

**INSURANCE AGAINST JUDICIAL OFFICERS' ERRORS IN
THE UAE LEGISLATION
(AN ANALYTICAL STUDY)**

Hasan Al –Raaesy¹, Dr. Bashar Talal Al-Momani²

**¹Master of Private Law, College of Law, Department of Private Law, University
of Sharjah.**

**²Associate Professor of Civil Law, College of Law - Department of Private Law,
University of Sharjah.**

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Abstract:

In light of this study on the subject of insurance against the errors of Judicial arrest officers, it was found that insurance in general is based on certain technical foundations, all of which aim to achieve solidarity between a group of people who are exposed to one or similar risks.

It was evident through the research that the system of civil liability insurance for the actions of Judicial arrest officers aims to ensure Judicial arrest officers or the facility attached to it against the return of the injured and entitled to compensation due to the errors of Judicial arrest officers or the consequences thereof, as they are insured against debts that may occupy They were obligated due to civil liability being the subject of insurance. As the consequences of civil liability occurring cannot be known or predicted in advance, and although the injured person may claim the insured pursuant to direct lawsuits in many cases of liability insurance, the purpose and primary purpose of civil liability insurance is to protect the insured from damages that befall his financial liability because of the return of others to it.

Introduction:

Judicial arrest contributes to an effective role in protecting society and restoring the right to the afflicted. The development of modern life in which we live, with its complexity and intertwining in all aspects of life, has affected civil responsibility in contemporary development and its suitability to address this development in its various aspects. The emergence of groups whose economic activity is based on insurance against damages, such as companies and associations, has led to the necessity to search for a new form of cooperation between these groups and workers in various fields in which civil liability is likely to occur, with the aim of avoiding damages to all parties.

We had to stand up and look for ways to compensate for the errors of judicial arrest officers, which would ensure the protection of members of our society who might be harmed by the actions of judicial arrest officers while performing their duties. In our research, we target the harm that occurs when Judicial arrest officers perform their duties, and how to protect Judicial arrest officers from bearing the responsibility for compensation, by studying aspects of UAE legislation and laws related to this issue and proposing appropriate amendments.

The Problem of study:

Judicial arrest is an important issue that must be addressed and discussed. Although the legislator was keen to regulate the provisions of insurance against liability for professional errors, it did not address the issue of Judicial arrest officers, which makes them subject to accountability in the event that they commit any error that results in civil liability towards others. Accordingly, the research came to shed light on an existing problem and to suggest appropriate solutions to it to ensure justice.

The questions of the study:

1. Are there legal provisions that allow insurance against judicial arrest officers? How can judicial arrest officers be insured?
2. What are the errors leading to the emergence of civil liability against judicial arrest officers?

Approach of the study:

In this study, we relied on proposing the issue of insurance that covers judicial arrest errors on the descriptive and analytical method, which relies on describing the topic of insurance against judicial arrest officers' errors that occur while performing their duties as well as studying and analyzing legal texts and relevant judicial rulings in the United Arab Emirates.

What are judicial arrest officers and their legal regulation?

There is no doubt that the nature of the work of Judicial arrest officers and what it requires of the powers and competencies that are not available to others, may result from errors as a result of the exercise of his duties and these errors differ in their nature, some of which are procedural, some of which are material that falls on the physical entity of the individual, including what is intangible. In the UAE Criminal Procedures Law and the Egyptian Criminal Procedure Law, the legislator addressed several

obligations, either by virtue or by abstaining from Judicial officers, whereby failure to comply with them leads to aerror if it results in harm and requires him to bear civil liability and compensation.

Judicial arrest officers and their scope

First: The errors of Judicial arrest officers:

Judicial arrest officers' errors may be material in their prejudice to the physical entity of a person, or they may be moral, as they affect his moral existence, and in any case arise from them the civil liability of the judicial arrest officer for the motive of the harm inflicted on the injured. In order to determine the errors of Judicial arrest officers, we endeavored to monitor them in two parts, the first being faults in the physical entity of a person, and the second being the serious faults in the person's moral entity.

