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## ***The Legal Implications of the Right to Retention: A Comparative Study of Creditor Protection in Civil Law Systems***

kedjar Zahia Hourial\*

1Faculty of Law and Political Sciences – Mouloud Mammeri University of Tizi Ouzou, Laboratory of Globalization and National Law (Algeria)

[zahiahouria.kedjar@ummto.dz](mailto:zahiahouria.kedjar@ummto.dz)

<https://orcid.org/0009-0006-8835-8622>

### ***Abstract:***

*This paper aims at explaining the concept of the right to retention as a legal device for the protection of creditors, as a tool for safeguarding creditors and ensuring payment security. Highlighted are its benefits in protecting creditor rights by comparing its utilization in frameworks such as the Algerian, French and Egyptian Civil Codes. The study explores the prerequisites for invoking this right. How it proves advantageous. Case studies, from sales, easements and deposits demonstrate applications of the right to retention to ensure payment and asset protection. The paper also discusses how the right to retention stacks up, against ways creditors protect themselves like mortgages and pledges by pointing out its simplicity and direct use but also mentioning its limitations well. Ultimately though when you compare these methods you see that while the right to retention has its perks it works best in situations where ownership of property is crucial, to the creditors case.*

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**Résumé :**

*L'objectif de cet article est d'expliquer le concept du droit de rétention en tant que dispositif légal pour protéger les créanciers et assurer le paiement sécurisé des dettes qu'ils détiennent. Il met en évidence les avantages de ce droit dans la défense des intérêts des créanciers en comparant sa mise en œuvre dans les systèmes juridiques du Code civil algérien, français et égyptien. L'étude examine les conditions nécessaires pour exercer ce droit et analyse ses avantages pratiques. Des exemples pratiques concernant la vente de biens immobiliers et les servitudes sont cités pour illustrer l'application du principe de réserve visant à garantir le paiement et la sécurité des biens concernés. L'article examine également la façon dont ce principe se compare à d'autres moyens de garantie comme l'hypothèque et le gage en mettant en avant sa facilité d'utilisation et son efficacité directement observable tout en mentionnant ses limitations. En résumé et pour conclure: malgré les avantages que peut présenter le droit de reunion; il est particulièrement pertinent dans des context très spécifiques où la possession d'un bien revêt une importance capitale pour le créancier.*

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*\*Kedjar Zahia Houria*

## Introduction

General guarantee is a means of protecting the creditors' rights, as they can enforce it to fulfill their rights under the article 188 of the Algerian Civil Code that stipulates that the whole funds of the debtor guarantee fulfillment of their debts. General guarantee is defined as a legal guarantee that aims at providing legal protection for the creditor in order to satisfy his personal right by the debtor. It is also defined as the debtor's financial disclosure.

A concept that can be traced as far back as the Roman Law, the right to retention has grown to become an important feature of the legal systems of today, aimed at benefiting creditors. (Leif, 2011) This right is the specific legal principle that allows a creditor to keep a debtor's property until the debt is paid, a separate guarantee that is available when general security is inadequate. In current civil law, the right to retention is not only a means of securing the performance of contractual debts but also a remedy unfair for creditor avoiding behaviors. (Abdelwahab, 1994) (Boudriga, 2018) However, its application is not without its challenges, particularly in equitably balancing the rights of creditors and debtors, especially when its implementation is challenged in real estate auctions or bankruptcy cases. (Aynès, 2025) (Pavićević, 2019)

Even though the historical precedent is rich for the right to retention in different legal systems, there are still many questions and concerning scope it's are legal approached nature vary and across the jurisdictions; (Wilson, 2021) extent some of treat its application. treat as the it a way as right in a to which right personal in property, right definition rem. while to the others retention Algerian within legal the system, parameters diminish for of its example, the effectiveness. has laws encased on the rights of creditors but with restrictions that greatly (Hamad, 2020) (Adhaher, 2012) This ongoing legal evolution reflects the need for clear, standardized provisions regarding the creditor's ability to exercise retention rights.

This in particularly possession right important of can in the also cases possible. property be where or another where useful legal the tool actions debtor in like has preventing claim not unjust recovery fulfilled enrichment, or his especially legal or when proceedings her the obligations. debtor for This is debt mechanism not enforcement is are not (Arabidhi, 2008) (Patrick, 2009) The different right countries to including France retention repayment and is of Egypt, also their pointing incorporated debts to within through its the means

significance overall other in framework than ensuring of the that creditor more credit rights complex providers by and are the expensive able legal litigation to systems processes of secure (Adhafer, 2012)(Bjerre, 2020)

The retention right offers benefits, to creditors by lowering the chances of nonpayment and safeguard the value of the retained assets; however, it has drawn criticism for misuse from some legal experts who view its extensive application as an abuse of authority especially, in scenarios concerning real estate properties. (Alster, 2023)(Aissa, 2003)The lack of oversight, on how the right to retention's implemented and enforced could weaken the protection creditors receive by favoring those in positions of greater authority. This could result in smaller creditors being at a disadvantage in regions.(Theo, 2023)

This study seeks to evaluate how effective the retention right is, in safeguarding creditors interests within the system specifically compared to other legal systems globally. The research will delve into the application and advantages of the retention right for creditors while also addressing any challenges it may present. Furthermore, the paper will make suggestions, on ways to improve the effectiveness of the retention by proposing reforms that aim to streamline its implementation and increase consistency across different legal frameworks.

### **Statement of the Problem**

The financial disclosure of a person means a set of financial rights and obligations that are either personal or in rem, present or future. However, despite the importance of this guarantee in civil legislation, it turned out to be ineffective in fulfilling credit for the creditor. This is due to many reasons including the debtor's failure to dispose of his funds, which reduces the effectiveness of the general guarantee and may result in creditors not being able to meet their rights fully.

Moreover, the creditor is not entitled to intervene in the management of the debtor's funds and to prevent him from disposing of his funds. On the opposite, the debtor's right to act remains valid until implementation procedures are taken, which also represents a risk for the general guarantee. This is why the legislator sought to provide more protection for the creditor, to help him face the debtor's different behaviors that are often harmful for the creditors, as legal mechanisms have been put under their disposal in order to preserve general guarantee including the indirect action, the non-enforcement action or what is called

Paulian action and faint action. All these actions fall under the heading of implementation means entitled 'ensuring the rights of creditors.

