

Legal Conditioning of an Unearned Payment Incident in Bank Cash Transfers

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Abstract

This study attempts to demonstrate the legal adaptation of the unearned payment incident in bank cash transfers by clarifying the concept of unearned payment and tying it to something similar in the realm of banking operations, the right holder provides for the right to file a claim of unjust enrichment against the person who received the money, and to get a resolution requiring the receiver to return the money to the sender and pay for any damages suffered as a result. The problem of this research is limited to the statement of the proper legal description of bank cash transfers and the legal effects resulting from the process of transferring amounts in the wrong way.

Keywords: *Banking Operations, Cash Transfer, Unreasonable Enrichment, Unpaid Payment, Unjust Enrichment Claim.*

Introduction

There are many banking operations that take place on a daily basis, including opening accounts, depositing, lending, renting safe deposit boxes, and transferring sums of money directly or through clearing that takes place between banks and the Central Bank. Looking at all these banking operations, we find that among them are electronic transfers of money from account to account, where hundreds of operations per minute, or even thousands of them, these banking operations are conducted according to electronic programs and applications designed to provide these services to customers, but with conditions, controls and procedures that must be followed, despite that, an unintended error may occur during the banking process by transferring money from one beneficiary to another that causes sending a sum of money to an entity that is not entitled to that amount. This is an example of unearned payment from one of the applications (enrichment without cause) in the civil system, the theory of obligation, , that previous example is a case of involuntary sources of obligation that actually classifies the benefactor ,due to of the occurrence of enrichment of the person receiving the money and the lack of the responsibility of another person sending the money, hence the idea of searching for the legal adaptation of the incident of unearned payment by bank cash transfers. As this was described in the civil law books in an item, this is one case among many that serve as a model of the unearned payment from an application on (enrichment without cause) in the civil system.

The private act of a useful deed as a source of duty entails the enrichment to restore the worth of its enrichment to someone who lacks the reason for this enrichment's occurrence, Additionally, there was no provision in French civil law outlining the prohibition on unjustified enrichment. As a result, the School of Explanation's commentators on the text rejected that there was a general rule for it. The situation then changed. According to some of their judges, the French Court of Cassation confirmed the doctrine of enrichment without cause in the French civil law through justice, and it became The general rule is that anyone who has profited themselves at the expense of others and did so without legal justification is required to repay what they have taken (Al-Hakim,1980; Shanab,1989). If even grabbed it)ⁱⁱ. On the basis of that, the general rule "No one is allowed to take someone else's money without a justifiable reason" was clarified. The content of that was also mentioned in the verses of the holy Qur'an, where it was stated that it was forbidden to take money unlawfully(Ahmed,1999) For instance, if someone paid his or her own apartment's telephone or energy bills, He mistyped the invoice number by substituting another number, nevertheless. Instead of being cleared before the electricity company, someone else in this case had their liability discharged ((Al Sanhoury ,1955; Abdullah,2018). The unearned payment is depicted here in a simplified manner. Another illustration is the mistaken payment of a debt that has been discharged by

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prescription; this is also regarded as an unearned payment. 4. Because the limitation time has passed and the debtor is no longer liable for the debt, civil laws around the world have turned to the concept of without cause enrichment and viewed it as a source of liability (Siwar,1978; Al-Zarqa,2011) Regarding the unavoidable requirement. The majority of civil law books discussed the theory of obligation and its five sources because they are outside the realm of human free will. One of these sources, the undue payment as a form of without cause enrichment (the beneficial act) in improper bank transfer operations, was the focus of our study. It is important to note that the unearned payment is distinguished by the fact that the value of the impoverishment is equal to the value of the enrichment, so the payer lacks the value of what he paid and the one who pays him becomes richer with the same value. As a result, the payer recovers what he paid, but the payee who lacks the capacity to enter into contracts is excluded from that and is not required to return anything other than what he was enriched with.

Methodology

This research is based on a descriptive analytical method, by observing the texts of the systems and attempting to describe, analyze and set examples that fit the topic of the research to make it easier for the reader to understand the topic clearly, whether ordinary or specialized.

This research will be carried out in two main sections:

First section: what are bank cash transfers and unearned payments?