A) Errors affecting a person's physical existence:

It should be noted that there is no explicit regulation of errors on the part of judicial arrest officers. However, the Federal Criminal Procedure Law (1) has defined a number of obligations. In exchange for every authority of the law enforcement officer, there is an obligation to him, as Article (2) of the aforementioned law stipulates that "No criminal penalty may be imposed on any person except after his conviction is proven in accordance with the law.

It is also not permissible to arrest, search, detain, or imprison anyone except in the circumstances and under the conditions stipulated in the law, and detention or imprisonment shall only take place in the places designated for each of them and for the period specified in the order issued by the competent authority.

It is forbidden to harm the accused physically or mentally, and it is prohibited to subject any person to torture or to treatment with a severe degree of dignity. "This is a basic imposition on the part of the legislator in the Criminal Procedure Law. However, the penal procedures regulated by the law take their legitimacy from its provisions, and judicial arrest officers' departure from the scope of legality in practicing procedures such as arrest and search is a violation of his legal obligations. Consequently, the violation of these obligations will result in the error, and this will be explained as follows:

1. People search error:

The unlawful search of people in the repository of his secrets constitutes an assault on his personal freedom, and likewise the judicial arrest of the officers (the man) to search a female is a malicious error that leads to the establishment of civil liability (2).

2. Wrong arrest error:

The unlawful arrest of a person by Judicial arrest officers constitutes an infringement depending on the authority of his position (3), so it is an aggression against the personal freedom of the individual and leads to the damage, and the responsibility is the right of Judicial arrest officers who committed the act of harm (4).

3. Making the error of using cruelty:

It is a physical act of violence that falls on the affected person and scratches his honor or hurts his body, and comes within the scope of this error spitting in the face of a person or harassing him by throwing materials on him or dirtying him or removing something from him or gagging him or tying him or pulling him from his clothes or hair or hitting him or wound or other From the images of cruelty (5).

4. Making the error of torture:

Torture represents an explicit error, as it constitutes a clear violation of the text of the law, and therefore the perpetrator of the error of torture entails criminal and civil liability, and as for the assessment of the act of torture and the extent of the damage, it is left to the authority of the discretionary court (6).

B) Errors affecting the person's moral entity:

A person's dignity, feelings, honor, esteem and other forms of his moral character, which every person strives to protect from aggression. The Penal Code also sought to protect the moral entity of the individual from any assault. The Penal Code criminalized multiple forms of assault on the entity of the legal person, where the procedures that judicial arrest officers may perform vary and result in errors affecting the moral entity of the individual, including:

1. The error of eavesdropping on personal conversations without right:

Judicial arrest officers may violate the sanctity of private conversations and monitor or record them in order to achieve personal interests or even goals related to his job, such as revealing the truth. This procedure is considered in the presence of permission from the judge to monitor and the Public Prosecution assigns a judicial officer for this purpose, and in the absence of permission and the assignment order, the officer is in aggression with what creates civil liability for his action (7).

2. The error of violating the sanctity of homes and cars:

The law stipulates that judicial arrest officers not enter homes without a legal justification, or that there is a legal justification for entry such as cases of distress or a request for assistance, and otherwise the officer is trespassing and exploiting his function (8).

The search of the car without a legal justification is the same as for the assault on the house and thus creates civil liability for damage to Judicial arrest officers (9).

It is worth noting that the responsibility of judicial arrest officers does not stop at the limits of the material or moral acts affecting the entity of the accused. Rather, they may be procedural errors that cause harm to others. This is what is evident when: "The Judicial Authority of the Dubai Court of Cassation issued its decision in the case of a Gulf woman to demand from a government agency, the Dubai Police General Command, to compensate her with an amount of 15 million dirhams, for their error release of a woman who was arrested with her demanding the value of a check that she issued in her favor, amounting to 10 Millions of dirhams are not matched by a balance, and she left the country after her release, which wasted her opportunity to obtain her money.

The court ruled to uphold the decision of its predecessor, the Court of Appeal, to oblige the Dubai Police General Command to compensate the Gulf Arab state of 100 thousand dirhams, for what the court called "compulsory compensation", refusing to compensate it with the amount it requested in its lawsuit, indicating that the police's error is probable, that the person writing the check prefers detention to payment of sums Financial for the complainant. On the other hand, the matter may be different so that imprisonment is a means for her to settle the issue of the check with the plaintiff, meaning that the material damage is not imminent and remains probable "(10).