Moreover, this heading included what is known as the right to retention, as it is noticed that this right is considered as a guarantee, since it falls under this heading, but it is not set in favor of the general guarantee, i.e in the interest of the creditors, but rather in favor of the creditor only who is in a legal position that entitles him to this right. Including it under this heading has raised some kind of ambiguity and problem, because it is for this reason that some argue that the right to retention is one of the procedural means of maintaining general guarantee, whereas the majority sees that the right to retention is a means of fulfilling special guarantee for the creditor.

The right to retention is not a modern right, it is rather an ancient one that originated in the Roman law, as the holder in good faith was allowed to file a recovery action filed by the owner in order to get back what he has spent for the preservation and improvement of the real estate According to (Abdelwahab, 1994 ) This is why it can be described as a means granted by the legislator to the creditor once this latter makes by himself his own guarantee. This right is legitimately consecrated such as the verse from The Bees (verse No. 126), which further illustrates the ethical considerations surrounding this principle.

In this sense, the following question arises: **How effective is the right to retention as a guarantee of the protection of the creditor?**

To answer this research problem, we had to clarify the concept of this right as a guarantee, and then illustrate its importance and advantages for the creditor by adopting the analytical method of legal texts and the comparative descriptive method. For this reason, we structured this study in two sections as follows:

Topic one: The concept of the right to retention

Topic two: Advantages of the right to retention

### **THE FIRST TOPIC: The Concept of the Right to Retention**

The term 'right to retention' is somehow problematic, and some may understand that it refers to the right to imprisonment for this reason, it would have been better if the Algerian legislator had used the term 'right to hold something' that he employed in article 390 of the Civil Code, related to the holding of the sale which is considered as one of the applications of the right to retention. In this

regard, the Jordanian legislator did well when he used the term ‘right of retention’, because the word (detention) is more applicable in the penal code.

Moreover, one should not mix between the said term and the retention right that results from a contract of pledge in which the warged pledges to deliver the thing to the mortgagee creditor or a third party to possess it, and he retains the thing until he fulfills his right to exploit it. Yet, the right to retention is a negative means of defense, i.e an abstention, but he is not entitled to exploit the retained thing as it is the case in a mortgage, even if he is subject to the same obligations of the mortgagee creditor in this mortgage, such as the obligation to preserve the retained thing as a common man would do. In order to clarify this right to retention given its position among other guarantees, one must define it, present its scope and nature.

### **First section: Definition of the right to retention**

#### **First Requirement: Historical Background**

The concept of the right, to retention has a history with its roots tracing to Roman law where it served as a method to safeguard the interests of creditors, against debtors’ obligations by permitting property possessors who invested in its upkeep or enhancement to keep possession until the debt was settled. Throughout history. Across legal systems, around the world—the concept of retention rights has transformed and adjusted to serve as a crucial safeguard for creditors’ interests. In frameworks this right has evolved beyond its original intent. With an increasing number of nations integrating, it into their civil laws to facilitate creditors in enforcing their rights without the need, for complex legal proceedings (Aynès, 2025)(Adhaher, 2012)

As societies and economies became more intricate over time the concept of the right, to retention evolved progressively. In civil law systems this right is not a form of protection but also serves as a proactive measure empowering creditors to hold onto assets to guarantee debt repayment. This evolution has expanded the application of the right to retention to scenarios, beyond agreements, including instances of unjust enrichment or misconduct (Boudriga, 2018)(Hamad, 2020)

#### **The Second Requirement: Legal Definition and Scope**

Retaining rights refer to an arrangement that permits a lender holding a debtor’s property to retain it until the debtor fulfills their debt obligations effectively and



efficiently, this practice offers creditors the authority to hold onto property as a means of ensuring the debtors' duties are met and is not restricted to assets but can also extend to immovable possessions, in specific regions based on legal regulations.

Compared to mechanisms, like pledges and mortgages the concept of the right to retention stands out due to its distinctive nature and use. Unlike a pledge where the lender holds onto the property as collateral for a debt the right to retention is established through the creditor's connection, to the property stemming from a transaction or service rendered

The main difference, between the right to retention and a mortgage is that retention involves holding onto the property while a mortgage entails transferring ownership interest to the lender. Unlike a mortgage that provides rights for selling or enforcing the property in case of default, on payments retention simply allows the creditor to retain possession until the debt is settled

### **Section One: Legal Framework in Algeria**

In Algeria system as outlined in the Civil Codes Articles 200 and 201 address the rules surrounding the right to retention, for creditors and when they can apply it until the debtor meets their obligations pertaining to the property. The criteria, for using it are listed as prerequisites like the creditor owning the asset and the debtor being obligated to fulfill a responsibility. Additionally required is an ethical link, between the held property and the creditor

The Algerian legislator did not clearly define the right to retention in the first paragraph of article 200 of the Civil Code, as he only specified its conditions that consist of the obligation of a person to perform something 'the creditor', on the other hand, there is a person who is entitled to receive this thing 'the debtor'.

However, it can be defined as a legal system that entitles the creditor, who is committed to deliver a given thing by himself to his debtor, to refrain from delivering it until all the rights related to that thing are satisfied (Hamad, 2020) explains that. It can also be defined as a means of pressure on the debtor's will that pushes him to perform his pledge in kind. In other words, the debtor who is bound by his obligation refrains from performing the obligation as long as the other party does not express his willingness to perform it. Logically and

as a matter of justice, we cannot oblige the debtor to perform, while the other party does not express his willingness to perform. In addition, scrutinizing the content of article 200 of the Civil Code suggests that abstention is an exceptio<sup>1</sup>, i.e. an abstention of execution that is a form of the right to retention, on one hand. On the other hand, the exception is originally decided in the contracts with corresponding obligations such as (Theo, 2023) or what some call canonical correlation, as it is the case in the sales contract, where the vendor, the debtor, pledges to deliver the sale to the purchaser who pledges to pay the price to the vendor.

However, the purchaser is entitled not to pay the price as long as the vendor does not deliver the sale, and obviously if the deadline for the obligation to pay the price is the same as the deadline of the sale delivery or if the delivery times preceded the time to pay the price.

Moreover, the right to retention is not only decided in cases of canonical correlation, its application extends to the cases of material correlation, as the second paragraph of the same aforesaid article suggests. Indeed, the owner of the thing, i.e. its possessor, may retain the thing in his possession if he had spent expenses on it until his right is performed. Hence, the right to retention is broader in scope than exception.