- Part one: the concept of bank cash transfers and their types.
- Part two: the concept of unearned payment

Second section: Legal adaptation of the incident of unpaid payment by bank cash transfers.

- Part one: The legality of wrong bank cash transfer
- Part two: Legal liability arising from wrong bank cash transfer

In order to answer these questions and to determine the adaptation and the accurate legal description of the behavior issued by the wrong bank cash transfers, it was necessary to quickly highlight the importance of the role that all operations play in facilitating the payment and fulfillment of obligations between individuals to each other, in addition to their significant role in ensuring the transfer of money in an easy and secure manner, in which the person does not fear theft or loss of that money, such as the processes of fulfilling cash debts through handling, where the person must carry large amounts of money from one location to another and may be exposed to losing or losing it in a significant percentage, despite the overall rewards and benefits that a person obtains by using the bank cash transfer technique, the person experiences worry and fear throughout the transit voyage till delivery and fulfillment by giving it over. Regardless of the total benefits that a person gains by using the bank cash transfer method, an error may occur, either intentionally or unintentionally, necessitating research and consideration of the legal effects of incorrect transfers and who bears the loss and damage resulting from it from a legal standpoint by addressing the issue from the perspective of civil jurisprudence.

What Are Bank Cash Transfers and Unearned Payments?

In the first section of this requirement, we will explore the intended purpose of each of the bank cash transfers and the forms of their occurrence by people, followed by an explanation of the meaning of unjustified payment as a type of civil legal obligation in the second section.

Part One: The Concept of Bank Cash Transfers and Their Types.

According to previous jurisprudential definitions, a bank transfer was defined as a transaction between two accounts for two different people, as long as the transaction was limited to transferring money from the first debtor's account to the second creditor's account. Another customer, and according to this procedure, this amount is transferred without the need for physical banknote transfers (Al-Akaili,2002).

Cash transfer: is defined as the process of transferring money from one person to another, or the movement of funds from one person's financial duty to another's financial responsibility. Bank cash transfer is the electronic transmission of money by a bank using banking processes, software, and programs that have been approved by banks for this purpose.

Some have defined it as: “An automated process that occurs with the intervention of one or more banks, and it is achieved by registering with them the transfer of money or financial values, by emptying them from a deposited account to another account that may belong to the same person or to another beneficiary who is a creditor to him(Capriac & Raviz, 1975).

According to the current development in adopting the restricted money theory, which records the bank automatically applies, this last definition is more complete and in accordance with the pace of banking activity.

Electronic money transfers and processing are the third generation of fulfillment systems; the first generation was done manually by handling cash; the second generation was done by releasing commercial papers; and the third generation method, electronic bank transfers, appeared. This process has two directions: narrow and broad. The narrow direction calls for the transfer process to take place through orders from the customer to the bank, a mechanism that takes the form of data transmitted through a computer, and then the bank deals with it automatically until the completion of the process.

I agree with the broad opinion, as it is not required that all stages of the electronic transfer process be carried out to be called the electronic money transfer process, as the concept of banking operations is accurate transfer of money that contributed significantly to reducing the risks that people may be exposed to during the process of transferring money (Ghannam, 2010; Alzqard&Abdel-Qader , 2013).

Bank transfers can take one of two forms: one in which one bank is involved, and the other in which two or more banks are involved. As previously stated, the purpose of a bank transfer is to settle debts by transferring the amount of the debt from the debtor's account to the creditor's account, whether the debtor and creditor's accounts are in the same bank or in two different banks, at the request of the customer, from his credit account to his other debit account at the same branch or from his account with one of the branches to his account at the bank's head office or on his behalf.

The transfer may also be from a client's account to another client's account, either in the same bank, by debiting the amount in the debit side of the client's account ordering the transfer, and then recording it again on the credit side of the client's account beneficiary of the transfer order, Also, the account of the client who is the beneficiary of the transfer order and the account of the debtor may be in two different banks, then the implementation of the transfer process requires the transfer of money from the bank of the client ordering the bank transfer to the bank of the beneficiary of this order. Chambers liquidate the relationships that arise between banks through bank transfers and the exchange of checks, if one of the two banks becomes a creditor to the other as a result of a bank transfer process, this debt in turn is settled by bank transfer through the central bank that has an account for each bank, then the debtor bank asks to deduct this debt from its account and add it to the account of the creditor bank(Al-Aliki,2002)

The bank transfer order is a legal act that necessarily presupposes the existence of two bank accounts in the same bank or two different banks, and the implementation of this process requires the issuance of the order from the customer to the bank to transfer, as the customer discloses in this order his will to authorize

the bank to carry out the required bank transfer according to the amount specified by the customer to the bank.

