of Proof in Civil and Commercial Materials, First Edition, Halabi Rights Publications: Beirut.
- Al-Sinhouri, A. (2000). Mediator in Civil Law Commentary, Part II Evidence, Third Edition, Halabi Beirut Publications: Beirut.
- Hassan, A. (2000). *Proof of Legal Conduct Concluded Online*, Dar Al-Nahda Al Arab: Cairo.
- Mansour, A. (2013). explained the provisions of Jordan's Law of Evidence, second edition, Enrichment Publishing and Distribution House: Amman.
- Mansour, M. (2002). Principles and Methods of Evidence: Alexandria.
- Musraq, S. (1998). The Origins of Evidence and Its Procedures, Absolute Evidence, Part XII, fourth edition, Library of Lebanon's.
- Nashat, A. (2005). Proof Letter, Part I, sixth edition, Dar al-Arabi:Cairo.
- Sorour, M. (2005). Summary of Evidence in Civil and Commercial Materials, Arab House of Thought: Cairo.