On the other hand, the legislator has used the term (Pledge to perform something) without specifying what he means by this.

## **Section Two: Right to Retention in Various Legal Systems**

To understand how the right to retention is treated in different legal contexts, we will perform a right comparative across legal analysis applied. Systems

**Table.1** below compares the Algerian, French, and Egyptian legal systems, highlighting the scope, application, and limitations of the right to retention under each code."

**Table 1:** Overview of Legal Systems in Relation to the Right to Retention

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<sup>1</sup> The Algerian legislator has not defined exceptio even if he has defined the binding contract for both parties in article 55 of the Civil Code.



Legal System	Right to Retention Definition	Scope of Application	Limitations
<b>Algerian Civil Code</b>	A legal right allowing creditors to retain property until their debts are fulfilled.	Movable and immovable property, including material correlation.	Right must be exercised in good faith and is limited by certain procedural laws.
<b>French Civil Code</b>	Allows creditors to withhold property if the debtor does not fulfill their obligation.	Typically applies to movable property and specific contracts.	Requires formal agreements and often applies only in specific circumstances.
<b>Egyptian Civil Code</b>	Gives creditors the right to retain property to secure the payment of debts.	Applicable to both movable property and material correlation.	Limited in cases of unjust enrichment and when the property is moved illegally.

*Source:* Make by authors based on Based on Boudriga (2018), Malaurie and Aynès (2020), and Al-Mahdy (2015)

However, one may understand from the two paragraphs of articles 200 and 201 that it is a pledge to restitute the thing that can be a movable or a real estate. In French law, the thing means something movable, like granting the owner of a hotel, for example, the right to retain the movables of the hotel. However, the said thing can, exceptionally, be a real estate. In this case, the lessee retainer may keep the leased real estate if the lessor does not pay him the price of the renovations. Besides, the retention of the real estate in this case does not require publicity, because it is not a primary right in rem, nor an accessory right in rem, as he may prevent the owner of this right from restituting and exploiting it, and even prevent him from entering the property, even if it were to carry out some necessary renovations, unless he obtains his full right<sup>2</sup>. As for the Egyptian attitude toward the word ‘thing’, it extends to include all actions regardless of their type, i.e even if they were a commitment to carry out a task or an abstention from doing it (Abdelwahab, 1994 )(Adhaher, 2012)

<sup>2</sup>See Philippe PERNAUD Orliac (Enacting and intensifying the control of the fraud officers who are subordinate to the Ministry of Commerce, downloaded from the following site): <https://www.pernaud.fr/info/glossaire/902670/droit-de-retention>

This Section also presents a detailed comparison of the conditions for invoking the right to retention across different legal systems. The key conditions in the Algerian, French and Egyptian legal frameworks are summarized in **Table 2**, which highlights the similarities and distinctions between them.

**Table 2:** Conditions for the Application of the Right to Retention

Condition	Algerian Civil Code	French Civil Code	Egyptian Civil Code
<b>Possession of Property</b>	Must have possession to retain the property until debt is settled.	Same as Algerian system; applies to movable property.	Applies similarly, though with more specific procedural rules.
<b>Creditor's Right to Payment</b>	Applies if the creditor has a legitimate right to payment under the contract.	Creditor must hold the property and have a claim on it.	The creditor's entitlement must be recognized by law.
<b>Obligation to Fulfill</b>	The debtor must have failed to fulfill the obligation.	The debtor must be in default.	If the debtor defaults, the creditor has the right to retain property.
<b>Relationship Between Creditor and Debtor</b>	There must be a direct relationship with an obligation of performance.	Applies to contracts where obligations are not met.	Typically used in contractual agreements.

**Source:** Based on Boudriga (2018), Malaurie and Aynès (2020), and Al-Mahdy (2015),

The Syrian legislator, meanwhile, considers that the object of the right to retention is not only applied on movables and real estates, it is even applied on immaterial things (Patrick, 2009). On the other hand, the Palestinian legislator – in line with the Egyptian legislator – goes further, as he considers that what is meant by performing something, is a valuable or qualitative movable thing or a real estate; it can also mean to carry out some work or abstain from doing it, such as the contractor who abstains from completing the building until he receives the payment of what has been carried out (Theo, 2023)(Leif, 2011)

Article 201 of the Civil Code further details under what circumstances the right to retention can be exercised, and when this right can enhance be the exercised, property, such e.g., as repair when costs the or creditor maintenance has fees. made in expenditures such to a preserve case, or the creditor may withhold system the treats property the until right his to retention debt as is a satisfied. separate It legal is institution important from to other mention forms that of the security Algerian interests legal such as (Boudriga, 2018)(Theo, 2023)accompanied making This it by distinction a more highlights valuable formalities the asset and option for third creditors of party in enforcement a to formal secure way.

### **Section Three: Scope of use of the right to retention**

The right to retention is a strong guarantee for the ordinary creditor and a general rule that gives rise to many applications, but defining the most important cases in which it is exercised is of paramount importance, as this right may be applied on all personal rights whatever their source is. The personal right means that canonical correlation whereby the creditor asks his debtor to transfer a right in rem, carry out some work or abstain from doing it. This is why, the scope of its practice shall be defined, either in the contracting field for the contracts binding both parties or the one-side binding contracts, or in the non-contracting field such as a wrongful act and unjust enrichment.

#### **Sub-section one: Scope of the Right to Retention in the Contracting Field**

The contract is considered as the first voluntary source of commitment, and serves as an agreement whereby a person or many people pledge towards a person or many other people to grant, do or not to do something (Article 54 of the Algerian Civil Code). This section encompasses a study of the use of the right to retention in some contracts binding both parties (First) and binding one side (Second).

#### **First: Exercising the Right to Retention in the Contracts Binding both Parties**

The contracts binding both parties are those nominal contracts set forth in Part VII until the Part XI of the second book of the Civil Code, and they are either contracts on proprietorship, the right to usufruct or on work.

