



RESEARCH ARTICLE

The Principle of Legitimate Expectations in Administrative Law and Civil Contract Law

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ABSTRACT

The principle of legitimate expectation typically represents one of the most substantial applications of legal protection in the legislative or administrative field. Legitimate expectation considerably aims to protect individuals or entities from arbitrary or unfair decisions made by public authorities or administrative bodies when an administrative decision-maker has reneged on a representation or past practice. Legitimate trust primarily aims to protect the confidence or reliance of those addressed by the rules or state decisions, by enjoying the right to the stability and predictability of their legal rights and obligations based on those rules or decisions, without fearing sudden or unjust changes that would undermine their trust or interests.

Nonetheless, in Jordanian legislation, the principle of legitimate expectations was inadequately addressed, comparable to other countries, which explicitly adopted this principle, stipulated clear statutes and relied upon in judicial decisions. This does not imply, however, that the Jordanian lawmaker has disregarded this concept entirely. Rather, it has been incorporated into a number of clauses and texts, yet in a less overt way or under different names. This principle has also been cited and used by Jordanian judges in their verdicts that mandate its application. However, the distinction lies in the term the courts have chosen to describe it. Notwithstanding their many names, the intent and goal of all legal documents and rulings are the same, guaranteeing that Jordanian law continues to uphold the concept of legitimate expectations.

INTRODUCTION

The principle of legitimate expectations is commonly recognized in the member institutions as a general legal principle. It is tightly correlated with trust, good faith, prohibition of abuse of discretion, and res judicata of administrative decisions. Legitimate expectation in administrative law typically arises when an individual or entity reasonably expects a public authority to act in a specific manner based on previous actions, policies, or statements. This expectation can be procedural (expecting to participate in a decision-making process, e.g., consultation) or substantive (expecting a particular benefit or result). However, is there any relation between legitimate expectations and contractual relationships?

Like legitimate expectation in administrative law, contractual legitimate expectation may arise when one party to a contract has a legitimate expectation, based on prior practise, promises or statements, that the other party would continue to perform specific activities or uphold specific conditions. Unexpected changes or a failure to fulfil those expectations could be interpreted as a breach of good

faith. Therefore, parties to a contract commonly establish their contractual relationships based on legitimate and stable expectations ensuring fairness, developing confidence and preventing arbitrary actions by the other party. Undoubtedly, for a contract to be legally effective, all parties involved must agree upon its terms and conditions since the parties' consent helps facilitate the potential modification of the contract.

Anticipating the effects of the contract is one of the basic pillars on which the legal system of contracts is based. No person enters into a contract unless he has particular expectations in light of the legal system. Expectations and aspirations require stable and high-quality laws that are not shrouded in ambiguity or emptiness. The creation of a legal framework for contracts must be guided by a particular social vision and manifested through a set of dependable legal precepts that provide contractual protection.

In conclusion, legitimate expectations are an essential component of the fair treatment norm. This concept's main goal is to protect people's faith in established legal systems, especially when those expectations are undermined or rendered invalid by administrative or legislative changes.

Research Problem and Questions:

In comparison to other nations that have expressly recognised this principle of legitimate expectations, established specific statutes, and relied upon it in court rulings, Jordan's laws did not effectively address the concept of legitimate expectations. This is not to say, however, that the Jordanian lawmakers have completely ignored this principle. Instead, it has been incorporated in other phrases and texts, sometimes under new titles or in a less obvious manner. Since this principle is important in protecting individuals or entities from arbitrary or unfair decisions made by public authorities or administrative bodies, it was of great importance to clarify this principle and the role of legitimate expectations within the scope of civil and administrative law by clarifying its concept and the basis on which this principle is based, and its conditions and effect that will lead to its application in the field of civil and administrative law. The research seeks to address the issue of legitimate expectations through answering the following questions:

1. What is meant by the legitimate expectations principle?
2. What is the foundation for the principle that legitimate expectations should be respected?
3. Under what circumstances might the legitimate expectations concept be applied?
4. What legal effects does the legitimate expectations principle have?
5. How does the court evaluate interests in administrative decisions and civil contracts?