The scholars of jurisprudence are of the view that for the validity of bank transfer operations, objective and formal conditions are required. Among the objective conditions is the issuance of the transfer order by a person with his full consent and valid will, so that there is no defect in the will. There should be no compulsion, deception, unfairness, or exploitation, and a person must be completely competent, of legal age, and free of any of the symptoms of eligibility, including not being insane, demented, or negligent, in addition to the issuer's approval, the bank and the beneficiary's consent are required for the transfer order to be executed (Barakat, 1953).

The latter's approval is established by the fact that he was notified by the bank to carry out the transfer and did not object, as this is regarded acceptance of the process. And also, his acceptance can benefit from his taking over the transfer order to the bank after he personally received it from the person ordering the transfer, while the bank's approval is confirmed by his acceptance of opening an account for the client with it, so the bank is obligated with this account to make the restrictions that are issued by an order from the client. The presence of a specified, precise, and legitimate place is also essential for the legitimacy of bank transfers, as the place of bank transfers is the amount of money that must be transferred from one account to another, which is always possible and legitimate.

Also, the condition of cause, which is the direct intended purpose of the act and means a reason for the order's commitment to transfer to the beneficiary, provided that the reason motive for these operations is present, legitimate, permissible, and not contrary to public order and public morals, rent installment while formal conditions are met for bank transfers, no specific form is necessary. Where a specific form is not required to express the will, the expression may be verbally, over the phone, or in writing, as banks usually prepare printed forms for such operations that they hand over to their clients in order to issue special orders. And hand it over to the bank.

These procedures can also be conducted out through an electronic program that the bank can utilize for its customers to manage their accounts remotely and through the computer, allowing them to move money anywhere in the globe and in any currency they wish. It is written, and I concur because the truth of the situation reveals and confirms this viewpoint.

Before going on to the second part, I'd like to emphasize the necessity of making a quick bank transfer, as bank transfers are the easiest and least expensive financial transactions. It is safer than theft because it is a safe way to transfer money and pay civil obligations without having to carry it from one place to another, and it is safer than theft because the ordering customer is discharged before his creditor without having to withdraw money from his bank account and carry it to his rightful owner (because the process assumes the existence of two independent bank accounts)

Bank transfer operations are also important from an economic and legal standpoint, because they reduce the use of currency in circulation and help to mitigate the effects of monetary inflation by allowing people to open bank accounts and deposit large sums of money, which makes it easier to direct money to work and increase production, which helps to reduce monetary inflation. The central bank's monitoring of the accounts can impact the level of the money supply in circulation. From a legal point of view, bank transfer is one of the most important forms of fulfillment by means of account entries without using money, and it is similar to using a check as a means of fulfillment despite the fundamental differences between each of them, given that each of them has its own conditions and different results.

The bank transfer process is a new process subject to the standards of banking art, and this banking process linked to a bank account is used to transfer cash amounts from an account to an account by means of entry through the bank, according to jurisprudence and the judiciary. Recording "The money for the transfer has already been received by the beneficiary customer." The technique of delivery is simply a current banking procedure that the bank has applied in the form of physical account entries (Al-Qalyubi, 1989)

Part Two: The Concept of Unearned Payment

It is one of the forms and applications of the source of the involuntary obligation to enrichment without cause. It means by paying what is not due: a person who pays to another person thinking that he owes one and it turns out otherwise, meaning that the person who received what was paid to one does not have the right to it, so one must return what he is not owed to himⁱⁱⁱ.

And some defined it: as someone who receives something that is due to ones resulting in enrichment without a cause, and one who meets the need, which obligates the recipient to repay what he received.

In the Jordanian Civil Law No. 43 of 1976, the Jordanian legislator addressed the clarification of what is meant by (unearned arrest) in Articles 296 to 300, where Article (296) of the same law is devoted to clarifying what is meant by it: ((Whoever performs something thinking that it is ones duty. Then it became clear If it is not obligatory, one may recover it from whoever took it if it was present, and its equivalent or its value if it was not present.”

