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## **Disputes in Industrial Real Estate Investment: Challenges and Solutions**

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### **Abstract:**

Investment in industrial real estate is a key driver of economic development and capital attraction. However, in practice, it generates various legal disputes that may undermine its stability and effectiveness. This article analyzes the effectiveness of the legal framework governing industrial real estate investment in reducing such disputes, while also assessing the efficiency of dispute resolution mechanisms, particularly judicial ones. It highlights the main challenges related to the nature and causes of these disputes, including administrative complexity, overlapping jurisdictions, and legislative ambiguity. The study adopts an analytical and critical approach to evaluate the adequacy of existing legal solutions. It concludes that, despite the presence of regulatory mechanisms, the legal framework still faces significant challenges in preventing and resolving disputes. Accordingly, enhancing legal certainty, simplifying procedures, and promoting alternative dispute resolution mechanisms are essential to ensure a balanced protection of investors and the public interest.

**Keywords:** Industrial Land – Investment Law – Investment Disputes – Judicial Settlement – Alternative Dispute Resolution (ADR) – Legal Security – Public Interest.

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## **Introduction**

Investment in Algeria has become a central pillar of the national strategy aimed at fostering economic development through carefully designed and effectively implemented policies and measures. This strategic orientation has necessitated the establishment of a comprehensive legal framework to regulate investment activities and ensure a conducive investment climate. Such a framework is built upon a variety of mechanisms, procedures, incentives, and guarantees (**Low N.22-18, 2022**), intended to encourage both domestic and foreign investors, while creating favorable conditions through the provision of appropriate legal foundations and land resources.

Given Algeria's vast territorial expanse, the country is endowed with diverse assets that constitute significant attractions for investors. The initial steps undertaken by the legislator to promote investment were reflected in the introduction of customs incentives and tax exemptions aimed at fostering competitive industries, facilitating the transfer of foreign technology and expertise, and generating employment opportunities. This was achieved by ensuring suitable conditions for private investment, including the constitutional protection of private property and the affirmation of its autonomy under Law No. 88-25 (**Low N.88-25, 1988**) relating to the orientation of national private economic investments (1988). Subsequently, several legal instruments were enacted to open the field to both direct and indirect foreign investment, notably the Money and Credit Law No. 90-10 (**No.90-10, 1990**), as amended (1990), and Legislative Decree No. 93-12 (1993) (**DecreeN.93-12, 1993**) on investment promotion. These reforms progressively established the principle of equal treatment for investors, ultimately granting full investment freedom under Ordinance No. 01-03 (2003) (**OrdinanceN03-10, 2003**). Furthermore, the 2020 constitutional amendment (**PresidentialDecreeN20-442,2020**) enshrined the freedom of investment and trade in Article 61.

The promotion and development of investment are fundamentally contingent upon land (real estate), which constitutes the core foundation for building the national economy and the backbone of investment advancement and enhancement. Accordingly, the State has attached particular importance to the provision of land bases designated for the establishment of industrial activities, in order to meet the requirements arising from the implementation of various developmental, social, and economic programs.

It is worth noting that the regulation of industrial land in Algeria has undergone several phases, during which different methods of management and exploitation were adopted within evolving legal frameworks aimed at ensuring the availability of suitable land for investment projects. Initially, the legislator relied on concession mechanisms within industrial zones, as well as investment-related transfers of ownership subject to resolatory conditions. However, this approach was later abandoned in favor of granting concession rights in designated areas as a new model for the exploitation of industrial land through concession contracts, which themselves have evolved through successive legislative stages.

As part of the legislative framework governing the concession mechanism, several ordinances and executive decrees were enacted to regulate the conditions under which concessions are granted on land belonging to the private property of the State and allocated for investment projects. Following the realization that concession contracts convertible into ownership transfers had proven ineffective and contributed to the depletion of national assets, public authorities reversed this approach. They retained the non-transferable concession model as a new legal mechanism, implemented through a specific type of administrative contract. This framework defines the obligations imposed on investors, aiming to preserve national private property while enabling investors to carry out their projects effectively by granting them usufruct rights without transferring ownership. This approach is notably governed by Ordinance No. 08-04 (2008) (**Ordinance N08-04**,

2008) and Executive Decrees No. 09-152 (Executive Decree N09-152, 2009) and No. 09-153 (2009) (Executive Decree N90-153, 2009).