Research Objectives:

The main objective of this study is to illustrate the concept and legal effect of the principle of legitimate expectations in civil contracts and administrative decisions.

Research Approach:

The analytical approach was adopted in this research to examine and analyse the jurisprudential opinions that addressed part of this study, interpreting and explaining all the elements that are related to the subject of this study, and deducing and inferring the correct connections from them. To present this principle adequately, this research was divided into three chapters, the first delves into the definition of the principle of legitimate expectations and its basis. The second chapter discusses the principle of legitimate expectations in administrative law, its conditions, and legal effects. The third chapter examines the principle of legitimate expectations in civil law, its conditions and legal effects.

CHAPTER ONE

The Principle of Legitimate Expectations

This section presents a thorough discussion of the definition of the principle of legitimate expectations and the ground constituting it.

The concept of legitimate expectations

The concept of legitimate expectation consists of two words, which are expectation and legitimate. Expectation refers to the anticipation of future events based on evidence and substantiated by logical reasoning. It is also defined as a current representation of the future occurrence ⁽¹⁾. The concept of legitimate refers to that which can be spontaneously planned and logically anticipated. It reflects what an individual reasonably expects to align with their interests, based on robust, consistent, and comprehensible evidence ⁽²⁾.

The principle of legitimate expectation and trust was one of the controversial principles of jurisprudence. The theory of legitimate trust was first introduced by Emmanuel Lévy who led the notion of protecting individuals' expectations that arise from established legal norms or administrative practices. Lévy's work established the groundwork for the more general idea of legitimate expectations, which is today generally recognised in both public and private law contexts, especially in countries with a strong French and European legal heritage. According to Fabrice Melleray the principle of protecting legitimate expectations is one of the most controversial principles between private and public law jurisprudence, as each domain has endeavoured to establish it based on theories specific to its legal framework ⁽³⁾. The French State Council explicitly recognized legitimate trust as a legal principle in the KPMG decision of 2006, considering that the principle of legitimate trust constitutes the personal application of the broader principle of legal security, meaning that citizens have an acquired right to maintain their status.

Numerous legal scholars have sought to set a precise definition of the principle of legitimate expectation, the most prevalent one incorporated that "the abstract general rules enacted by the legislative authority in the form of laws or by the executive authority in the form of administrative regulations that must not be introduced in a sudden, unexpected manner that conflicts with the legitimate expectations of individuals and are rooted in objective basics derived from established systems and guided by the official policies proclaimed by the public authorities, as well as the promises and assurances provided by them" ⁽⁴⁾.

The Basis of The Principle of Legitimate Expectations

The principle of protecting legitimate expectations is typically founded on several key legal bases for legitimate expectations including the principle of good faith and legal security.

First: The principle of good faith

The principle of protecting legitimate expectations in civil law is established on the broader concept of the principle of good faith, a fundamental legal tenet applicable to all legal actions. It incorporates

¹ Sabrina Bou Zaid, *Legal Security and Competition Provisions*, 1st ed., Dar Al-Wafa Library, Egypt, Alexandria, 2018, p. 60.

² Bawab Bin Amer, and Hanan Ali, *The Right to Legitimate Expectation (Legitimate Trust) as One of the Pillars of Legal Security*, research published in the *Journal of Legal Studies*, Volume (7), Issue One, Date (March 2020), pp. 57-85.

³ FabricMelleray, *LarevanchedEmmanuelLevy?Lintrouction du principe de protection de la confiancelegitime en droit public francais,Droit et societe.2004/1 n56.57,p.144*. Cited in Quoted from Shoul bin Shakra: *The legal basis for the principle of protecting legitimate expectations*, research presented within the framework of the national conference entitled *Respecting legal expectations*, University of Qasdi Merbah Ouargla, Algeria, 2016, pp. 38, 39. Mohamed Mounir Hassani: Previous reference, p. 31.