Second: The Scope of Judicial arrest Officers:

A. the Personal Range of Judicial Arrest Officers' error

The judicial control officer must, when exercising his powers, that these specializations be within his legal powers, otherwise the measures he takes will become null and require accountability for damages if it is proven that the personal competence to exercise his jurisdiction is lacking.

We agree with the judicial ruling, because the nature of the work of Judicial arrest officers may require the assignment of another officer to carry out his duties in accordance with the requirements of the work, noting that the search warrant issued by the prosecution does not require that the officers be named to the state of delegation to perform the task. As long as it is done in a legal framework that fulfills its purpose, there is no error in it, and as for the issue of working hours, it cannot be raised to determine a temporal scope for the error.

B. The spatial and temporal scope of judicial arrest officers:

The UAE legislator divided the scope of error for Judicial arrest officers into the temporal and spatial domain according to their jurisdiction, as it is considered a measure of the validity of the act or not. As the officer's errors are not represented in the material or moral encroachment on individuals or their freedoms. Rather, the error may occur as a result of his breach of the established procedures or the exercise of his job in a place other than his temporal or spatial competence, and by returning to the Emirati legislator organizing the specialization, the text came in Article 7 of the Law Federal Police No. 12 of 1976 and its amendments (11) stipulate that: "Judicial arrest officers in the departments of their jurisdiction shall be police officers and the description of their officers." The UAE legislator in the UAE Criminal Procedures Law has indicated who are Judicial arrest officers, according to Articles 33-34.

Article 34 stipulates that: "It is permissible, by a decision of the Minister of Justice, in agreement with the competent minister or the competent authority, to authorize some employees with the capacity of judicial arrests officers in relation to crimes that fall within their jurisdiction and are related to their duties.

In the same context came Article (23) of the Egyptian Criminal Procedure Law, and the truth is that the jurisprudence has differed in determining the scope of the spatial error resulting from the exercise of Judicial arrest officers for his duties without its place, and in order to determine the scope of the spatial error, jurisdiction was divided into regions for those with specific positions such as members of the Public Prosecution (12) And a spatial jurisdiction within the specified jurisdiction, and from this

interpretation it is possible to determine the scope of the spatial error by the departure of the criminal investigation officers in his actions outside the scope of his spatial jurisdiction without justification or assignment to him to perform the task, for his practice of work is based on a wrong act that requires responsibility.

Legal regulation of judicial arrest officers' errors:

After we have learned about the errors made by Judicial arrest officers, we find ourselves in front of the goal of knowing the legal organization of it or the legal treatment of the idea of the error made by the civil responsibility of Judicial arrest officers and the extent of the responsibility of the state as a subordinate to the actions of its subordinates of Judicial arrest officers, even if it is their fault personally.

We shall deal here with the criterion of determining the error of judicial arrest officers, and then address the responsibility that is followed for the actions of his subordinate by applying them to the errors of judicial arrest officers. This establishes what we will discuss later on insurance against the liability of professionals and the extent to which it can be applied against the responsibility of judicial arrest of the officers or the attached facility.

First: The criterion for determining the error of Judicial arrest officers:

The jurisprudence did not consider its interpretation of the civil responsibility for the error of Judicial arrest officers as a single unit, nor did it treat the compensation resulting from it as a single matter, but rather the part of the erroneous jurisprudence into two parts (an accompanying error - a personal error). The criterion of intentional error, as it is taken as a personal error for the officer in the event that the act was characterized by intentional, but he was subjected to criticism, as well as other criteria that determined the extent of the seriousness of the error or the extent of separation of the error from the employee's work? Including what entered into the purpose of the actions of the officer, whether instinctive or for the purpose of carrying out the work of his position (13).

