

University Abou Bekr Belkaid - Tlemcen
Faculty of Law and Political Science
Department of Private Law

**WORKSHEET MEANS OF PROTECTING THE GENERAL SECURITY THE
ACTION FOR NON-ENFORCEABILITY (PAULIAN ACTION) AND THE
ACTION FOR SIMULATION AS A MODEL**

Level: Master 1 in Private Law
Academic Year: 2025–2026 (Semester 2)
Module: English Language
Lecturer: ZERROUK IMENE FATIMA ZOHRA

EXERCISE 1: True or False with Justification

1. The Paulian action is a modern legal invention introduced for the first time by the new Egyptian Civil Code.

Answer: ☐ True ☐ False

Justification:

MODEL ANSWER: False. The Paulian action is not a new or innovative action; it is an ancient remedy known to the Romans, transferred into the old French Civil Code, and recognized in Islamic jurisprudence. The new Egyptian Civil Code merely revived it after a period of absence.

2. The action for non-enforceability (Paulian action) results in the complete nullity of the contract concluded between the debtor and the transferee.

Answer: ☐ True ☐ False

Justification:

MODEL ANSWER: False. The Paulian action is neither an action for nullity nor compensation. Unenforceability does not mean the act is void; the contract remains valid between the debtor and the transferee. It is simply treated as unenforceable against the creditors.

3. Under Algerian law, if the debtor's contested act is gratuitous (such as a donation), the creditor is not required to prove the debtor's fraud.

Answer: ☐ True ☐ False

Justification:

MODEL ANSWER: True. Algerian law considers gratuitous acts (like donations) as a presumption of fraud in themselves. Therefore, the creditor bringing the action is not required to prove the debtor's fraud, unlike in French civil law.

4. A creditor can successfully bring a Paulian action even if their legal right to claim the debt arose after the debtor concluded the contested transaction.

Answer: ☐ True ☐ False

Justification:

MODEL ANSWER: False. One of the fundamental conditions related to the creditor in a Paulian action is that the creditor's right must precede the contested transaction.

5. Absolute simulation refers to a situation where an apparent contract conceals a hidden contract that differs from it in certain aspects.

Answer: ☐ True ☐ False

Justification:

MODEL ANSWER: False. This is the definition of relative simulation. Absolute simulation refers to a situation where an apparent contract is created that has no real existence at all.

6. Between the contracting parties, proof of simulation contrary to a written document must generally be established by written evidence.

Answer: ☐ True ☐ False

Justification:

MODEL ANSWER: True. Because simulation constitutes an exception to the general rule, the contracting parties cannot prove anything contrary to what is written except by written evidence (a counter-letter), unless exceptional cases apply (e.g., loss of document, moral impediment).

7. The Algerian legislator clearly resolved the conflict of interests among third parties in Article 198 of the Civil Code.

Answer: ☐ True ☐ False

Justification:

MODEL ANSWER: False. The Algerian legislator failed to regulate the conflict of interests among third parties in Article 198. In contrast, the Egyptian legislator explicitly regulated this by giving priority to those relying on the apparent transaction.

8. In a conflict of interests among third parties, preference should theoretically be given to the party invoking the real, concealed transaction over the one invoking the apparent simulated transaction.

Answer: ☐ True ☐ False

Justification:

MODEL ANSWER: False. Based on comparative jurisprudence (Egyptian and French law), preference must be given to the interest of those who rely on the apparent transaction (the exception) over those who rely on the concealed one.

9. If a Paulian action succeeds regarding a sale contract, the transferee (buyer) has no legal recourse against the debtor (seller).

Answer: ☐ True ☐ False

Justification:

MODEL ANSWER: False. Because the contract remains valid between them, the transferee (buyer) may have recourse against the debtor through an action for warranty against eviction or by requesting rescission of the contract or unjust enrichment.

10. "Third parties" with respect to the proof of simulation includes the creditors of the transferor.

Answer: ☐ True ☐ False

Justification:

MODEL ANSWER: True. "Third parties" in relation to proving simulation refers to any person other than the contracting parties whose interest lies in invoking the real, concealed transaction. This category explicitly includes the creditors of the transferor and his heirs.