⁴ Ali Majeed Al-Akeili & Hiba Qasim Aliwi, *The Role of Administrative Judiciary in Protecting Legitimate Trust*, a research published in the *International Journal of Legal and Political Research*, Volume (6), Issue (1), publication date (5/2022), pp. (627-642).

the concept of the principle of executive good faith, which aims to enable the judge to intervene in the contractual relationship to maintain contractual equilibrium, by imposing abiding obligations on both parties to the contract and maintaining protecting the rights and obligations of parties to the contract during the performance of the terms and conditions of the contract. In the context of contracts, the principle of good faith primarily constitutes an obligation to ensure that each party respects the interests and expectations of the other party. Furthermore, it ensures integrity, stability, fair legal transactions and the representation of the interests of all parties to the contract ⁽⁵⁾.

This principle has been incorporated in Jordanian legislation in various legal texts explicitly or implicitly. For instance, Article (202) of the Civil Code stipulates: "The contract must be performed in accordance with its contents, and in a manner consistent with the requirements of good faith." Article (675) of the same law specifies that "Each of the two contracting parties shall be obliged to carry out the contents of the contract in such a manner as to achieve the lawful purpose thereof." Additionally, Article (156) of the same law states that "A person who has made a mistake may not rely on it in a manner inconsistent with good faith."

In administrative law, the administration has solely the authority to amend administrative contracts, which distinguishes it from other civil contracts. The administration's authority to the amendment is not principally absolute, rather, it should be coupled with several grounds, for instance, the administration's good faith, the existence of justification and legitimate interest in this amendment, and consideration of the public interest, provided that the amendment is within the limits of the proportions specified by the laws and regulations ⁽⁶⁾. Additionally, there must be a proportionality between the amount of damage that befell the contracting party, and the public interest sought from this desired amendment. If there is a substantial gap in the interests of the contracting parties, this implies that the administration has abused its power and carried out the contract in bad faith.

However, we contend that establishing the principle of protecting legitimate expectations on the principle of good faith primarily confines its application to contractual relations solely. This is because traditionally good faith is typically regarded as a principle specific to contracts. The principle of protecting illegitimate expectations has a broad concept and application that seeks to protect all those subject to the law from abrupt acts arising from changing circumstances, not just contractual ones. The concept of good faith has a restricted application, even if it helps to build predictability and trust in actions that meet legitimate expectations. Particularly, without enough legal or factual certainties, a contracting party cannot act on their initiative in ways that only reflect their expectations, such as their knowledge of any potential or occurrence of an event.

Second: Principle of legal security

The legal security principle is a foundational doctrine of law that aims to protect individuals and entities from capricious or retroactive changes to laws or administrative procedures by promoting stability, predictability, and clarity in the legal system. The premise behind it is that individuals ought to be able to plan their lives and affairs with the assurance that the laws that regulate them remain reliable and trustworthy over time. Therefore, legal security is considered one of the most important basic elements of a state of law.

The availability of legal security provides individuals with the ability to anticipate the limits of state intervention and to recognise which actions entail legal effects so that it can be invoked as evidence of the law, whether this security is due to the legal rules of actions in general or the legal rules that govern the contractual relationship between individuals in particular. The principle of legal security,

⁵ Mahmoud Fayyad: The extent of the commitment of comparative legal systems to the principle of good faith in the contract negotiation stage, *Journal of Sharia and Law*, United Arab Emirates University, ed 27, Issue 54, 2013, 2013, pp. 225, 230.

⁶ Nawaf Kanaan, *Administrative Judiciary*, Dar Al Thaqafa for Distribution and Publishing, Jordan, (2009), p. (308).

according to many legal experts, is the foundation of the concept of legitimate expectations. Advocates of this view argue that both principles are intended to safeguard people's trust ⁽⁷⁾.