With reference to Article (47) of the Egyptian Police Law (14) of 1971, it states that: "... the officer does not ask a civilian except for his personal error." It should be noted here that the same law clearly stipulated that the disciplinary accountability of the officer and his pardon shall not be waived compensation for civil damages. This was confirmed by the text of Article (66) of the previous law that: "The erasure is carried out by a decision of the Supreme Police Council if it becomes evident to him that the officer's behavior and work since the imposition of the penalty are satisfactory, based on his annual reports, his service file, and what the superiors have shown about him. It was not for the future and does not affect the rights and compensation that resulted from it....." As for the law of the United Arab Emirates, the Police Law (15) has been devoid of any similar text, and there are no texts dealing with the criterion of error of law enforcement officers or the right of others to compensate .

As for the Civil Transactions Law, the criterion for the error has been determined. Article (282) of the Federal Civil Transactions Law stipulates that: "All harm to others is obligatory for the perpetrator, even if he is not distinguished by the guarantee of damage," which formed a rule requiring compensation, and it appears that the federal legislator takes the objective standard with the aim Knowledge of personal error (16),

and it is a criterion in which a behavior is reliable in which the average behavior of judicial arrest officers is shown by his peers, so he is neither too cautious nor too negligent, but rather his concern is in the middle. Despite this, the legislator takes into account the external factors in which the official finds himself (17).

The matter is left to the judge's discretion to decide on it by showing the ordinary behavior of Judicial arrest officers as a model for conduct in the case, and in any case, one of the jurisprudence has identified two types of error as a basis for realizing the personal responsibility of the judicial arrest officer, namely, intentional error and gross error (18).

Second: The responsibility of the state to bear the error of judicial arrest officers:

The responsibility of the state here is a subsidiary responsibility entailed by a wrong act committed by the judicial arrest of the officers affiliated with it, so the state is asked about his unlawful actions. The Emirati and Egyptian legislators have agreed on this matter regarding the responsibility of the person responsible for the actions of his subordinate from harmful or unlawful acts if he performs his duties or in accordance with it. It is determined by jurisprudence and court rulings that the follower is responsible for the actions of the subordinate in claims for compensation for the damage inflicted on the individual in his money, soul, or freedom by a positive or negative act resulting from the error of the action of Judicial arrest officers.

We agree with the judicial ruling, as the ruling was in accordance with the application of the legal rules to acknowledge the responsibility of the follower for the actions of his subordinate, as he did not pay attention to the motivator or the knowledge of the follower of the occurrence of the error.

Also, we find that the Moroccan legislator follows the same approach as the Egyptian and Emirati legislators in defining the conditions for obtaining compensation from the state for a (judicial error), and this was evident to us in the judgment issued by the Administrative Court in Rabat on 7/1/2017 regarding a lawsuit defining the conditions for entitlement to compensation for a judicial error. For a civil person against the state represented in the person of the head of government, and after the court conducted a hearing session between the plaintiff and the defendant and exchanged comments and documents between the parties to the case, the court issued its judgment ruling "to pay the state (the Ministry of Justice in the person of its legal representative) for the benefit of the plaintiff in compensation of one hundred thousand dirhams (100,000 dirhams). Dirhams (i.e. approximately ten thousand dollars), that ruling was based on the legal principle of the lawsuit, which is: Everyone who was harmed by a judicial error has the right to obtain compensation to be borne by the state." This is what was stipulated in Article 122 of the Moroccan Constitution 2011 (19).

Through this ruling, the Moroccan judiciary has defined the foundations for the state's tolerance of the judicial error, as well as the conditions for assessing compensation when the state's responsibility is proven to be a very basic issue, which is the discussion of the suitability authority that the Public Prosecution has and its limits. It is undoubtedly that it will indirectly contribute to controlling the work of public prosecution offices when exercising the authority of convenience that they possess, and based on this ruling, we note that the Moroccan judiciary relied in this ruling on a

number of justifications, including what the Moroccan constitution approved of the state's responsibility for judicial error in accordance with Article 122 thereof, authorizing the injured person from the activities of the judiciary facility the right to compensation for the damages incurred by him, on the basis that the judicial authority exercises powers that are branched from the functions of the state and fall within the institutional structure that forms it "(20).

From the above, and with various theoretical interpretations of the responsibility of the follower for the actions of his subordinate, or the criteria for distinguishing the personal error of the judicial control officer for the error of the facility, the state is obligated to bear responsibility for the actions of its subordinate and thus co-operate with its subordinate in compensation for the damage.