Moreover, the State's regulatory intervention in the realm of administrative contracts, aimed at safeguarding the public interest, does not preclude the emergence of legal issues resulting from interactions with the other contractual party during the execution of these contracts. This necessitates the establishment of rules, mechanisms, and judicial bodies to adjudicate disputes, thereby achieving a balance between rights and interests and consolidating justice (Baali, 2005, p. 6).

Since industrial land constitutes one of the subjects of these contracts, it has been surrounded by numerous legal problems and disputes. These issues are largely attributable to the multiple amendments made during different stages of its regulation and the legislator's continuous attempts to preserve it, compounded by limited experience and insufficiently regulated procedures for its exploitation within an appropriate legal framework aligned with investment promotion policies. Consequently, many judicial disputes have arisen, primarily due to the absence of clarified legal status for industrial land, which prevented investors from obtaining property titles, as well as the unauthorized appropriation of land without adherence to the integration procedures stipulated in Ordinance No. 74-26 (1974) (Ordinance N74-26, 1974) concerning municipal land reserves. Additional disputes have arisen regarding the concession contract itself.

Accordingly, the central research question of this study is formulated as follows:

**To what extent has the legal framework governing investment in industrial land in Algeria contributed to reducing disputes arising therefrom, and how effective are the judicial mechanisms in resolving such disputes in a manner that ensures investment stability and achieves a balance between investor protection and the public interest?**

The study relied on the analytical method through the deconstruction of the relevant legal texts, as well as the critical method to assess the adequacy of the adopted solutions.

This research aims to address this issue in the following manner:

This will be done by examining general disputes related to industrial land (Section One) and analyzing disputes resulting from the breach of the terms and conditions of the concession contract (Section Two).

### **Section One: Disputes Concerning the Regularization of Industrial Land**

The legislator has sought to provide industrial land with protection sufficient to serve the public interest and the purpose for which it is designated, by regulating it through a set of procedures for its acquisition. Nevertheless, judicial arenas have not been free from various disputes concerning (Zreik, 2016, p. 10).

Previously, disputes concerning industrial land primarily revolved around ownership issues and conflicts related to the execution of exploitation contracts. Aggrieved parties would resort to the courts to assert their rights in accordance with the principles of justice, ensuring the resolution of conflicts between investors and the administration while guaranteeing each affected party the right to seek judicial recourse. These disputes have resulted in what are known as disputes arising from delays in the procedures for transferring industrial land ownership (First) and disputes arising from relationships with third parties (Second).

#### **First: Disputes Arising from Delays in the Procedures for Transferring Industrial Land Ownership.**

Since Algeria's independence, industrial land has not enjoyed legal stability commensurate with the nature of its use, not to mention the competition among various operators. This necessitates an examination of the different disputes that industrial land has experienced, in order to understand their causes and some of the solutions implemented by the legislator.

The underlying principle is that the concession contract is based on the idea of usufruct and the exploitation of land without ownership, or on the concept of a renewable lease, aimed at preserving national private property and enhancing the value of industrial land. Nevertheless, these practices have given rise to a series of disputes, primarily stemming from the shift in the method of granting concessions—from transferable concessions to negotiated, non-transferable grants. The resulting disputes can be categorized as follows :

### **1- Regularization of Situations Following the Issuance of Ordinance No. 08-04:**

The legislator's adoption of the non-transferable concession method had a significant impact on files that had previously benefited from transferable concessions after the suspension of transfer procedures. This resulted in the stagnation of some pending files under Ordinance No. 06-11 (repealed), as beneficiaries rejected this new form of granting concessions. Consequently, planned projects were delayed due to the absence of property titles. In this context, a memorandum was issued attempting to provide solutions, distinguishing between different scenarios:

- **First Scenario:** For public economic enterprises and institutions of an industrial or commercial nature where the full transfer price had been paid by the investor and the property deed had been signed and was in the process of registration, regularization was achieved by proceeding with the transfer through the contract registration while including an additional clause prohibiting future transfer—i.e., converting it into a non-transferable concession. If the institution refused this arrangement, it was to be notified that the amount paid would not be refunded and would be considered an advance on the lease fee.

- For cases where the full price had not been paid, and contracts had been prepared and signed but the contract had not yet been registered, the contract would follow the non-transferable concession format, with the amount already paid considered as an advance on the commercial lease fee. Cases

where payment had been made but contracts were not yet prepared were addressed in the second memorandum dated 12/08/2009.