By examining the Jordanian legal rules, we obtain that the Jordanian legislator did not explicitly address the principle of legal security, rather he included it in all legal rules. This principle is clearly evident in the content of Article (93/2) of the Jordanian Constitution, which states that: "The law shall come into force at its promulgation by the King and the lapse of thirty days from of its publication in the Official Gazette." Despite their seeming similarities, some legal scholars contend that there are important distinctions between legitimate expectation and legal security. The advocates of this principle elucidate that, in contrast to legitimate expectation, which arises in unique situations involving specific individuals, legal security necessitates the relative stability of legal principles in general and abstract terms. The legitimate expectation principle mainly ensures and respects the established agreements between individuals ⁽⁸⁾.

We argue that these perspectives are consistent in viewing the legitimate expectation principle and the legal security principle as two sides of the same coin. From a wider perspective, both principles serve the same goal of promoting trust in legal transactions and ensuring a sense of stability and assurance in all activities, even though legitimate expectations may particularly address individual circumstances. This common goal holds true regardless of whether the trust and expectation relate to universal, abstract laws or to the behaviours that regulate interpersonal interactions. In essence, these ideas support predictability and trust in the legal system by cooperating.

CHAPTER TWO

The Principle of Legitimate Expectations in Administrative Law

This section presents the conditions required for applying the principle of legitimate expectations in administrative law.

Conditions of the principle of legitimate expectations in administrative law

Since the Jordanian legislator did not explicitly address the principle of legitimate expectations, we can't rely on a specific source for studying this principle. However, by examining the distinctive jurisprudential view, we conclude that they tend to stipulate three conditions that must be met in this principle.

The expectation must be grounded on a previous administrative action.

Individuals typically anticipate certain actions and perform consistently with them when their expectation arises from prior actions, promises, valid decisions or assurance provided by an administrative authority. In practice, the Supreme Court of Justice stated in its decision ⁽⁹⁾ that (whereas the effect of the opposite statement is that the employee's last monthly wage is calculated according to the legal rule that was prevalent on the date of his provisional retirement and which was cancelled upon his retirement, which means that the effect of the cancelled legal rule extends beyond the issuance of the new legal rule that cancelled it, i.e. the previous legal rule is powerful than the subsequent legal rule, although the law only controls the legal fact existing under it. If it ends, its control over it is nullified and its place is vacated for the new legal rule that replaced the old one. Therefore, the cancelled legal rule does not apply to the facts that arise after its cancellation, which means that the rule that was decided under Regulation No. (121 of 2007) is the one that must be

⁷Shoul bin Shahra, The Legal Basis of the Principle of Protection of Legitimate Expectations, a research published on the website: <https://manifest.univ-ouargla.dz/index.php/archives/archive/facult>.

⁸ Mazen Lilo Radi, Protection of Legitimate Expectation in the Judiciary of the Supreme Administrative Court, research published on the website <https://www.sjc.iq>.

⁹ Decision No. (281/2008), Supreme Court of Justice, published on Qustas

applied when calculating the last wage of the applicants and not the previous legal rule, and as long as the Judicial Service Regulation No. (121 of 2007) is the one under which the applicants were compulsorily retired, its provisions must be applied to the applicants and calculated. Their basic wages in accordance with its provisions. This is because the right of the summoned to the basic salary that they are entitled to upon their retirement is derived directly from the civil service regulations, and the Retirement Committee does not have the discretionary authority to prevent or deprive, as their jurisdiction is restricted such that if the employee meets the required conditions, then it is necessary to abide by the rule of law and calculate his last monthly salary in accordance with what is stipulated in Regulation No. (121 of 2007), which does not allow the employee to be deprived of a legal position that he deserves according to the general rules, as these rules generate individual positions for their direct beneficiaries.

The exception is legitimate and reasonable.

This condition implies that the individual's anticipation and intent are grounded on legitimate and reasonable expectation, provided that it is based on and consistent with prior decisions adopted by the current administrative decision and that there are no indications that the administration intends to withdraw or amend the previous decision, but rather the administration takes a sudden action without any preliminary procedures for it. However, if the decision is straightforward and it is reasonably anticipated that the administration may alter it, the expectation lacks validity in such a case. In this instance, the judge is empowered to assess the specific circumstances surrounding the expectation ⁽¹⁰⁾.