By examining the text of the aforementioned article, we can see that the payment of an unearned payment is only possible in the event of error and confusion on the part of the payer paying the cash amount, that the matter is confused with the payment of a debt whose cause has not yet been realized, or the payment of a debt to a person who believes he is his creditor, or the payment of a debt whose cause has ceased to exist. To achieve or pay off a debt whose due date had not yet arrived and of which he was unaware.

The Egyptian legislator also deals with the receipt of the unearned in the Egyptian Civil Code No. 131 of 1948 AD in the text of Article 181: ((1- Everyone who received by way of payment what is not due to him/her must return it. He/she knows that he/she is not bound by what he/she paid, unless he/she is incompetent, or he/she has been coerced into this payment.))

It is clear from the text of Article No. 181 of the Egyptian Civil Code that returning the unearned is a legal obligation that the recipient must repay in the cases stipulated by the law, as well as returning his interests and the benefits accruing to the recipient if the receipt was in bad will, as well as the obligation to compensate the person who paid the amount with appropriate compensation

Article 289 of the Kuwait Document stipulates that: “Whoever pays something he thinks is obligatory for him, then it becomes clear that it is not obligatory, then he has the right to take it back.”

Article 290 of the same document stipulates that: “Whoever pays a debt and then finds that the cause of it was not realized, or that it disappeared after its realization, or that it was deferred and did not mature, he has the right to recover it” (Kuwait Document of the Unified System Law, 2011).

It is understood from the content of these two articles that the payment of what is not due is the performance of a person who is not obligated to him, and who has no intention of paying a debt owed by someone else. This entails the obligation of the payee to return what was taken unlawfully (Al-Sayed ,2017; Ahmad,1999).

It is clear from the previous texts: that the idea of unearned payment is the existence of a relationship that arose between two people, a rich person who received an amount unlawfully, and a poor person who paid others thinking that he was his creditor. Unearned payment. The case of unearned payment takes several forms

The payer is not obligated to pay at all

The debt has not expired

The demise of the cause of the debt after the fulfillment

The expiry of the debt before it is fulfilled

An error occurred in the person of the creditor (the subject of the research revolves around this last form in the event that the payer transfers cash through his bank account to a person by mistake, so the holder is not the true creditor, has received what he does not have, and he must return it).

Where the Jordanian civil legislator presented a list of cases and pictures of the incident of unearned arrest in Articles 296 to 300, while the Egyptian civil legislator reviewed his cases in Articles 181 to 187

Before addressing the second requirement, we must review the terms of the unearned payment:

An obligation to return the unearned does not arise unless the debt being paid is not due to be paid, and that the debt is actually fulfilled, and that the payer believed at the time of fulfillment that he was paying a debt due, the Jordanian legislator adds a fourth condition, which is that the well-intentioned payer should not deprive him of the means of obtaining it On his right, as stipulated in Article 299 of the Jordanian Civil Code (Jordan Lawyers, 2009) This last condition, although looking at it at first glance, we find that it is easy to implement, but practically on the ground, it is difficult to prove its content, as it is not possible to verify the fact of impartiality and good will.

It is found that it is a simple presumption that accepts proof of the opposite, which enables the person paying (the donor) by mistake to recover his right, even if the recipient pays the amount of money in good will by assuming the principle of good will in persons; and even if he is stripped of the means of proving his right before his real debtor, he has the right to refer to him by proving the fact of the wrong payment with all methods of proof, as the process is carried out through the bank that has a legal obligation to assist the person in possession to recover his right, since the process is carried out through his applications and programs that enable his clients to do so. In the opinion of the Jordanian civil legislator, the bank's cash transfer is a commercial process that can be proven in all ways.