• **Second Scenario:** Regarding the transfer of real estate assets of local public institutions to employees, these were to follow the non-transferable concession format, even if the beneficiaries had received promises of sale. For remaining real estate assets previously granted through a public auction under Ordinance No. 06-11, contracts were to be prepared on the basis of granting a non-transferable concession.

## **2- Regularization of Situations Following the 2011 Finance Law**

From the foregoing, it is evident that some cases left unresolved by Ordinance No. 06-11 were addressed, while others remained pending until 2012. To provide legal solutions, a joint ministerial directive No. 01254 dated 07/02/2012 was issued, which stipulated the following:

**a.** In cases where the full transfer amount had been paid before the beginning of September 2008, the administration is obliged to deliver the property deed to the beneficiary of the transfer.

**b.** In cases where the transfer amount was partially or fully paid after 1 September 2008, a distinction must be made between two scenarios:

- For public economic enterprises, industrial or commercial public institutions, or local authorities, the transfer procedures may continue provided that the full transfer amount is paid.
- For associations, their files are processed by preparing contracts based on the granting of a non-transferable concession in exchange for the payment of a fee.

For cases in which no payment was made, the file is processed according to the non-transferable concession format. In the event of refusal by the concerned parties, their entitlement is canceled and the assets are granted to other beneficiaries in accordance with the concession contract.

## **Second: Disputes Arising from Relations with Third Parties.**

Generally, it can be stated that the primary jurisdiction over industrial land disputes falls under administrative courts. However, potential disputes between investors within an industrial zone, or between an investor and the authority responsible for managing industrial zones, fall under the jurisdiction of ordinary courts. Similarly, disputes arising from contractual relationships (**dewar,2011,p.35**) between the concession holder and third parties are also subject to ordinary jurisdiction. This is due to the nature of the parties involved, whether natural or legal persons, who are subject to commercial law, as will be discussed below:

### **1- Disputes Between the Concession Holder and the Industrial Zone Management Authority:**

The relationship between the concession holder, whether national or foreign, and the management authority may involve disagreements over contractual and financial obligations. Such disputes are referred to the competent judicial authorities for adjudication in accordance with the law.

This was confirmed by the Civil Chamber of the Supreme Court in its Decision No. 351919 dated January 24, 2007, in the case of *Entreprise de Réalisation et Construction Algérie vs. the Industrial Zone Management Authority of Algiers*, stating:

"The obligation of an enterprise located within an industrial zone to pay fees and contributions is a legal obligation arising from the occupation of a plot of land therein, pursuant to Article 8 of Decree No. 84-55 (**DecreeNo.84-55, 1984**), given that management authorities are public institutions of an industrial and commercial nature, subject to civil law."

Moreover, ordinary courts have jurisdiction when the investor fails to fulfill obligations regarding the payment of financial shares related to the maintenance of road networks and essential infrastructure within the industrial zone (Decree 84-55, 1984). Foreign investors, even if not residing in Algeria, may be summoned before Algerian judicial authorities to fulfill

contractual obligations undertaken in Algeria with Algerian parties, in accordance with civil law.

## **2- Disputes Between Investors Within the Industrial Zone:**

Disputes may arise between investors operating within the industrial zones. Such conflicts fall under the jurisdiction of ordinary courts. These disputes, which often involve neighboring relations or easement rights, are numerous and cannot be exhaustively categorized.

## **3- Annulment of Administrative Decisions Issued by the National Agency for Investment Development (ANDI):**

The National Agency for Investment Development is a public legal entity, granting it several authorities when exercising its competencies, including carrying out material acts and legal dispositions in the form of administrative decisions. Such decisions, if issued unilaterally, may give rise to disputes with the concession holder. The administrative judge has jurisdiction to annul ANDI's decisions in two cases:

- **Judicial Authority to Annul Decisions on Deprivation of Benefits:** Investors are legally entitled to benefits under Article 4 of Law No. 16-09 (amended and supplemented) relating to investment promotion (**LawN16-09, 2016**) upon registration with ANDI and pursuant to Executive Decree No. 17-104. ANDI, however, may issue a decision depriving the concession holder of these rights under Article 34 of Law 16-09 in case of non-compliance. The legislator grants the investor the right to file an administrative appeal against such deprivation before the specialized investment promotion appeal committee, which may accept or reject the appeal depending on the case.