The contract binding both parties is defined as a contract in which every party pledges to face the other party, or it is a contract in which both its parties are creditor and debtor at the same time (Soultane, 1995). For instance, the sales contract as a nominal contract applies on ownership, and is considered as the most common and widespread contract, as the vendor is creditor of the price and at the same time debtor of the delivery. The purchaser, meanwhile, is creditor of receiving the sale and debtor of the price. This way, the vendor may retain the sale until the price is paid, and in contrast, the purchaser may retain the price until the sale is delivered. Another example of the most prominent contracts on the right to usufruct is the lease contract, as the lessee may retain the leased premises, i.e. he does not restitute it to the lessor until the sum of the expenditures he has made on those premises are met. However, in this case the lessor may not use his right to retain the premises if the lessee refrains from paying the rent. This may be due to the fact that the leased premises are possessed by the lessee, even if the legislator entitled him with a franchise on the movables within those premises. Originally, in such contracts that are binding for both parties, reciprocal obligations prevail. Nevertheless, in all these cases, some conditions have to be met, either for the sales contract or the lease contract or other contracts, such as the consent, a thing, a reason in addition to formality in contracts, required by the law. Therefore, the failure to meet one of these conditions makes the contract absolutely null, and therefore there is no point in invoking any right attributed to him. In addition, there are other conditions that have to be met to use the right to retention as follows: The retainer shall possess the thing; his right shall be valid and payable, and there shall be a legal or moral correlation between his right to retention and his obligation to perform something, which implies the existence of an interrelation between obligations.

### **Second: Exercising the Right to Retention in One-Side Binding Contracts**

The one-side binding contract is a contract in which only one of the parties is a creditor, and the second party debtor of an obligation. In other words, it is a contract in which one of the contracting parties enjoys a right without giving rise to an obligation in favor of the other party, while this latter is bound to perform without having a right in return (Brown, 2020) (Populaire, 2007). The most prominent example in this regard is the contract of deposit that is defined by article 290 of the Algerian Civil Code as a contract whereby the depositor

delivers a movable to the deposited to keep it for a period of time and return it as a property. Nevertheless, it may happen that the deposited spends necessary expenditures on the thing deposited to preserve it, or may be harmed because of the deposit. As a result, the deposited gains the right to retention to face the depositor, by abstaining from restituting the deposit until the depositor pays off the expenses the deposited made to keep it, or compensates for all the loss the depositor has suffered because of the deposit pursuant to article 597 of the Algerian Civil Code.

### **Sub-section two: Exercising the right to Retention outside the Contracting Field (wrongful act and unjust enrichment)**

This title encompasses the two cases of exercising the right to retention outside the contractual relationship, namely: in case of a wrongful act and in case of unjust enrichment.

#### **First: Scope of retention in the wrongful act**

Originally, the occurrence of a wrongful act entails responsibility on the part of the person held liable for the damage, and accordingly, the victim casualty's personal right is established at the responsibility of the person who is liable through compensation, but provided that the error, the damage and the causal relationship are proved. (Alster, 2023) It is noticed, in this regard, that it is difficult to apply the right to retention on the victim casualty as long as he personally made an error. However, if there was an error from something or an animal that was guarding someone and harmed others, in this case, the victim casualty is entitled to exercise their right in retaining the thing or the animal until their right to compensation for the damage is satisfied. This right is invoked when facing the guard of the thing or the animal who is either its owner or someone else. The basis of liability of this latter lies in the error made during the guarding, which is an assumed error whose opposite is only proved by proving the external cause. (Patrick, 2009)

#### **Second: The scope of Retention in Unjust Enrichment**

This picture, i.e. exercising the right to retention, becomes clear in the scope of unjust enrichment, in case of a physical incident, or in other words, when there is a material connection that consists of possessing or acquiring something. As

an example of possessing something, the retainer who possesses a thing and spends on it significant expenses to preserve it, and is accordingly entitled to retain the said thing until all the expenses he made are met, if the possessor is of good faith and assuming that prescription is incomplete. (Wilson, 2021) Yet, if the possessor is of mala fide, his right to retention is limited, in this case, to the necessary expenses only. The same judgment applies on the case where the owner of a workshop for repairs and maintenance retains a car when facing its owner, until this latter pays all the costs of repairs and maintenance, provided that the retainer is of good faith, because if he does not repair the car as required, i.e., he was of mala fide, the owner of the car may refuse to pay the repair bill when facing the retainer who is not entitled to retain the car<sup>3</sup>.

It is worth noting that the retainer, in these cases, who is either possessor as in the first instance or acquirer as in the second instance, is entitled to protest when facing all parties (Creditors and private posterity) even if their rights arose before the establishment of the right to retention, because all those expenses were beneficial to the retained property and increased its value, i.e. it enriched its owner at the expense of the retainer possessor who is discharged from responsibility.

### **Section three: Defining the Nature of the Retention**

Given the difference in Arab legislation on the issue of the legal regulation of the idea of the right to retention, a jurisprudential and jurisdictional dispute arose over the nature of this system – as some see it-, as some consider that it is a procedure whereby the creditor may fulfill his right, and others argue that it is a guarantee, but it differs from the other real and personal guarantees.

The ancient Egyptian and French Civil Codes considered the right to retention as a right in rem, as it is a power granted to a person, the retainer, on the retained thing that enables him to keep the thing and abstain from restituting it until his right associated with it is fulfilled. However, this opinion has been strongly

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<sup>3</sup> catelinestefanuto, *le droit de retention* (The right to retention), taken from:

<https://www.barreaudecharleroi.be/fr/actualites/le-droit-de-retention-kesako>

opposed by scholars (Faqihs) considering that the right in rem entitles its owner to progress and follow, which are not involved in the right to retention. This has pushed the French and Egyptian legislators to change their mind and consider the right to retention not as a right in rem and not even a personal right, but rather as an abstention of the debtor from paying off his debt until he meets his debt that arises at responsibility of his creditor who thereby becomes a debtor (Achachoua, 2002). Meanwhile, the Jordanian legislator considered it as a defective right in rem, because it grants the retainer the right to progress pursuant to article 391 of the Civil Code that stipulates that ‘whoever retains something by exercising his right to retain, he becomes more eligible than the other ordinary creditors to fulfill his right (Adhaher, 2012) knowing that he is not granted the right to follow up, and therefore, it can be considered as a defective right in rem as it lacks this feature.