The legitimacy of the administration's first action

Before discussing the principle of legitimate expectation and the extent of its availability in the conduct performed by individuals and its legal effects, the individual's conduct must initially be legitimate in its essence.

Legal effects of the principle of legitimate expectations in administrative law

One of the most important effects of legitimate expectation is ensuring the individual freedom enjoyed by individuals in the state if this principle is available in all legal rules issued by the authority. The legitimate expectations principle primarily seeks to codify and formalise laws so that individuals can better understand and anticipate them. Individuals are better able to match their actions with the established legal framework when expectations are anchored in written legal provisions. In addition to improving the precision and coherence of expectations, this codification makes it easier for individuals and authorities to act and behave straightforwardly and understandably. This approach allows individuals to act in ways that suit their preferences and decisions, which promotes realistic expectations and reduces anxiety about abrupt administrative changes. Modifying written legal texts entails a specified timeframe and particular procedural criteria, in contrast to unwritten norms ⁽¹¹⁾. In addition to giving individuals explicit indications of potential alterations, these procedures allow the judiciary to assess whether the changes were within the bounds of legitimate expectations or not.

CHAPTER THREE

The Principle of Legitimate Expectations in Civil Law

The function performed by the principle of legitimate expectations in civil contracts can only be demonstrated by signifying the conditions of this principle, which are the existence of a valid contract, the reasonableness of these expectations, and the legitimacy of these expectations.

¹⁰Mazen Lilo Radi, op. cit, p 13

¹¹ Yahya Muhammad Al-Nimr, Judicial Protection of the Principle of Legitimate Expectation in Administrative Disputes and Its Impact on Encouraging Investment, Journal of Law and Economics, Issue, p. (290).

Conditions of the principle of legitimate expectations in civil law

Valid contract

Article (167/A) of the Jordanian Civil Code stipulates that a valid contract is: “A valid contract is a contract which is lawful in its essence and description, being made by a competent person in respect of a subject matter properly falling within the ambit of a contract, having an existing, valid and lawful purpose and in proper form, and unaccompanied by any vitiating condition.”

To consider a contract valid, it must include three main elements, namely the consent of the parties to the contract, subject matter, cause, and form, in formal contracts. If any of these elements are missing, the contract is rendered void. The contract must be valid and free from defects in consent to have its legal effects since legitimate expectations are limited to valid contracts. If the contract is afflicted with a condition that prevents it from being a valid contract, it may not be the subject of legitimate expectations. In parallel, the modification of contractual obligations is only during the execution phase, not the creation phase, which requires that the contract be valid and in place for the possibility of modification, otherwise, it can be terminated.

Reasonableness of expectations

The notion of reasonableness is typically used in law as a tool to balance the rights and obligations of the contract, which requires that the contracting parties bear a reasonable amount of their actions, to determine the optimal solution to the presented incident, and in a way that achieves justice for the contracting parties, through a comprehensive perception of the contracting parties' expectations. Reasonableness is also utilised to determine the reasonable amount of these expectations. However, ignoring reasonableness as a criterion for balancing the contracting parties' expectations leads to the failure of the contractual relationship and the termination of the contract, which requires the contracting parties to return to the state they were in before the contract, which constitutes a threat to the contract. Comprehensibly, the criterion of reasonableness leads to balancing the contracting parties' expectations, and in a way that leads to the balance of contractual performance and the stability of the contract to protect the contract continuation.