EXERCISE 2: Paragraph Writing (7 Points)

Instructions: Choose ONE of the following topics and write a well-structured academic paragraph. Your paragraph MUST contain a clear Topic Sentence, Supporting/Refuting Sentences, and a Concluding Sentence.

Topics:

1. "The Paulian action is an effective mechanism for protecting creditors' rights."
2. "Simulation constitutes a serious threat to the general security of creditors."
3. "The Algerian legislator should regulate the conflict of interests among third parties as the Egyptian legislator did."

Write your paragraph here:

MODEL ANSWERS (Examples for Students):

Legend: Topic Sentence | Supporting/Refuting Sentences | Concluding Sentence

Model Paragraph 1 (Topic 1):

The Paulian action serves as a highly effective and essential mechanism within civil law for the protection of creditors' rights against fraudulent debtors. When a debtor's financial situation deteriorates, they might intentionally dispose of their assets—such as selling properties at a low price or making gratuitous donations—to remove them from the general security available to creditors. By instituting the action for non-enforceability, the legislator empowers the creditor to suspend the legal effects of such harmful transactions. Although this action does not nullify the contract between the debtor and the transferee, it renders the act legally unenforceable against the challenging creditor, allowing them to initiate enforcement proceedings as if the asset had never left the debtor's patrimony. Furthermore, Algerian law strengthens this protection by treating gratuitous acts as a presumption of fraud, relieving the creditor from the heavy burden of proving bad faith. Consequently, the Paulian action stands as a robust legal shield that maintains equality among creditors and preserves the stability of the civil credit system.

Model Paragraph 2 (Topic 3):

The Algerian legislator must urgently intervene to regulate the conflict of interests among third parties in simulation cases, drawing inspiration from the successful approach of the Egyptian Civil Code. Currently, Article 198 of the Algerian Civil Code grants third parties acting in good faith the right to rely on the apparent transaction, but it completely overlooks the scenario where a direct conflict arises. For instance, the creditors of the transferee naturally seek to invoke the apparent simulated transaction to protect their rights, while the creditors of the transferor have a vested interest in invoking the real, concealed transaction. Because it is impossible to give effect to both contradictory contracts simultaneously, legal uncertainty prevails in Algerian jurisprudence. The Egyptian legislator wisely resolved this dilemma in Article 244 by establishing a clear rule: priority is given to the third parties relying on the apparent transaction over those relying on the concealed one. Therefore, amending the Algerian Civil Code to incorporate this prioritization principle would eliminate legal ambiguity, protect good-faith reliance on apparent contracts, and ensure greater stability in financial transactions.

EXERCISE 3: Key Legal Terminology

English Term	Arabic Equivalent
Paulian action / Action for non-enforceability	
Action for simulation	
General security	
Creditor / Debtor	
Transferee	
Insolvency	
Bad faith / Good faith	
Gratuitous act / Onerous contract	
Counter-letter	
Absolute simulation / Relative simulation	
Simulation by interposition	
Warranty against eviction	
Unjust enrichment	

General successors / Particular successors	
Beginning of proof in writing	

MODEL ANSWER (Terminology Key):

1. Paulian action / Action for non-enforceability	الدعوى البوليصة / دعوى عدم نفاذ تصرفات المدين
2. Action for simulation	دعوى الصورية
3. General security	الضمان العام
4. Creditor / Debtor	الدائن / المدين
5. Transferee	المتلقي / المتصرف إليه
6. Insolvency	الإعسار
7. Bad faith / Good faith	سوء النية / حسن النية
8. Gratuitous act / Onerous contract	تصرف تبرعي (عقد تبرع) / عقد معاوضة
9. Counter-letter	ورقة الضد
10. Absolute / Relative simulation	الصورية المطلقة / الصورية النسبية
11. Simulation by interposition	الصورية بطريق التسخير

12. Warranty against eviction	ضمان الاستحقاق
13. Unjust enrichment	الإثراء بلا سبب
14. General / Particular successors	الخلف العام / الخلف الخاص
15. Beginning of proof in writing	مبدأ الثبوت بالكتابة