



Emad El-Din Ahmed Soliman

Lawyers and Legal Consultants

**Subject:** Formal summons

Upon the claimant's request and under his responsibility

Advocate of claimant company

Emad Soliman

Lawyer

It is on Sunday corresponding to 31/01/2021

Upon request of the legal representative of Congress Services Center Company, located in Mohandseen- Arab Republic of Egypt and his chosen domicile id the office of Messrs./ Emad El-Din Ahmed Soliman, Mostafa Mohamed Abo EL-Ezz, Sameh Talaat Taha, Abdel-Kader Hamada Abdo, Ahmed Lotfy Ali, Mostafa Abdel-Halim Mahmoud, Abdel-Rahman Taghian Ahmed, Mohamed Hassan Ali, Mahmoud Adel Mohamed, Dalia Ashraf Abbass El-Awadi, Mohamed Mousa Ragab, Amir Ayman Mohamed, Radwa Mohamed Abdel-Hamid, Maissa Amr Abo Hamr, David Tamer Youssef William, Lawyers, located on 11, Mokhtar Said St, Ard El-Golf, Heliopolis- Cairo Governorate.

I, process server of Agouza court has headed and notified:-

**First: Mr. Legal Representative of International Federation of Business and Professional Women**, located in 14, Syria St, Mohandseen Giza Governorate.

Addresses with/

**Second: Mr. Legal Representative of International Federation of Business and Professional Women**, located in 22, Rue Rothschild, Geneva 1202, Switzerland, to be notified via diplomatic channels addressed by Mr. Head of East Cairo prosecution located in North Cairo Court of First Instance located in Abbaseya Square- Cairo

Addressed with/

**Third: Mr. Ambassador of State of Switzerland to Arab Republic of Egypt** to be notified in the Embassy premises located in 10, Abdel-Khalil Tharwat St, Kasr El-Nil, Cairo, Arab Republic of Egypt.

**I notified them of the following**

- On 4/10/2017, a contract was concluded to manage a conference between the Claimant Company and respondent federation pursuant to which the claimant adheres to organize the 29<sup>th</sup> International Conference of the respondent during the period from 23/10/2017 till 27/10/2017 in Arab Republic of Egypt.

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- Whereas the claimant company committed to all clauses of the contract, through organizing the international conference and providing all related services to the fullest in Marriot Mina House (previously Mina House) in Arab Republic of Egypt, however, it was surprised as the respondent federation violated their agreement pursuant to the said contract, refrained from paying their remaining financial obligations resultant from providing agreed upon services. As the claimant company desires not to harm reputation of the federation and settle matters peacefully, it negotiated amicably for three (3) years to settle the debt owed by the federation. In spite of that, the federation stalled and did not commit to pay the due debt which amounts to \$189.128 (only one hundred, eighty nine thousand, one hundred and twenty eight American dollars), fixed pursuant to the following invoices:-

1. Invoice no. 1856 dated 22/10/2017 amounted to \$5.074 (only five thousand and seventy four American dollars).
2. Invoice no. 1857 dated 22/10/2017 amounted to \$7.200 (only seven thousand and two hundred American dollars).
3. Invoice no. 1858 dated 23/10/2017 amounted to \$6.500 (only six thousand and five hundred American dollars).
4. Invoice no. 1859 dated 23/10/2017 amounted to \$7.800 (only seven thousand and eight hundred American dollars).
5. Invoice no. 1862 dated 28/10/2017 amounted to \$47.204 (only forty seven thousand, two hundred and four American dollars).
6. Invoice no. 1864 dated 29/10/2017 amounted to \$20.300 (only twenty thousand and three hundred American dollars).
7. Invoice no. 1865 dated 30/10/2017 amounted to \$16.650 (only sixteen thousand, six hundred and fifty American dollars).
8. Invoice no. 1866 dated 30/10/2017 amounted to \$26.400 (only twenty six thousand and four hundred American dollars).
9. Invoice no. 1867 dated 30/10/2017 amounted to \$6.750 (only six thousand, seven hundred and fifty American dollars).
10. Invoice no. 1868 dated 30/10/2017 amounted to \$50.250 (fifty thousand, two hundred and fifty American dollars).

- Whereas the claimant company was surprised that the respondent did not implement its obligations of paying these sums in their due dates, therefore, the said behavior of the respondent violates the texts of articles 147/1 and 148/1 of civil code as follows:-

- Article 147/1 of civil code stipulates that:-  
"Contract is the law of parties; it may not be challenged or amended except by the agreement of the parties or the reasons stipulated by the law.



Jurisprudence precedes also that:-

“If the contract was valid, it shall has its binding power and the parties are obliged to execute what they commit to.”

(Al-Waseet in explaining the civil code- commitment theory – Dar El-Nahda version- volume no.1, p.624).

**Article 148/1 of civil code stipulates that**

The contract must be executed according to its contents and in manner agreeable to its obligations and goodwill.

**The explanatory memorandum of the civil code provided comments on these two articles:-**

“Contract is the law of the parties, but it is an agreeing law, it obliges the parties to execute what is agreed upon when it is valid, the origin is that no party may revoke or amend it independently, moreover, the judge may not amend or revoke it as he does not create the contracts, his work is limited to interpreting its content by reference to the parties` intention. Therefore, it is impermissible to revoke or amend it except via agreement of the parties... the content of the contract is obliged to be executed in a manner consistent with the imposition of good faith and custom in the honor of dealing.....”

The reference in commenting on the texts of civil code counsel / Moawad Abdel-Tawab, 5<sup>th</sup> edition for the year 2000 , first part p.452.

**Article 226 of civil code stipulated that:-**

“If the subject of the obligation is an amount of money and was known at the time of claim and the debtor was delayed in payment thereof; the latter shall then be obliged to pay, as compensation to the creditor, interest in the amount of four per cent in civil matters and five per cent in commercial matters. Such interest is applicable from the date of legal claim thereof, unless the agreement or commercial custom does not determine another date for its effectiveness or otherwise stated by the law.”

**Whereas the court of cassation settled that:-**

“Whereas the text of article 226 of the civil code stipulates that the legal interests do not apply from the date of claiming except on the sums with known amount at the time of filing the lawsuit and the purpose of subject of the obligation is of a known amount is based on what was settled by judiciary of this court that determining its amount is based on fixed bases where the judiciary does not have authority to assess it.”

(Appeal no.39 for the year 45 judiciary session on 16/7/1979)



- In addition to the above, the legal interests on the said sums are due to the claimant company pursuant to text of article 226 of civil code, 5% annually as of the date of obligation till full payment.
- As for adversity with his excellency the third respondent in his capacity as representative of State of Switzerland, he is responsible for protecting rights of persons, entities and companies against any trespass or assault done by any Switzerland's citizens against any foreigner.

**Therefore**

- The claimant company notifies the respondent federation of the necessity of payment the amount of \$ 189.128 (only one hundred, eighty nine thousand, one hundred and twenty eight American dollars) and legal interests 5% from the due date till full payment in addition to compensation within a date not exceeding 5 days from the date of this summons. In case the federation fails to pay during the period set in the summons, the claimant company shall be forced to take the legal procedures to fulfill its rights from the respondent federation and precautionary attachment on all its funds in banks, publish these verdicts in all audio and visual media... etc.

**Accordingly**

I, the above mentioned process server has moved in the above mentioned date to the domicile of the respondent and delivered a copy of this summons to acknowledge it and act accordingly with preserving other rights of the claimant company.