Third: Towards securing liability for professional mistakes:

Based on the aforementioned, we see that liability insurance through the actions performed by professionals is from the harm that may befall any person as a result of mistakes made from these categories, and this is due to their ignorance of the requirements of the profession or their lack of care and effort to avoid such errors.

At first glance, it may seem that this insurance is a kind of exemption from liability for the person who caused the damage, but the situation is not that way, as in insurance the insured does not aim to be free from liability, but rather places the burden of this responsibility on the insurance company, so the injured is not deprived of his right to compensation.), As civil liability insurance is considered a shield that protects the professional from the dangers that result from his unintended professional mistakes, and hence the subject of the insurance contract are the risks associated with practicing the profession (21).

In fact, distributing the burden of risks through insurance has become a common occurrence, especially in the field of high-risk activities, as is the case for medical injuries and accidents, and the UAE law has dealt with the issue of insurance for medical errors (22), as the law prohibits practicing medical professions in the country without insurance With one of the insurance companies licensed in the state against civil liability for medical errors (23). We agree with the opinion supporting the idea of compulsory insurance against the mistakes of professionals, in order to achieve stability and balance in civil transactions, and the reassurance that it achieves for the professional when practicing his profession without hesitation or anxiety, and in return the benefit the idea achieves of the benefit to those affected by the mistakes of professionals and to refer to a person who is capable and financially (24).

Therefore, it is important to have a law or legal regulation regarding Judicial arrest, similar to the Medical Liability Law in terms of compulsory insurance against civil liability for the errors of Judicial arrest officers, as it was seen that when the new Corona virus (Covid 19) spread, the UAE took many measures necessary to contain Coronavirus (Covid 19), and finally the violation of company officials for not adhering to quarantine instructions in private facilities (25). Legal measures have been taken against them and records of the violations they committed have been drawn up, and all this was done by Judicial arrest officers, as we see that it is in appreciation of this group and its importance and vital role in controlling order in society and protecting it is their

equality, at the very least, with the white army (medical personnel) (26). In binding insurance against their mistakes while performing their duty (27), as an insured person, and the public utility establishes an internal policy related to the insurance mechanism, whether by bearing the value of insurance premiums or deducting them from the salary or other procedures.

In comparison with some other countries, we find that Egyptian law has followed a system of insurance against judicial arrest, and this system is known as government insurance funds, which undertake insurance operations against risks that insurance companies do not usually accept, such as the work of Judicial arrest officers (28).

Judicial arrest officers can also be subject to this type of insurance in order to reduce the burdens of the cases that are raised to it principally or as a consequence, and the monetary value of compensation in this type of case, and the insurance aims to transfer the burden of civil liability from Judicial arrest officers or the attached facility to the responsibility of the insured. By paying installments, which in this way differs from the clause of liability exemption, which aims to absolve the responsible person in whole or in part in facing the injured (29).

Effects of insurance against damages of Judicial arrest officers:

The conclusion of the contract of insurance against the errors of judicial arrest of officers will have important legal implications, which are the obligations of the insured, the insured, and the public utility, which will be discussed.

Obligations of the insured:

The insured has a major obligation to pay the compensation to the beneficiary in the insurance contracts against errors he is judged in the amount of compensation, as agreed upon in the insurance contract in the event that the insured risk is realized, i.e. the damage that occurs due to the error of Judicial arrest officers. Consequently, if the damage is achieved, the insurer (the insurance company) becomes obligated to pay the compensation amount, and then this obligation becomes an obligation to be paid.

The following we monitor the limits of the insured's obligations based on the realization of the insured risk as follows:

First: The insured's obligation to pay the compensation amount (the insured risk is verified):

Liability insurance aims, from the point of view of jurisprudence, to insure the insured against recourse to which he is exposed by others due to the damage that befalls others from which the insured is responsible for his compensation in accordance with the rules of civil liability (30).

In implementation of this objective, the insured risk is not considered to be realized by the occurrence of harm to the injured, but rather by the actual return of the injured to the insured, that is, to the claim arising from the occurrence of the damage resulting from the error of Judicial officers and not to the damage resulting from the error itself. This is given that the guarantee is based on the responsibility of others and not merely the occurrence of an accident as the reason for its occurrence (31).

