

The Conclusion

We had in this research the introduction in the delay fine , and the state's right imposition on the contractor who delayed in the implementation of his contractual obligations and without the presence of arbitrary reasons for this delay , we also explained that The delay fine always be a replaced by administrative contract, as well as explained in the text the administrative legislations, such as the general conditions of the conditions of civil engineering works ,the instructions of the implementation of government contracts and the instructions of the implementation of the federal budget , we also distinguished between the delay fine and other legal situations such as the penal condition ,and threatening fine and we explained the difference between them , and we considered that the damage is assumed for delay implementation of administrative contracts does not need to prove the damage by the administration , the delay fine is imposed once the delay of contractor for the periods of the delay of the scheduled implementation , and therefore administration can deducted from the dues of the contractor without the need to issue a judicial ruling , then we explained in this research the most important characteristics of delay fines and conditions of availability of it on the contractor with the administration , Then we explained the cases in which management can exempt the Contractor from the delay fine .

And through this research we came to the following results :-

- 1 - shall not reduce the delay fine or to exempt the contractor from it under the pretext of not getting damage by the judiciary, even if exaggerated in its discretion because it is discretionary matters pertaining to the administration .
- 2 - The current legislations governing the system of administrative contracts, such as the General Conditions for Construction of civil engineering works , instructions implementation of government contracts or even Iraqi civil law in relation to the rules that govern the contract of entrepreneurship , and are considered obsolete legislations do not fit with the current development happening in the field of of administrative contracts and the giant state investment projects and do not cover all the problems that you get in these contracts .
- 3 - That the competent administrative court settling disputes administrative contracts (construction contracts), formed by the Ministry of Planning and Development Cooperation under the instructions of implementation of government contracts number (1) for the year 2007 can not resolve all of the disputes that associated with administrative contracts at the level of Iraq , I see the necessity to be expanding it to include all governorates due to the evolution in the field of construction and reconstruction .
- 4 - I see the necessity for there to be a court of competent jurisdiction to consider the administrative contract disputes and especially the investment plan projects contracts in each governorate governorates of Iraq in view of the large number of projects, where the court is competent in these disputes at the present time is the court of first instance .

5 - Necessity insert management personnel and especially working on projects investment plan (administrative contracts) in specialized courses inside and outside Iraq in order to inform them of the latest styles in the organization of administrative contracts, through the use of modern technology .

The last prayer is praise be to Allah, Lord of the World

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