If the administrative appeal is rejected, the investor retains the right to judicial review to annul ANDI's decision. This judicial right constitutes a legal guarantee under Law 16-09, Article 11, which provides: "The investor who considers themselves aggrieved by the administration or authority responsible for implementing this law regarding benefits, or who is subject to withdrawal or deprivation proceedings, has the right to appeal." The investor must file for annulment within the prescribed deadlines according to legal procedures.

• **Judicial Authority to Annul Decisions on Withdrawal of Benefits:** During its oversight of investment projects, ANDI may determine that an investor granted benefits under the concession has failed to fulfill their obligations. In such cases, ANDI may, pursuant to its legally granted powers, issue an administrative decision to withdraw the benefits, as stipulated in Article 34 of Law 16-09: "In the event of non-compliance with obligations arising from this law or those undertaken by the investor, all benefits shall be withdrawn."

In accordance with Article 11 of the same law, the investor retains the right to appeal to the specialized investment promotion appeal committee, without prejudice to their right to judicial review, ensuring protection of their interests and guaranteeing that their rights are not infringed. The investor may also initiate annulment proceedings before the administrative courts within the legally prescribed deadlines and procedures.

## **Section II: Disputes Arising from Breach of the Terms and Conditions of the Concession Agreement.**

The existence of a specialized administrative judiciary to adjudicate administrative disputes is a requirement dictated by the principles of justice. Administrative law, by its very nature, is a judge-made law, in which the role of the judge is not merely to apply legal rules but also to create them. The judge enjoys a certain degree of discretion in interpreting legislative provisions, determining their applicability to the case at hand, and analyzing its elements both factually and legally. This explains its emergence in France, as it seeks to apply specific rules distinct from those applied by ordinary courts when examining administrative disputes (**Badawi, 1988, p. 105**).

The Algerian legislator has adopted the institutional (organic) criterion to determine the jurisdiction of administrative courts, pursuant to Article 800 of the Code of Civil and Administrative Procedures (Law No. 22-13). Since the concession agreement is considered an administrative contract given that one of its parties is a public legal entity in accordance with Article 10 of Ordinance No. 08-04 (Ordinance No. 08-04, 2008) judicial actions relating thereto must also comply with

property registration requirements, particularly Article 85 of Decree No. 76-63 (**DecreeNo76-63, 1976**) concerning the Land Registry, as amended and supplemented by Executive Decree No. 93-123, as well as Article 17 of the Code of Civil and Administrative Procedures.

Accordingly, concession agreements relating to industrial property fall under the supervision of the administrative judiciary based on the institutional criterion. The available legal remedies in this regard include full jurisdiction actions and annulment actions. The former will be examined in the context of industrial concession agreements (Section One), while the latter will be addressed in the same context (Section Two).

### **First: Full Jurisdiction in the Context of the Industrial Concession Agreement.**

Full jurisdiction, as its name indicates, refers to the authority granted to the judge to resolve the dispute in its entirety, by annulling any unlawful decision and consequently producing all resulting legal effects. The full jurisdiction action is defined as “an action aimed at examining the legality of the administrative act, ruling its annulment if it is found unlawful, and subsequently addressing compensation.” It is a personal, subjective action brought by the party contracting with the administration in defense of their legal position arising from the contract. It is an action seeking fair compensation to redress the harm caused by the harmful administrative activity (**Amin, 2005, p. 294**).

Naturally, the judge’s powers in this context are extensive: they first examine the existence of a personal right and then assess the extent of the damage to determine full and fair compensation if it is proven that the harm affected the personal right. The judicial action brought by the concessionaire before the full jurisdiction court to claim compensation in relation to the concession agreement may take several forms, including

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• **Lawsuit Seeking the Annulment of the Concession Agreement.** Under general rules, all essential elements of a contract must exist, and the conditions for its validity and proper formation must be met. Administrative contracts are also subject to other substantive and procedural conditions stipulated by the legislator. If one of the essential elements of a concession agreement is missing or if a defect affects its validity, the concessionaire may resort to the judiciary to seek annulment. If the administrative judge determines that an industrial property concession agreement suffers from a defect in one of its elements, the court rules the contract null and void and awards compensation for damages incurred by the concessionaire, who had believed the contract to be valid (Al-Tamawi, 1977, p. 250).

**2- Action for Compensation for Administrative Breach of Contractual Obligations:** If the granting authority acts in violation of its contractual obligations, the concessionaire may obtain a court ruling to annul those actions through full jurisdiction. Examples include failing to provide the necessary administrative permits to establish the project or delaying their issuance by the competent authorities.