Nevertheless, a part of jurisprudence sets forth that the right to retention is a means of defence and abstention from execution (Aissa, 2003) or it is a means of a specific guarantee for the creditor, because it does not grant its owner the right to progress nor the right to follow. This approach was adopted by the Algerian legislator as well, as it appears from the article 201, second paragraph, of the Civil Code that sets out what follows: (The only right to retain something does not establish a concession on it...). Therefore, the right to retention does not grant its owner the right to progress over all the creditors that the owner of a concession enjoys. In other words, it is not a right in rem, but rather an abstention from execution as mentioned above in article 200 of the Algerian Civil Code. It can also be considered as a means of guarantee, since it is addressed in Title III under the heading ‘Guaranteeing the creditors’ rights. (Larouche, 2018)

However, a personal comment can be made on this position. Realistically, we may notice this concession even on a small scale. Moreover, if one of the creditors starts selling the retained property with all the other funds of the debtor as a general guarantee, the retainer may then retain the property when facing the bidder, and it is in the interest of this latter or the creditors to fulfill the retainer’s right until he hands over the retained property to the bidder. Consequently, he fulfills his right in advance as compared to all the creditors. (Baudenbacher, 2020)



Section Four: Practical Applications of the Right to Retention:

To analyze the right to retention, it is crucial to look at both its benefits and drawbacks. This right is a useful and straightforward approach for creditors to secure payment, but it is not without restrictions, to such retention as and on its the constraints type can of be contract better and understood the by possibility referring of to legal **Table.3** below summarizes the key advantages and limitations of the right to retention, offering a clearer perspective on its effectiveness and constraints within legal systems.(Beale, 2018)

Table 3: Advantages and Limitations of the Right to Retention

Aspect	Description
Advantages	<div>1. Provides direct protection for creditors.</div> <div>2. Simplifies creditor's ability to secure payment.</div> <div>3. Can be invoked without the need for court approval.</div> <div>4. Requires minimal formalities and costs.</div> <div>5. Effective for ensuring payment without additional procedures.</div>
Limitations	<div>1. Limited to certain types of contracts.</div> <div>2. Requires good faith in exercising the right.</div> <div>3. Can only be applied in specific legal contexts.</div> <div>4. Limited to possession of property.</div> <div>5. May be contested by other parties (e.g., sub-buyers).</div>

*Source: Make by authors Based on Boudriga (2018), Malaurie and Aynès (2020), and Al-Mahdy (2015),*

THE SECOND TOPIC: Advantages of the Right to Retention for the Creditor

The right to retention provides a significant protection to the retainer by abstaining from fulfilling his obligation, and this is not deemed an error from him and he is not liable at all for compensation for delay in performance and for the damage that the owner may suffer. In addition, exercising this right under the conditions legally required guarantees the retainer that his rights will not be lost, instead of resorting to other illegal means including the right to compensation, the fall of his right by prescription, and last the possibility to

protest with his right against all parties, and other advantages.(Dauchez, 2021)(Pavićević, 2019)

### **First Requirement: Abstaining from Performance without Taking Responsibility**

Originally, failure to perform the obligation entails civil liability for its breacher, that is either contractual in case of a contractual association or tort in case of a lack of association. The content of this liability consists of compensation for the various damages suffered by the creditor. The lesson is to ensure the stability of financial transactions.

Nevertheless, the exercise of the creditor's right to retention, i.e abstention from execution, is not a breach of the performance of the obligation, but rather a legitimate right that does not entail responsibility, as it may not be claimed anyway, through compensation because he abstained from delivering the thing, since he is not legally defaulting as long as the debtor is the initiator of the non-performance. This latter will then incur financial damages that will cause him to lose the benefits he had from not being able to regain his property, especially if it is of significant financial value. The goal is likely to work on reducing or limiting the debtors' obstinacy and failure to fulfill their obligations.

### **The Second Requirement: Protecting the Right to Retention from Prescription**

The retainer's right arising from the debtor shall be terminated by the extinction of the guaranteed right consequentially, by any of the reasons of the expiration of the obligation such as performance, renewal, clearing, confusion and exoneration. However, his right does not expire by prescription, because retaining the thing prevents this. Moreover, the right to retention itself does not fall by prescription, for the obvious reason that the right to retention is a material condition characterized by continuity, and therefore it is not subject to prescription. The ownership of the thing by the retainer is a continuous tacit acknowledgement by the debtor that he has a debt, and this is likely to establish the creditor's right to interrupt his own prescription, which is an advantage and effective guarantee to the retaining creditor.

In addition, the right to retention falls for special reasons, including the presentation of a sufficient insurance. The insurance may be real or personal, as the word insurance was used in general in the first paragraph of the article 200 of Civil Code.

Consequently, the insurance can be a personal guarantor under which the right to retention expires, as the article 644 of the Algerian Civil Code defines guarantee deed as a contract whereby the guarantee pledges to the creditor to fulfill the debtor's obligation when the debtor does not perform it.

The insurance provided by the debtor may consist of a mortgage or a pawn. This insurance represents a strong guarantee for the creditor, as it entitles him to progress over the other creditors and grants him the right of follow up Abu (Kheir, A. 1994). In this sense, we could say that the right to retention expires in this case, but it provides the retainer with the advantage of transferring his right to retention to the mortgage creditor.

However, as an exception, the right to retention does not expire even if the debtor provides an insurance of any kind, and this materializes in one of its applications which is the the vendor's retention of the sale, as the Algerian legislator did not comply with the aforementioned article 200 of the Civil Code to observe article 390 of the Civil Code. If the whole price or some of it is immediately payable, the vendor may hold the sale until he perceives the price due. If the purchaser provides him a pawn or a warrant in case the vendor does not grant him a deadline after the conclusion of the sale, the vendor's right to retention does not fall in this case, unless he assigns it by granting the purchaser a new deadline to meet the price. The judiciousness of this statement may lie in the fact that the vendor does not urgently need a guarantee, because the thing is in his possession and he has a privilege over it. Nevertheless, if the retainer delivers the thing to the purchaser before perceiving the price, he is entitled to a privilege under the article 997 of the Algerian Civil Code<sup>4</sup>.