We will refer to the three conditions for receiving unearned payment, which are:

The first condition: the unearned debt

The unearned debt is not due for payment in several situations, including when the debt does not exist in the first place, such as when a person makes a mistaken cash transfer to a person other than his creditor, whether by entering the beneficiary's account number incorrectly or by entering the beneficiary's name incorrectly, and thus the transfer process occurs to a person other than his true creditor (Talbi, 2020)

The second condition: that the debt be fulfilled:

Fulfillment is a legal act that is subject in its proof to the general rules in proving legal actions such as writing, witness testimony and others. This is expressed by a part of civil jurisprudence in the name of the condition of the creditor's impoverishment, since impoverishment is the opposite of enrichment, and there is a loss whatever, in the form of wrong bank transfers, has occurred. A loss that includes the exit of the money from the creditor's custody and the order to transfer it to the debtor who received the money by mistake.

The third condition: the debtor's belief in his commitment to the debt:

The payer must at the time of paying the debt believe that he is obligated to pay it and that the debt is due and that he is paying his true creditor, and it does not matter after that that the payer builds his belief on a mistake in reality or a mistake in the law, as if the payer believes that the debt is owed to (A), then who is entitled to it is creditor (b).

Since the error is imposed, the payer does not have to prove it, because it is not reasonable for a person to pay an undue debt unless he was in error.

The payer is not obliged to prove a mistake in the payment until he has the recovery, as there is a simple and not conclusive evidence that there was a mistake in the payment, and whoever claims the opposite, and he is the one who is the one who pays him, must prove that the payer knew at the time of payment that he was paying something other than what was due from him.

The Egyptian civil legislator excluded from this two cases in which the debtor who received the receipt may recover what he paid, even if it was believed that it was a payment of an unearned one. The first case is if the payer is incompetent, as it is permissible for him, taking from the general rules to annul the payment, and the invalidity requires him to have the refund of what he paid, and the second if the payer was forced to pay, including, for example, that a person repays the debt because he has lost the fulfillment of the fulfillment and wants to avoid Forced execution of his money.

From the researcher's point of view, looking at the first case, it is unlikely to happen because money transfers through banks require a person to have a bank account and only a person who has reached the age of majority owns it, and the first case is excluded unless we assume that the person is one of the categories granted written permission restricted to the practice of trade from a guardian His command and owning a bank account to pay and fulfill the obligations he enters into within the scope of the commercial permit, then this case can occur, as the second case is contained in the scope and content of our research.

Legal Adaptation of the Incident of Unpaid Payment by Bank Cash Transfers

Part One: The Legality of Wrong Bank Cash Transfer

By analyzing the aforementioned concept of erroneous bank cash transfers, we find that defining its legal nature is decided according to the concept of its consequential and resulting effects, namely the lack of a person's liability and the enrichment of another, so that an involuntary legal obligation arises that takes the rule of enrichment for no specific reason, a form of enrichment without reason has occurred, which is (Unearned payment), looking at the cases of erroneous bank cash transfer, we find that an unearned payment case agreed and its conditions were also met, as the recipient (for money) was enriched and the payer lacked the money (transferred to cash), and according to them, it was necessary to drop the provisions of unearned payment, and arranging the same legal effects on that case by obligating the recipient of the money to return it in accordance with the legal conditions set by the civil system.

This may occur assuming one of the possibilities:

A person transfers a sum of money from his account to the account of another person by mistake in the name of the beneficiary or by mistake by entering the account number and the presence of similarities in the names that led to a wrong transfer.

The bank receives an order from the customer to pay a sum of money to a specific person, so the bank (through its employee) transfers a sum of money from its customer's account to the account of someone other than the customer intended by mistake. Here, a case and a picture of the undue payment occurred, where the receiving party was enriched and the account owner became poor due to the bank employee's mistake in entering the data, or the reason was due to a malfunction and a defect in the system.

In the first case, the picture of the unearned payment occurred by mistake in the person of the creditor, and the mistake is supposed to occur, and here we apply the provisions of the unearned receipt by obligating the recipient of the money by mistake to return what he received because he is not entitled to keep and possess the money for the lack of reason and the legal link between them, and the type of obligation is a legal obligation, which entails The elements of legal obligation include both indebtedness and liability, whereby a person with a right who lacks the right can file a lawsuit and compel the recipient of the money to return it forcibly through the judiciary.