**3- Action for Termination of the Concession Agreement:** While the administration may terminate an administrative contract unilaterally under its public authority privileges, the concessionaire cannot do so unilaterally. Instead, the concessionaire must file an action before the full jurisdiction court to request termination due to the granting authority's serious breach of contractual obligations or exceeding its limits in exercising powers to modify the contract.

Article 10 of the Model Terms annexed to Executive Decrees No. 09-152 and 09-153 specifies cases and procedures for termination:

a) The administration may agree with the contracting party to terminate the contract, respecting the principle of contract sanctity.

b) If the beneficiary fails to comply with the contract terms, the administration may issue two formal warnings by registered

- letter with acknowledgment of receipt and, if no response is provided, may initiate judicial proceedings to revoke the rights. The administrative judge, upon verification, rules on contract termination with compensation obligations.
- c) In case of project non-completion after the additional period, the administration may seek judicial revocation of rights, with compensation paid by the state based on the added value introduced by the investor.
- d) If buildings are completed within the deadlines but do not comply with the approved plan or building permit, termination occurs without compensation.
- e) If the project is not completed within the deadlines and/or buildings do not comply with the approved plan or permit, termination occurs without compensation, and the concessionaire must demolish the structures and restore the land.
- f) Either party may request termination if errors exist in land boundaries or declared area (Articles 4 of Decrees No. 09-152 and 09-153).
- g) Termination is also applicable if the concession includes land or part of land that cannot legally be granted.

### **Secondly: Annulment Action in the Context of Industrial Concession Agreements**

It is defined as an objective, real-action lawsuit filed to request the annulment of an unlawful administrative decision. The administrative judge's powers in this context involve assessing the legality of the administrative decision. However, it appears that an industrial property concession agreement cannot fall under annulment jurisdiction because it is a contract, not a decision. In administrative contract disputes, annulment jurisdiction is limited. The French Council of State (Conseil d'état) has attributed this limitation to two main principles:

- The annulment action cannot be directed against administrative contracts but only against administrative decisions, because a contract represents the mutual agreement of two parties, whereas a decision is an expression of the administration's will alone.

## **Secondly: Annulment Action in the Context of Industrial Concession Agreements (continued)**

It should be noted that in the context of annulment jurisdiction, a violation of contractual obligations by the administration cannot serve as a ground for requesting annulment of an administrative decision. The annulment action is part of the principle of legality, while obligations arising from administrative contracts are personal in nature (**Al-Tamawi, Fundamental Principles Governing Administrative Contracts, 2017, p. 177**).

However, this rule may not fully apply to concession agreements, since the granting authority does not enjoy the same freedom as private individuals in contracting. It is bound to follow legally imposed procedures and formalities in selecting its contracting party, to protect public funds and ensure the principle of equality among all potential contractors.

**1. Decisions Separate from the Concession Agreement:** These are decisions issued by the granting authority in preparation for concluding the contract. They are considered independent acts that may be annulled if procedural or formal legal requirements are not met. Here, it is important to distinguish between administrative decisions separate from the contract and executive decisions under the contract:

a) Decisions issued during the preliminary contracting stages are called **separate decisions**; they are final and may be subject to suspension or annulment. For a concession agreement, this includes the governor's approval to grant the concession. Conversely, the withdrawal of a concession is subject to administrative law rules, which require the annulment of unlawful decisions once their illegality is established or to correct administrative errors. A lawful decision, however, confers rights on its recipient, and cannot be withdrawn retroactively, as the granting of the concession was lawful at the time of issuance. It follows that any withdrawal of the concession decision is not due to illegality or administrative error, but rather due to the beneficiary's failure to fulfill contractual obligations.

b) Decisions issued by the granting authority in execution of the contract, based on its terms, fall under full jurisdiction and cannot be annulled on grounds of exceeding authority or even to suspend their execution (**al-Amin, 2016, p. 135**).

**2. Actions Related to Building Permits:** The legislator grants the beneficiary the right to obtain building permits for project implementation. Obstacles, refusals, or revocation of permits may occur. Administrative courts have jurisdiction over all disputes arising from building permits, as these constitute administrative decisions issued by competent authorities. Examples include:

a) **Refusal or failure to respond:** If the applicant has fulfilled all required documents and conditions, and the proposed works comply with general urban planning rules, the administration may still exercise its discretion to grant or refuse the permit under Article 62 of Executive Decree No. 15-19, (**ExecutiveDecreeNo.15-19, 2015**) which regulates the preparation and issuance of urban planning contracts. Failure to respond within the legally prescribed period gives the concessionaire the right to seek judicial remedies.