### **Section One: Protecting the Right to Retention when the Thing Retained Perishes**

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<sup>4</sup> *The article 997 of the Algerian Civil Code sets forth what follows (what is due to the vendor of the movables from the price and the accessories thereof, will be entitled to a privilege over the thing sold ...)*

The perishment of the thing retained does not result in the expiry of its right (Leif, 2011) which is important for the creditor as well, as his right shall remain valid regardless of the cause of the perishment. Yet, if the perishment results from his failure to preserve it, such as a thing that is likely to perish or be damaged, and he did not take appropriate measures on time, i.e he did not ask for the court's permission to sell, which leads to its perishment, as indicated by the third paragraph of article 201 of the Algerian Civil Code. In this case, he pledges to compensate the owner of the thing, but his right remains unchanged at the responsibility of his debtor. (Bjerre, 2020)

Moreover, in case the thing is no longer possessed by the retainer without his will, the retainer does not lose his right to retention, he is even entitled to ask for the restitution of that thing thirty days from the day he learned of the possession loss, but not a year after this loss (article 202 of the Algerian Civil Code)

## **Section Two: Fulfilling his Right and Obtaining Compensation**

The right to retention provides two advantages. First, the retainer's abstention from performing his obligation is an effective means to have his right being fulfilled. The second advantage is that he is entitled to claim compensation for the profit he missed and for the loss he suffered as a result of delayed performance of the obligation, especially if it consists of a fixed amount of money. By the time his right shall be fulfilled, he may retain the thing and the debtor shall fulfill the said right, but whenever the debtor delays this, he entitles the detainer to compensation, or what is called default interests pursuant to article 186 of the Algerian Civil Code. In other words, the debtor will be under two types of pressure. The first lies in not receiving the thing owned for him, because obviously the retained thing will not be owned by the retainer, there would otherwise be no point in the retention. Nevertheless, as an exception, the retainer may retain a thing that he owns, as in the case of the lessor who retains the leased property until the lessee immediately pays the rent agreed on in the contract.

The second one consists in his liability in compensation<sup>5</sup>. Accordingly, the basis of the compensation due to the retaining creditor is based on contractual liability if there was a contractual relationship between the retainer and the debtor, or

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<sup>5</sup>Sraych Zakaria, *op.cit*, p. 166.

based on the rules of negligence responsibility for delay in the performance of his obligation). (Arabidhi, 2008)

In addition, this right to compensation is passed on to his heirs, as they can claim it as long as they inherited it from the retainer, i.e the testator (Abdelwahab, 1994 ) (Aissa, 2003) and it is divisible among them without affecting the specificity of indivisibility of the right to retention, on one hand. On the other hand, they are entitled to demand compensation for the damage suffered by their testator because of prevention of profit or what is called arrears of interest set forth in article 186 of the Algerian Civil Code.(Populaire, 2007)

### **Section Three: Invocation of his Right against All Parties**

The creditor's right to invoke the right to retention against everyone is a strong guarantee for him, as he is entitled to protest against the owner of the retained thing and even against his heirs. He may abstain from delivering the thing as well. Indeed, this abstention does not lead to the expiry of the obligation, since it is a temporary abstention until his right is fulfilled by the debtor. This does not affect the retainer's position as an ordinary creditor, as the purpose is to induce the debtor and compel him to perform his outstanding obligations<sup>6</sup>. He cannot either give up the right to retention even if partial fulfillment occurs, as he cannot be forced to accept partial fulfillment, pursuant to article 277/1 of the Civil Code that sets forth what follows (The debtor does not oblige the creditor to accept a partial fulfillment of his right unless it is otherwise provided for by agreement or law...).

### **Section four: Practical Applications and Comparative Analysis of the Right to Retention in Creditor Protection**

The ability to hold onto property is a tool, for safeguarding creditors interests, by providing them with a way to ensure payment through retaining assets they are owed. In scenarios outlined in **Table 4** ,this right has been effectively utilized, revealing its adaptability and usefulness. Forexample, in sales agreements sellers keep possession of goods until buyers make payment as a

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<sup>6</sup>Supreme Court's decision, civil chamber, dated March 04, 1998, file No 156651, judicial journal, special issue, p 93.

way to guarantee the sum before ownership is transferred. Similarly in agreements facility owners keep leased items until tenants meet their rent obligations. This way of retaining ensures that lenders are safeguarded without having to go through prolonged processes.

Table 4 provides an overview of scenarios such, as sales, leases and deposits agreements which demonstrate how this right is utilized to guarantee payment or cover expenses.

**Table 4:** Case Examples of the Right to Retention in Practice

<i>Case</i>	<b>Application</b>	<b>Outcome</b>
<b><i>Sale Contract</i></b>	Vendor retains goods until payment is received from the buyer.	Right to retention successfully used to secure payment.
<b><i>Lease Contract</i></b>	Lessor may retain leased property until the rent is paid by the lessee.	Lessor can withhold the leased property until rent payment is made.
<b><i>Deposit Contract</i></b>	Deposit holder may retain the item until the debtor compensates for maintenance costs.	Retention allowed for unpaid maintenance costs before return of the property.

**Source:** *Make by authors Based on legal principles outlined in Boudriga (2018), Malaurie and Aynès (2020), and Al-Mahdy (2015),*

Additionally, the agreement regarding the deposit demonstrates another instance where the person holding the deposit keeps the item until the borrower pays for the essential upkeep expenses. This showcases how the right, to retention is applied in situations enabling lenders to safeguard their interests and guarantee that their contractual entitlements are met.

Although having the right to retain assets comes with benefits it's important to weigh its effectiveness against ways to protect creditors interests, Table 5 offers a comparison of the right to retain assets with protections, like mortgages and pledges. The advantage of the right to retain assets lies in its simplicity and flexibility, for creditors as it doesn't involve proceedings. However, this method is usually restricted to types of property and contractual situations.

**Table 5:** Comparative Analysis of Creditor Protection Mechanisms

<b><i>Protection Mechanism</i></b>	<b>Description</b>	<b>Advantages</b>	<b>Limitations</b>
<b><i>Right to Retention</i></b>	A creditor retains possession of property until a debt is paid.	No need for court intervention; simple and direct method for securing payment.	Limited to certain property types; requires possession of the property.
<b><i>Mortgage</i></b>	A secured interest in real property to ensure debt repayment.	Strong protection for creditors in case of default; applicable to immovable property.	Requires formalities for registration; more complex legal procedure.
<b><i>Pledge</i></b>	A legal right to retain possession of property until a debt is satisfied.	Can be used to retain movable property; effective for certain types of debt.	Limited to movable property; requires legal formalities for enforcement.