Second: Limits of the insured's obligation within the framework of a liability insurance contract:

The obligation of the insured towards the insured is determined according to the insurance contract concluded between them, and often there are specific conditions according to which the insured's obligation to bear the value of compensation for the liability of the insured is determined, and a maximum limit for the amount of compensation that the insured is bound by is usually determined in addition to the existence of conditions upon which the insured may reduce the compensation value upon the occurrence of the damage by distributing the compensation burden between the insured and the insured.

A. Requirement for maximum amount of compensation:

The insured may set a maximum limit for his obligation in order to push the insured when the accident occurs to take the necessary precautions to ensure that the result of the accident does not aggravate more damages, and to reduce the cases of negligence and default on the part of the insured.

B. The condition of reducing the value of compensation:

Usually, the insured resorts to reducing the compensation value by setting a certain percentage to be borne of the compensation value, for example the insured bears 75% of the compensation value and the insured bears 25%, so part of this risk remains without coverage to motivate the insured to always take caution and caution in his work, which prevents Check his responsibility towards others.

C. Provided that minor damages are not covered:

The insured excludes minor damages expected to occur as a result of the work of Judicial arrest officers, and is satisfied with covering medium or large damages only, and the insured aims here to reduce the burden on him, whether financially or administratively, by being preoccupied with settling minor damages that may be of little importance and frequent occurrence at work.

It can be said that determining the insured's obligations in this manner can be effectively applied by insuring against the errors of judicial arrest officers. Whether the facility insures against the civil liability of judicial arrest officers or the officer himself insures against his errors, it can be said that the specific obligations are commensurate with the nature of the civil liability that may arise from the acts of judicial arrest officers, as shown in the previous discussion.

Obligations of the insured:

The obligations of the insured in insurance for the risk that may occur as a result of the errors of Judicial arrest officers do not differ much from those obligations incurred by him according to the general rules in the insurance contract, if this contract places the insured on important obligations, including:

A. The obligation to pay the insurance premium or pay the financial consideration that the insured party undertakes to pay the insurance company in exchange for its enjoyment of the risk insurance, and it corresponds to the insured's obligation to bear the risks, so the premium is the price of the risks that the insurer bears, in a contract of

netting (32), the insurance premium arises in the responsibility of the insured in return for obtaining the insurance coverage provided by the insured, and the insured is obligated to pay the amounts agreed upon within the period specified in the contract (33), and in the case of Judicial arrest officers, the public utility here is the one who is obligated to insure against the errors of his subordinates. He is the insured party to his followers in the contract. As for the issue of payment of premiums, we do not raise it here. Whether it is borne by the facility or it is deducted from the salary of the judicial officer, the facility is legally obligated to insure and also to pay the value of insurance premiums to the company.

B. Commitment to take caution and caution: As insurance against the errors of the arresting officers requires that he be committed to taking caution and caution during the contract, and this type of insurance is unique from other types of insurance with this commitment, so the insured must take the behavior of a specific person, which is to adhere to the instructions established by the law and the insurance policy. And if he breaches this obligation and the breach of it has an effect on the realization of the risk against him, then this will affect the responsibility of the insured to pay the amount of compensation. It can be promised that the insured will not abide by this obligation, because he breached a general obligation imposed by law, which is the obligation to observe caution, caution, and concern for the public rights and interests that are protected by law (34).

D. Obligation of the insured to inform the insured of the realization of the insured risk: The commitment of the insured at this stage is one of the most important obligations incurred by him as a result of the insurance contract and he must observe them so that he enjoys the insurance coverage that the insurance policy costs. All it takes to prevent the damage from getting worse. In all cases, the notification must be made within a specific period of time specified by the document in printed form or agreed upon according to the will of the parties (35).

That is why we find insurance policies for errors that oblige the insured to notify immediately without specifying a time period for notification, and the insured is obligated to cooperate with the insurer (36).

Therefore, nothing precludes the permissibility of insurance against dangers arising from judicial arrest officers (37). As for the liability of the judicial arrest facility as a subordinate, it is permissible to insure liability for the harmful consequences of the error of judicial arrest of the officers (subordinate), even if they were intentional (38).

