



The Federal Supreme Court had been convened on 4/5/2014, headed by the judge Madhat Al-Mahmood and membership of judges Farouk Mohammed Al-Sami, Jaafar Nasir Hussein, Akram Taha Mohammed, Akram Ahmed Baban, Mohammed Saib Al-Nagshabndi, Abood Salih AL-Tememi, Michael Shamshon Qas Georges, and Hussein Abbas Abu Al-Temman, who authorized in the name of the people to judge and they made the following decision :

The Plaintiff: (Ra.Ain.Kaf), his barrister the agent (Kaf.Ain.Alif.)

The Defendant: (Sin.Alif.Ain.)

The plaintiff's agent claimed that the defendant initiated the case No.(863/Beh/2013) before Al-Fallujah court of the first instance requesting the difference between the two wages. He presented to the court a damaged photocopy from the External sale contract.it contains many Impurities which make it look like a forged contract. In another case No.(184/Bh/2012) the witnesses signed who signed on the External sale contract and the court didn't take any action about them. After initiating the case No.(863/Beh/2013) the plaintiff found the original copy of the External sale contract and presented it to the court. the court adopted it and it didn't take any legal action about the plaintiff. There was a contradiction in the witnesses' testimony in another case No.(184/Beh/2012) and the court didn't take any action too. Also, a rental contract was made between the plaintiff and the defendant. It annulled the External sale contract. also, The court didn't take care of another defense presented by the defendant agent (the plaintiff in this case), It contained (to add the deleted lines) but the court didn't take care of that too. The plaintiff agent requested in his case before the Federal Supreme Court to annul the decision of the court the subject No.(863/Beh/2013) on 18/8/2013, according to the provisions of the FSC, because Al-Fallujah court of first instance decision violates the laws. The court selected the day 27.4.2014 a date to hear the case. Because 3.5.2014 is an official holiday for ICR elections, the case will be heard on 4.5.2014. the court had been convened on that day. Both the plaintiff and his agent attended but the defendant didn't although he was warned based on the law. The court decided to make the argument in public. The plaintiff agent repeated his case petition and requested from the court to decide according to it. He added " we challenge the contracts presented to the court of the first instance. It is forged and I request to investigate in the forgery facts. Whereas nothing left to say, the court made the end of the argument understood and the decision was understood publicly.



The Decision:

During scrutiny and deliberation by the FSC in the case subject and the plaintiff requests, it found that on 18.8.2013 a decision issued by the court of the first instance of AL-Fallujah, case No.(863/Beh/2013) to oblige the plaintiff to pay for the defendant amount of 56900000 dinars as compensation for the difference between the two wages because he didn't register the real estate he bought according to the External sale contract. The plaintiff requested to annul the decision of the court of the first instance No.(863/Beh/10`3) and requesting to investigate in the forgery facts. The FSC finds itself incompetent to hear the case of the plaintiff according to the article (93) from the Constitution and the article (4) from its law No.(30) for 2005. It is not competent to annul decisions issued by courts. The law formulated a method to challenge the provisions issued by the competent courts. He was supposed to follow these methods. Also, the court is not competent to try in the forgery facts claimed by the plaintiff. Based on the above, the plaintiff case was initiated at an incompetent court. the FSC decided to reject the case for incompetence point and to burden the plaintiff with all the expenses of the case. The decision issued unanimously and decisive and understood in public on 4/5/2014.