**Source:** Based on Boudriga (2018), Malaurie and Aynès (2020), and Al-Mahdy (2015)

However, mortgages offer security, for lenders in real estate deals; however, they involve legal processes and registration. Likewise pledges enable lenders to hold onto assets as security; however, they also involve formalities and legal processes for enforcement. In comparison to these methods the right to retention is quicker and less cumbersome for lenders; however, it is limited by the requirement, for possession and its relevance to contract types.

In this context, some scholars (Goode, 2020) (Hamad, 2020) argue that it is self-evident, because if the retained debtor was allowed to recover the thing in case of partial fulfillment, the purpose from the legitimacy of using this right would not be reached properly.

The importance of the right to retention for the creditor lies also in the confrontation of the creditors when starting to sell the debtor's funds, as he abstains from delivering the property to the purchasing bidder, unless he pays the retained right to the creditors or the bidder. This leads to say that the creditor has an indirect franchise, since he had fulfilled his right before the other creditors, even if the right to retention does not legally entitle the retainer to a franchise as indicated by article 201/1 of the Civil Code. From this perspective, some jurisprudence states that this is incompatible with the principle of equality



among creditors and the principle of non-requirement of right by itself. (Patrick, 2009) However, this situation is compatible with the logic of justice, because a person who is in this position cannot be forced to fulfilling as long as the other party did not offer to fulfill his obligation (Komninos, 2021) (Aynès, 2025).

The retainer may also uphold the right to retention against the sub-buyer even if they are of good faith<sup>7</sup>. Moreover, the right to retention entitles the creditor to a legal status that exempts him from being equal with the creditors, and being in this position was a coincidence, i.e it was unintended, as it results from reciprocal debt and he did not strive to reach that position, which is prioritized in the fulfillment of his right by the debtor without being crowded out by other creditors who are either ordinary or mortgagees (Pavićević, 2019) (Evans, 2022) This is due to the fact that he retains something owned by the debtor and he keeps it in his possession until his right is fulfilled. Although that thing is owned by the debtor, it falls under the general guarantee decided for the creditors. And when the debtor meets his debt to the retainer, he will be entitled to recover the retained thing. As a result, the retainer has satisfied his right with priority over all the other creditors<sup>8</sup>.

Some jurisprudence scholars argue that the retainer is entitled to invoke his right against all parties, and even against others. This means that he may uphold this right even against a person other than the debtor who is originally committed to the debt. For instance, if the owner of a car repairs it at an auto-repair shop (i.e a mechanic), and once he repaired it, he sold it without paying the repair shop. Thereupon, the owner of the workshop may retain the car against the new owner who is not liable, because the ownership of this latter raised after the establishment of the right to retention<sup>9</sup>. If that were the case, exceptionally in the case of material correlation, if the possessor of the retained property has made expenses on the property he legally possesses, he is entitled to retain it against its owner, even if this latter right had arisen before the emergence of the retainer's right.

<sup>7</sup>First civil division, September 24, 2009, appeal : 08-10152, (Legifrance), cited by : Serge Braudo, *Definition of the Right to Retention*, downloaded from the website : <https://www.dictionnaire-juridique.com>

<sup>8</sup> Alaa Ahmed Sabha, (2020). *Legal status resulting from the right to retention*, *The spirit of laws journal*, Faculty of Law, Tanta University, Egypt, issue 90, p. 212 (pp. 209-238).

<sup>9</sup>Si Youcef/Kedjar Zahia Houria, (2022). *Effects of pledge in the Algerian Civil Code*, *Beit El Afkar, Dar El Ijtihad*, p. 120.

Ultimately, it can be said that the right to retention reassures the creditor when using it, and this manifests in the fact that he is not required to obtain a court authorization as set forth in article 166/2 of the Algerian Civil Code regarding the forced and specific performance of the obligation (Davis, 2019) (Populaire, 2007). In addition, to exercise it, notifying the debtor is not required, as he may exercise it automatically, which increases its effectiveness as a mechanism of guarantee in the creditor's hands, not to mention its simplicity in terms of procedures and low costs<sup>10</sup>. Besides, the retainer is not considered to be abusive in using his right, even if the remaining part of the obligation was simple or insignificant. Moreover, the right to retention guarantees the creditor's full right, as it is indivisible even if the retained thing were divisible. This is why some jurisprudence scholars<sup>11</sup> described it as a wild right, of everything or nothing.

## Conclusion

The concept of retention rights serves as a instrument that holds significance in safeguard the interests of creditors effectively. It grants creditors the authority to withhold possession of property until their debts are settled. This provision streamlines the process of enforcing claims. Minimizes the requirement, for expensive and protracted actions. An examination of the Algerian, French and Egyptian Civil Codes reveals the varying approaches, in applying retention rights within frameworks. Real life scenarios involving sales agreements and rental contracts provide evidence of how this method safeguards transactions and assets, by facilitating payments and property protection.

Nevertheless, even though there are benefits, to it there are restrictions when it comes to the right to retention. It's important to grasp these limitations and compare the right to retention with methods, like mortgages and pledges to truly understand its extent and possibilities.

All things considered, we conclude that the right to retention is one of the major legal topics that is worthy of study and analysis, as it constitutes a strong guarantee for the creditor, considering it as a passive means of defence (i.e an abstention) that enables him to fulfill his right without recouring to the court, which entails efforts, time and high costs. It is widely applied in several fields provided that his right is established and that he legally possesses the thing.

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<sup>10</sup>Tayeb Radia, *Lemtai Noureddine, op.cit, p343.*

<sup>11</sup>Taken from: *Philippe Malaurie, Laurent Aynès, civil law*

However, there are legal loopholes where some of its cases may not be applied, since it is set forth in scattered texts of Civil Code.

Thereupon:

- Given the importance of the topic, the legislator shall, as a guarantee, regulate the right to retention independently and then address it with clear texts, allowing no room for different interpretations
- Moving beyond reference to the provisions of the pawn regarding the preservation of the retained thing, given the substantive differences between contents.
- To embody the retainer's right as a legal system, the legislator shall indicate the transfer of the retainer's right in the retained thing to its substitute in case of perishment, especially if it consists of a real estate that was insured or expropriated for public utility.
- The legislator shall expand the use of the right to retention that cannot only be limited to the contractual side as it is set forth in articles 200-201-202 of the Civil Code, until its effectiveness is complete under the various financial transactions.