A vision to insure civil liability for judicial arrest officers:

In this section, we present our view of the issue of securing from civil liability for judicial arrest officers, in the context of permitting Judicial arrest officers or the bodies responsible for them to insure against damages resulting from their professional mistakes. We present in this topic two topics: the first is the discussion about insurance by insurance companies against civil liability for judicial arrest officers, and the second is an objective vision in which we clarify the obligations of the insured to extinguish judicial arrest officers.

Judicial arrest officers are insured by insurance companies:

Judicial arrest officers' civil liability insurance is concerned with insuring damages aimed at compensating others for the damage that they suffer as a result of his mistakes and that is supposed to be paid from his financial liability, so it guarantees him a financial guarantee that prevents him from bearing the compensation value that may exceed his financial ability.

The proper conclusion of the insurance contract against the errors of Judicial arrest of officers entails obligations of both the insured and the insured, as the principle of good faith presupposes that the parties should not dissolve from his obligations without legal justification, and the insurer is only obligated to compensate the insured for the value of the loss that he suffered as a result of verification. The risk of the insured, whatever the amount of insurance, and it is clear that this principle aims to prevent the insured from working on the occurrence of the insured risk against him or at least from neglecting in the precaution against its occurrence, and so that insurance is not a means of illicit enrichment (39), and the insured must Paying the guarantee or the amount due to the insured or the beneficiary in the agreed manner upon realization of the risk or the arrival of the term specified in the contract (40)

The amount of insurance is the amount by which the amount that the insured is obligated to pay to the insured on is determined, and the amount of insurance is determined in the insurance price policy by determining the value of the insured thing, and on the basis of which the insurance price is determined and the premium that the insured is obligated to pay. The amount of insurance in the form of a cash amount to be paid to whoever has the right, or payment is made by returning the thing that was subjected to the accident, the subject of the insurance, to what it was before this exposure. Determining the method for the insured to pay the amount of the insurance is subject to the agreement stipulated in the insurance policy (41).

The insurer shall pay the compensation amount for bodily damages to the beneficiary without causing him death under the insurance policy (42).

It is not permissible for the insured to obtain compensation from the occurrence of the insured accident that exceeds the amount of damage he sustained, and this principle is public order, and therefore the assessment of compensation must be equal to the damage caused by the insured accident within the limits of the amount of insurance, because the insurance if Not so, it becomes a threatening danger if it turns from a process of psychological reassurance of the insured to speculation that when the risk is realized, the insured has an amount that exceeds the actual damage that resulted from the occurrence of the risk (43).

And if the insured amount is less than the real value of the insured thing, then such insurance is called incomplete, partial or understatement insurance, as the insured cannot obtain compensation for the damage resulting from the realization of the risk in excess of the insured amount due upon the realization of the risk. The insured is either the amount of insurance or the value of the damage, whichever is lower, but when the estimate of the insured at the time of contracting is less than his estimate at the time of loss, the proportionality rule intervenes to achieve justice (44).

Proposed Compensation Fund for damages due to the judicial police:

The idea of financial aid for the afflicted is not a new idea, as it has been known since ancient civilizations in Mesopotamia, as it existed in Mesopotamia, then in the nineteenth century from writings and opinions of jurisprudence, exhibits discussion in international conferences, and after that it was adopted by risk management in the modern era.

And as an alternative solution to insurance in the Egyptian Court of Cassation as a result of any harmful act that affects the individual or society (45).

So far, as part of design, engineering, engineering, hospitality, hospitality, engineering, bridges, the same side, the same side, the same side in the foreground and the presence of an affluent person compensating the injured within a simple period of time without delay or referring to the judiciary (46).

From that, we can say that the Judicial arrest officers' liability insurance system is the solution to his insolvency, as well as to reduce the burden of liability for him, because the injured will find before him the insurance company that he can refer to in the event of a judgment for compensation in addition to the legality of this type of insurance in jurisprudence and law.