The concept of reasonableness is cited in the theory of emergency through the assertion that contractual obligations should be adjusted to a reasonable extent as Article (205), Jordanian Civil Code stated that: “If exceptional circumstances of a public nature which could not have been foreseen occur as a result of which the performance of the contractual obligation, even if not impossible, becomes oppressive for the obligor so as to threaten him with grave loss, it shall be permissible for the court after weighing up the interests of each party, to reduce the oppressive obligation to a reasonable level if justice so requires, and any agreement to the contrary shall be void.”⁽¹²⁾. Reasonableness in this text was not mentioned explicitly. No specific criteria for determining the definition of reasonableness were explicitly addressed, but the controls for determining it can be stated, namely the nature of reality, the nature of the contract and its purposes, in addition to the special circumstances surrounding it.

Regarding the position of the Egyptian and Jordanian judiciary, their decisions were not devoid of rulings related to reasonableness, as stated in a decision of the Jordanian Court of Cassation (what the appellant is demanding is not to return the obligation to its lowest levels, and that the subject of returning the burdensome obligation to a reasonable limit is included in Article 205 of the Civil Code).⁽¹³⁾

According to the aforementioned, reasonableness is a broad, flexible criterion that seeks to strike a balance between competing, legitimate expectations while taking into consideration the nature of

¹²Article (205), Jordanian Civil Code

¹³Decision (No. 1852/2022), Discrimination of Rights, published on Qistas.

those expectations and their function in upholding the contractual justice and good faith principles that the contract's parties desire.

The Legal Effects of The Principle of Legitimate Expectations in Civil Law

The principle of legitimate expectations has two legal effects: the first is maintaining contractual equilibrium, and the second is maintaining contractual justice.

Maintaining contractual equilibrium

Contractual balance is typically manifested in two stages, the first is the stage of concluding and forming the contract, and the second is the performance of the contract. This study is concerned with the stage of contract performance. We will review contractual obligations and how they achieve the interests of the two contracting parties, by finding an appropriate solution to disputes arising from contractual imbalance, to avoid the termination of the contractual relationship and find a solution that achieves the interests of the contracting parties. Contractual justice requires identifying the true intention of the contracting parties and avoiding the ambiguity that plagues contracts.

The objective balance of the contract means the financial balance of a contract which refers to the fair alignment between the economic value of the rights and obligations exchanged by the contracting parties. It ensures that neither party bears an unreasonable or disproportionate financial burden compared to the benefits they receive under the contract ⁽¹⁴⁾.

The content of the contract encompasses all of the obligations and rights that allow the parties to engage in economic activity. The essence of the contractual relationship is reflected in this exchange, which consists of reciprocal performances whose complexity and type vary according to the significance and goal of the contract. According to French jurisprudence, all contracts are based on the fundamental principles of fairness and equality in performance ⁽¹⁵⁾. According to these guidelines, neither party is required to offer or perform noticeably more than what they receive or what the other party has promised to provide. However, the principle of equality is breached, and the fairness and justice essential to contractual balance are negatively affected when one party to the contract typically bears an excessive burden beyond what is reasonably proportional to the other's performance. ⁽¹⁶⁾

The relationship between contractual equilibrium and legitimate expectations is represented by the necessity of proportionality, which means the extent to which the contractual terms are appropriate for the economic benefits expected from them ⁽¹⁷⁾. We see in the field of assessing legitimate expectations that it should take into consideration the achievement of the interests of both parties without giving priority to the interests of one party over another, achieving the intended purpose of the contract and obtaining the economic benefits expected from it.

Achieving stability in transactions

Stability in economic transactions is principally represented in terminating contracts and eliminating unstable contractual positions. The notion of economy in the context of terminating contracts indicates achieving the balance between executing the contract and terminating it, i.e. excessive termination of the contract or neglecting its performance. This balancing entails assessing the necessity of carrying out the contract, which satisfies the main reason for entering into contracts and

¹⁴ Hassan Abdel Basset Jami, *The Impact of Inequality between Contracting Parties on the Terms of the Contract*, Dar Al Nahda Al Arabiya for Publishing and Distribution, Cairo, 1998.