As for the other case: We are faced with two forms of legal responsibility (the responsibility of the bank before the person who owns the account (the customer) is a contractual liability for his breach of his

obligation to implement the effects of the contractual relationship concluded between them, where a defect occurred in the implementation of contractual obligations by the bank employee's mistake and the pillars of contractual responsibility were established (mistake - damage - causal relationship), and as it appears and looms the tort responsibility of the bank through its responsibility for the actions of its employee in accordance with the rules of tort due to the availability of its elements (error - damage - cause relationship) and it is the person's responsibility for the actions of persons of its kind (the responsibility of the subordinate for the actions of the subordinate) and here it is There are two types of legal liability, contractual and tort, and we see from our point of view that the jurisprudential opinion is taken in the event that the two responsibilities are combined together in one case, we take the best for the injured, but in the case that the damage occurred as a result of an error in the system, the injured person has the right in the event that the error was caused by a defect and malfunction of the system to return to The bank in accordance with the rules of tort liability according to the bank's responsibility for non-living things, which is the application and program through which the bank's operations are conducted, including transactions.

And in a previous study by Ghannam (2010) where he tended to hold the bank accountable for computer errors, he took into account that the computer was one of the things that required special care due to the circumstances of its use, as well as high experience and skill of the person who used it, as it required careful data entry on the part of the bank's employees and pressure on the computer's memory. keys precisely and attentively to complete the banking activity as intended. Computers require specific care due to the conditions surrounding their use, and they should have protection applications installed as well as regular updates to prevent hackers from accessing their accounts. Following then, the bank will be responsible for paying the customer's damages that were brought on by this device (Al-Ahwany,1999; Ghannam,2010).

We must also keep in mind that there is a relationship between the bank and the person receiving the unjust amount of money (the second section will explain the effects of the unearned payment, allowing the bank to refer to the recipient under the claim of "enrichment without cause"), which gives the bank the authority to do so because the conditions for enrichment are available. The client who benefits from the bank's obligation to repay the money in accordance with the notion of enrichment without justification is given the opportunity to do so by the bank. Refer to the bank by requiring him to bear legal responsibility for the incorrect cash transfer process and requesting a complete refund through a claim of unjust enrichment. The bank will then move by referring to the recipient of the funds to create the impression that the payment was unjustified. There is another relationship that develops between the bank and the recipient in accordance with (the claim of) contractual or tort liability, depending on the customer's interest in resorting to the claim of contractual or tortious duty.

According to a jurisprudential opinion, incorrect cash transfer operations may give rise to the bank's liability from the standpoint of the theory of risk tolerance. They defend this position by noting that the theory of risk tolerance shields the bank from criticism regarding its contractual and tort liability for mistakes (Al-Bayh -1993).

Additionally, the computer makes it simpler for the client to request reimbursement merely because he suffered damages as a result of the bank's actions; this is known as the principle of risk taking or (the responsibility without fault). The foundation of the theory is very straightforward: whoever introduces risks into society must bear the consequences of those risks and compensate those affected by them. This theory is based on the idea that the responsibility of the bank that engages in banking activity as soon as a harm occurs to the customer in order to remedy the harm without the need to prove that the error occurred from the bank.. Taking a closer look at the previous notion, we can see that it has just two pillars: the pillar of client harm and the pillar of causation without the need of error, under which the bank is liable whether or not a mistake was made. Moreover, it is distinct from civil liability in contract or tort, which calls for each of their three components (false - harm - negative relationship). Where the proponents of that theory attempt to develop arguments that support their idea on the grounds that, in some instances, it might be challenging to assign blame for the mistake to a specific person and, on the other hand, the idea of justice. identifying the mistakes that underlie his claim .This theory made it possible for those who were harmed to obtain the right to compensation (Ghannem,2010) as soon as the harm was suffered by them without having to establish the occurrence of the error or attribute it to a specific person (Abdul-Basit,1998)

It also supports the idea of this part of jurisprudence, which is the requirement that the victim not be denied compensation on the grounds that he cannot identify the origin of the harm or that the person who caused it did not make a mistake (Abdel-Zaher ,2002)

As long as the injured party did not make a mistake, as long as his conduct remained bad and no positive behavior was demonstrated by him, and as long as the party who caused the harm had demonstrated a positive behavior by engaging in the damaging activity.

To assume responsibility for these damages is the course that comes closest to justice and logic.