• **Supporters:** argue that the administrative judge cannot direct the administration to issue the permit, as it cannot substitute for the executive under the separation of powers principle. The judge may only annul the refusal decision, allowing the claimant either to resubmit the application or to seek compensation through a full jurisdiction action, proving the administration's fault and causal link to the harm.

• **Opponents:** argue that the administrative judge may order the administration to issue the permit because the right to build is tied to constitutionally protected property rights. Since Law No. 90-29 (**LawN90-29, 1990**) on urban planning and development specifies limited grounds for refusal under Article 62, the administration may not refuse outside these cases.

b) **Revocation of the building permit:** The administration may revoke the permit under certain conditions. Revocation without justification allows the beneficiary to file an annulment action before the administrative court.

**3. Actions Related to Ownership of Buildings:** A negotiated concession agreement grants ownership of the buildings to the concessionaire upon project completion, formalized under Article 324 bis 1 of the Civil Code, as amended by Executive Order No. 75-58 and Law No. 07-05 of 2007. Legal inspection and compliance certification under Article 18 of Executive Decree No. 09-152, issued by the president of the municipal council, is required.

Consequently, any dispute regarding the compliance certificate falls under administrative court jurisdiction as an administrative decision. Before filing a lawsuit, the concessionaire may also pursue administrative appeal at the governorate level under Article 69 of Executive Decree No. 15-19.

In conclusion, disputes arising from concession agreements are differentiated between administrative and ordinary courts, even though the agreement is administrative in nature. Many argue that administrative contract disputes should be exclusively heard by administrative courts to ensure proper administration functioning and the presence of specialized judges. We support this view, advocating for a dedicated section in administrative courts to hear disputes related to industrial property (**Hussein & Muhammad , 2006, p. 134**).

### **Conclusion**

This research paper addressed the topic of disputes arising from investment in industrial property under concession agreements, highlighting both the positive aspects and the challenges associated with such contracts. By tracing the historical evolution of concession agreements, each stage of which was governed by specific legal texts, the study examined ways to remove obstacles for investors and simplify procedures, thereby ensuring harmony between the planned policies and practical realities.

Initially, the concession framework prioritized attracting investors through the allocation of land designated for investment. Over time, it evolved into transferable concessions, eventually adopting the distinction between ownership of the land and the usufruct rights over industrial property. This

approach protects the property, preventing the misuse of state-owned assets and safeguarding against arbitrary claims of ownership.

The study demonstrates that disputes arising from industrial property investment under concession agreements in Algeria primarily stem from non-compliance with contractual and procedural obligations, whether by the granting authority or the investor, resulting in a diverse range of conflicts. The research also confirmed that the existence of a specialized administrative judiciary is a legal necessity to ensure fair resolution of such disputes, particularly since concession agreements, by their administrative nature, obligate the administration to follow precise legal procedures, protect the rights of contracting parties, and safeguard public assets.

The findings further indicate that litigation before the full administrative court remains the most effective mechanism for protecting the rights of investors, while annulment proceedings are limited to administrative decisions that are separate from the contract, emphasizing the importance of distinguishing legal actions related to the contract from executive decisions derived from it. Moreover, protecting investors' rights regarding building permits and ownership of constructed facilities constitutes one of the most important legal guarantees for the success of industrial investment projects.

### **Recommendations :**

1. Strengthen the legal framework of industrial concession agreements to ensure clarity of obligations for all parties and prevent ambiguities that may lead to disputes.

2. Establish specialized divisions within the administrative judiciary to handle disputes related to administrative contracts in industrial property investment, ensuring faster and more specialized judicial resolution.

3. Develop monitoring and administrative oversight mechanisms to reduce risks associated with non-performance of contractual obligations by either investors or the administration, thereby protecting public assets and ensuring project stability.

4. Promote alternative dispute resolution mechanisms, such as arbitration or mediation, prior to litigation, to alleviate pressure on courts and provide quicker solutions for all parties.

5. Train judges and administrative officials on the specifics of industrial concession agreements, enhancing their understanding of the nature of these contracts and the appropriate management of related disputes.

In conclusion, protecting investment in industrial property requires the coordinated efforts of legislation, administration, and the judiciary, ensuring a balance between investor rights and the public interest. Such coordination constitutes a fundamental pillar for promoting sustainable economic development in Algeria

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