¹⁵ I. Fin-langer, *l'équilibre contractuel*, Th, LGDJ 2002, P.10 et 11

¹⁶ Muna Jaar Shiaa, *The Reasonable Period in the International Sales Contract*, PhD Thesis, University of Baghdad, 2013, p. 27.

¹⁷ Muna Jaar Shiaa, *The Reasonable Period in the International Sales Contract*, PhD Thesis, University of Baghdad, 2013, p. 27.

is the ultimate objective of all agreements: performance, against the request to annul or terminate contracts when justified.

The legal doctrine holds that the most drastic remedy is to terminate and invalidate a contract, which dissolves the agreement and undermines the legal positions it created. Restoring the contracting parties to their pre-contractual state is the goal of this procedure. The longer this remedy is delayed, the more detrimental its effects will be, especially if the parties have already made substantial progress on contract execution and incurred related costs. This issue is particularly important because contracts are now an essential and indisputable part of national economies ⁽¹⁸⁾.

The interest of the contract is realised by maintaining and completing its performance, even with a breach that can be remedied by compensation to the injured party. Legitimate expectations are typically relevant in long-term contracts with extended execution, which the two parties to the contract typically seek to continue performing and maintaining, as the execution of the contract for its parties does not only achieve their common interests but also represents economic significance as it is a tool for exchanging money and services ⁽¹⁹⁾.

Concerning the elimination of legal positions, trust between the two parties to the contract and reassurance of the ability of each party to perform their obligation are considered fundamental elements on which contracts are grounded, as each of them relies on the good faith of the other party, reputation, and economic status. Yet, if an unexpected scenario occurs during the execution of the contract that undermines their confidence, such as in cases where one of the parties is unable to fulfil his obligations to the extent of causing an imbalance in the contractual performance, then, it is preferable to act promptly to mitigate the consequences of this predicament by enabling the injured party to suspend their performance or compensate them for the actual incurred loss arises from their performance of the contractual obligation.

CONCLUSION

Based on the legal, judicial, and jurisprudential aspects of the principle of respecting legitimate expectations, the researchers concluded with the following findings and recommendations, which we summarise as follows:

RESULTS

1. Legitimate expectations are one of the fundamental elements of contractual justice, which aims to protect the trust of individuals or entities from arbitrary or unfair legislative or administrative decisions resulting in unexpected change of past practice; The principle of legitimate trust is the subject of the principle of contractual security.
2. The principle of legitimate expectations cannot perform the desired result unless it is based on reasonable and legitimate expectations.
3. In economy, the principle of legitimate expectations in civil and administrative contracts leads to maintaining contractual equilibrium and contractual justice through terminating contracts and eliminating unstable contractual positions.
4. To protect contractual security and the legitimate expectations of the contracting parties, it is necessary to recognise the general legal principle of protecting legitimate expectations, which is specific to the contract. The judge is the key player in determining which contractual interests need to be safeguarded.

¹⁸ Mohsen Shafiq: The theory of war as a force majeure and its impact on the commercial sales contract: An analytical study of the Egyptian and French judiciary, *Journal of Law and Economics*, Cairo University, Vol. 10, No. 1, Part 3-4, 1944p. (170).

¹⁹ Abdul Mahdi Kazim Nasser: Economics in Contract Termination, master's Thesis, University of Karbala, (2017), p. (74).

RECOMMENDATIONS

1. Promoting the stability of the laws governing contractual relationships to ensure the rights of the contracting parties and preventing the encroachment of one party over another, as this can lead to encouraging foreign investment opportunities in Jordan.
2. Lay down exclusive law addressing this principle in the constitution to enhance the confidence of contracting parties in regulations and procedures.
3. Protecting individuals from any unexpected changes, or amendments that affect the application of the law when concluding contracts, enhances this principle and prevents one party from gaining an unfair advantage over the other.
4. The principle of respecting legitimate expectations must be stipulated directly and under the title of the principle of protecting the legitimate expectations of investors, particularly, in the field of administrative law.
5. Enacting legislation to directly articulate this principle and to enforce it in civil contracting to safeguard the contract's parties.

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