The most prominent results: -

The study reached a number of results, most notably:

1. Insurance differs from liability for professional errors of the judicial control officer from insurance for persons. Damage insurance includes all risks that its realization would negatively affect the insured's financial liability.
2. Judicial arrest protects officers from the risk of compensation, especially if they are insolvent or if their financial capabilities are modest. Nevertheless, there is no legal treatment at the level of legislation or regulations governing the work of judicial control bodies regarding the issue of damages that may arise from the errors of Judicial arrest officers.

Main recommendations:

1. We recommend the Emirati legislator to issue a compulsory civil liability insurance system for judicial arrest officers, obligating all institutions and entities that have judicial arrest to cover the insurance policy for errors that may result from judicial arrest officers while performing their duties.
2. Work to implement a fund that will cover compensation payable for judicial arrest damages until a special legislation and organization is passed to insure the civil liability of judicial arrest officers.

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Footnotes:

- 1- UAE Federal Criminal Procedures Law No. 35 of 1992, Official Gazette No. 233 bis, the twenty-second year, dated 01/26/1992, and it came into force from 4/26/1992.
- 2- See Article 52 of the Criminal Procedures Law No. 35 of 1992 AD, in accordance with the latest amendments to Law No. 29 of 2005 and Law No. 35 of 2006.
- 3- See Article (2) of the Federal Criminal Procedures Law, which states that arrest is unlawful except in the circumstances and conditions stipulated by law.
- 4- Hosni, Mahmoud Naguib (1992), *The Constitution and the Criminal Law*, (Cairo: Dar Al-Nahda Al-Arabiya), p. 11.
- 5- Abu Samra, Emad Mahmoud. (2008), *The Civil Liability of the Judicial Enforcement Officer (A Comparative Study)*, (Al-Mansoura: Dar Al-Fikr and Law), p. 137.
- 6- Abdin, Muhammad Ahmad (1985), *Crimes of the Public Servant*, (Alexandria: University Press House), p. 139.
- 7- Article 378 of the Federal Penal Code, as amended by Law 34 of 2005, stipulates that: "A public official who commits one of the acts described in this article is punishable by imprisonment for a period not exceeding seven years and with a fine a public official who commits one of the acts described in this article depending on the authority of his position." See more Zarouni, Hashem Abdel Rahman. (2015), *The Civil Responsibility of Judicial Arrest Officers (A Comparative Study)*, (Sharjah: Police Research Center Administration), p. 107.
- 8- Refer to Articles 45 - 49 - 50 - 51 - 52 and of the Criminal Procedures Law, which outline the procedures to be followed in house searches.
- 9- For more details, see Rida Abdul Hakim Radwan, *Judicial Control in Sharia and Legal Regulation*, Law Magazine, Kuwait University, Volume 36, Number 1, for the year 2012 AD, published on the Dar Al-Nizamah website, page 478.

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- 11- The law, according to the latest amendment, Federal Law No. 12 of 1976 regarding the police and security forces.
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- 13- The poet, RamziTaha (2009). *Al-Wajeez fi Al-compensation District*, (Egypt: Dar Al-Nasr for Printing), p. 120.
- 14- Egyptian Police Law No. 109 of 1971.
- 15- Federal Law No. 12 of 1976 in the matter of the police and security forces, (according to the latest amendment) of the United Arab Emirates.

- 16- For more details, see Adnan Sarhan and others, *The Brief Explanation of Sources of Compliance in the Federal Civil Transactions Law*, University Library, Emirate of Sharjah, First Edition, for the year 2015 AD, pp. 221 until 224. As well as Bashar Talal Al-Momani and others, explaining the sources of involuntary commitment in the Transactions Law UAE Civil Society (harmful act - beneficial action - the law) according to the latest legislative amendments and judicial applications, University Library - Emirate of Sharjah, First Edition, for the year 2015 AD, pp. 37 to 42.
- 17- Najida, Ali. (1994), *The General Theory of Obligation According to the Civil Transactions Law and Islamic Sharia*, Book One, Sources of Compliance, (Dubai: Dubai Police Academy Publications, First Edition), p. 479.
- 18- Abu Samra, Emad Mahmoud, previous reference, p. 344.
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- 20- Article 122 of the Constitution of Morocco, 2011, Compensation for Judicial Error "Everyone affected by a judicial error is entitled to compensation that is borne by the state. "; P. 25. Constituteproject.org website
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