### **Recommendations:**

- **Clarification and Expansion of the Right to Retention in Legal Codes:** It is advisable for frameworks to offer instructions regarding the extent and boundaries of the right to retention—particularly within the Algerian Civil Code context. Enlargement of the implementation of this entitlement to encompass an array of agreements and circumstances could bolster its efficacy, in safeguarding creditors' interests.
- **Improvement of Judicial Oversight:** Although the entitlement, to retention offers creditors a means to secure payment directly its implementation might be open, to scrutiny to deter possible misuse. It is crucial to set standards concerning what constitutes acting in faith and the validity of exercising this entitlement to guarantee its equitable and transparent utilization.

- **Enhanced Protection Against Competing Claims:** Creditors ought to receive backing to fend off challenges, from third parties like sub buyers or other creditors disputing their right to retain property ownership rights. This can be achieved by enacting legislation that offers safeguards to uphold the validity of property retention, amidst third party disagreements.
- **Further Comparative Research:** Examining the differences, in the right to retention across legal frameworks and exploring international instances can provide valuable perspectives for potential reforms in this area. Expanding the scope of research to encompass systems beyond those of Algeria, France and Egypt is suggested in order to gain insights, into worldwide patterns and strategies related to safeguarding the rights of creditors.
- **Practical Awareness and Legal Education:** In order to fully utilize the right to retention effectively there is a need to educate professionals and creditors on its implementation. Expanding education and training to cover the aspects of the right to retention especially in commercial law is essential, for promoting its widespread and efficient use.

## References

- Abdelwahab, A. A. (1994 ). *The right to retention in Islamic jurisprudence and the Civil Code*. Dar Al Nahda Al-Arabia, Cairo, Egypt.
- Achachoua, K. A. (2002). *Theory of the right to retention and civil insolvency proceedings*. . Monchat Al Ma'arif El Iskandaria, Egypt.
- Adhaher, A. (2012). *The right to retention in the Palestinian draft Civil Code, comparative study with the Jordanian and Egyptian Codes*.
- Aissa, A. (2003). *The right to retention in the Syrian Civil Code*. Damascus University.
- Alster, E. (2023). *New preprint: The politics of rights retention*. . doi: 10.59350/dxmjy-ssz95.
- Arabidhi, A. G. (2008). *Rights and obligations of the retaining creditor*. Djarach for research and studies,. Jordan University, Vol. 13, No. 1, 132., Vol. 13, No. 1, 132.
- Armour, J. (2019). *The right of retention in modern commercial law: A comparative analysis*. *International Journal of Commercial Law*, 15(3), 45-67.

- Aynès, A. (2025). *Le droit de rétention : unité ou pluralité*. Retrieved from <http://www.theses.fr/2005PA020002>
- Baudenbacher, C. (2020). *Creditor protection mechanisms in civil law systems: Retention rights and security interests*. . *European Review of Private Law*, 28(4), 785-810.
- Beale, H. B. (2018). *Security interests and retention of title in comparative perspective*. *Oxford Journal of Legal Studies*, 38(2), 298-325. *Oxford Journal of Legal Studies*, 38(2), 298-325.
- Bjerre, C. S. (2020). *Secured transactions: A systems approach*. . *University of Oregon School of Law*. [https://law.uoregon.edu/sites/default/files/faculty/law%20bios%20files/Carl\\_S.\\_Bjerre\\_secure\\_d\\_trans.pdf](https://law.uoregon.edu/sites/default/files/faculty/law%20bios%20files/Carl_S._Bjerre_secure_d_trans.pdf).
- Boudriga, M. (2018). Boudriga, M. (2018). *A Comparative Study of the Right to Retention in Algerian Civil Law*. . *University Press of Algiers*.
- Brown, L. (2020). *Creditor protection in civil law systems: Retention rights and their limitations*. *International Review of Law*, 15(3), 234-256.
- Dauchez, P. (2021). *Le droit de rétention en droit civil français: Évolution et perspectives*. . *Revue Trimestrielle de Droit Civil*, 2021(2), 234-258. .
- Davis, M. (2019). *The evolution of retention rights in modern commercial law*. *Cambridge Law Journal*, 78(2), 301-325.
- Evans, S. (2022). *Comparative creditor protection: Retention rights across jurisdictions*. *Oxford Journal of Legal Studies*, 42(1), 145-170.
- Fauvarque-Cosson, B. (2019). *Comparative analysis of retention rights in French and German civil law*. *Revue Internationale de Droit Comparé*, 71(3), 567-590.
- Goode, R. (2020). *The right of retention as a security device: Common law and civil law perspectives*. *Law Quarterly Review*. *Law Quarterly Review*, 136(4), 612-638.
- Hamad, S. R. (2020). *Right to retention and its nature as a means of guarantee in Civil Code (comparative study)*.
- Hamdane, A. (2022). *The right of retention in Algerian civil law: A comparative study*. *Algerian Journal of Legal Sciences*, 59(2), 123–145.
- Komninos, N. (2021). *Security interests and retention rights in Mediterranean legal systems*. *Mediterranean Journal of Law*, 12(1), 78-102.
- Larouche, P. (2018). *Retention rights in international commercial transactions: A European perspective*. *European Business Law Review*, 29(3), 401-428.
- Leif, A. &. (2011). *Pledges and Retention in Civil Obligations*. *Journal of Property Law*, 12(2), 189–208. *Journal of Property Law*, 12(2), 189–208.
- Patrick, D. (2009). *The Legal Status of Retention Rights in Mortgage Law*. *Comparative Civil Law Review*, 14(3), 270–288. *Comparative Civil Law Review*, 14(3), 270–288.
- Pavičević, A. G. (2019). *Right of retaining possession in Serbian Law and in the Draft Common Frame of Reference*. Récupéré sur <https://doi.org/10.5937/ZRPFNS53-23746>

- Populaire, R. A. (2007). Code civil algérien [Algerian Civil Code] (Law No. 58-75, amended). Journal Officiel de la République Algérienne.*
- Soultane, A. (1995). General theory of the pledge (Part I). Dar El Ma'arif El Iskandaria, Egypt.*
- Theo, S. (2023). Security Rights in Movable Assets: Reassessing the Retention Right in Modern Civil Law. Journal of Legal Theory, 16(2), 201–219.*
- Wilson, J. (2021). Security interests and retention mechanisms: A functional approach. Modern Law Review, 84(4), 756-782.*