The side of the law that supports it finds that it has an absolute picture that whomever produces risks in society must face the burden of these risks by looking at the theory of risk taking owing to the closeness of the bank's obligation.

There are risks whether he makes a mistake or not, whether he gains from the action or not, and another unique form is when the harm is divided among those who stand to gain from the activity. Even if somebody does anything wrong, he is still responsible for paying for the harm caused by that behavior because he practiced it. holding the bank account(Kuwait Document of the Unified System, 2011) able for the harms brought on by the usage of computer programs in exchange for the gains it makes. Therefore, it must make up for any failures caused by its apps or programs that affect the consumer. The third party, such as the hacker, continues to be liable for paying damages to the client.

The Paris Court of Appeal's 1980 AD decision that "the bank must bear the risks that it was assumed that it acknowledged when it used the electronic network system issued by a bank other than the withdrawing bank"(Wells &Ahmed,2007) provided evidence in support of this. In a different decision, the Egyptian Court of Cassation stated that the bank's liability "was based on the damage only and not on the basis of both the error and the damage, as the court ruled the responsibility of the bank even though it did not prove its mistake and obligated it to compensate the customer for the damage that occurred as a result of the bank issuing a forged check signed on the customer and here the Court of Cassation took the objective responsibility and considered the bank responsible (Al-Qalyubi,1989) Although it was damaged by the implementation of the service and as long as the customer did not make a mistake”

From our vantage point, it appears that the bank can introduce a new form of payment because there is no lack of accountability, such as no harm done to the client. According to civil law rules that permit any aggravated agreement between the parties to the contractual relationship from the principle of "the law of the contracting parties," the foreigner in the event that the parties stressed responsibility during the agreement despite the existence of the reasons for its failure. Reviewing this area of research in light of the practical realities in Arab nations, and the Kingdom of Saudi Arabia in particular, and accounting for the unique nature of bank operations, which are primarily commercial, we discover that we must distinguish between two types of relationships that emerge in improper cash transfer operations by banks, which is the bank's responsibility under the rules. The lawsuit for unjust enrichment is filed in accordance with the relationship between the bank and the third party recipient of the funds by mistake because there is no association or legal source to rely on, whereas the legal civil liability in contract or tort in the relationship that he had with the client.

The next section will focus on "enrichment without cause," which is the occurrence of the customer's suffering and his lack of wealth and the unintentional enrichment of a third party (the recipient of the money). There is no causal connection between the lack of and the enrichment.

The right application must be running properly to carry out customer orders, follow up on banking orders precisely to prevent errors, and perform routine maintenance to guarantee the consistency of its operations. The environment in which the computer works is made up of all these factors, which

About the topic of our research. We must also not lose sight of the existence of a relationship between the bank and the person receiving the amount unjustly (then the effects of the unearned payment would result,

so the bank was able to refer to the latter under the claim (enrichment for no reason), which enables the bank to have the right to return to the person receiving the amount of money unjustly.

Part Two: Legal Liability Arising from Wrong Bank Cash Transfer

In our discussion of the legal responsibility of the bank and the law's position on this matter, we will make reference to the effects of the unjustified payment incident, as well as the legal status of incorrect bank cash transfers as a form of incorrect payment by the creditor, and the availability of the three conditions of lack of the account holder's creditor person. The third requirement is that there is no causal connection between the relationship of the creditor and the debtor, making the bank and the debtor's enrichment the person who received the money by mistake.

There has been an instance of undue receipt, which is one of the types of unjustified enrichment. The improper money transfer event lawsuit has legal ramifications. We fully ignore the consequences of an unjustified arrest in our discussion of the legal accountability of this connection, which we will do in the next succinct summary.

The first aspect- the obligation of the recipient to return when it was in good will or in bad will:

If the conditions for payment of the unearned are available, the one who pays him is obligated to return it, if the person who was paid is in good will believes that what he received is a pure right to him, then he is only obligated to return what he received, meaning that he is not obligated to return the fruits that he received while he is in good will, if what he received was money It does not return the benefits that resulted from it.

The second aspect - controls and provisions for the response:

The person who is paid in good will is not asked about the loss or loss of the thing unless it was a mistake on his part. The value of the interest accrued to the owner (Sharif ,1999; Mansour,2003; Masoud,2003; Abdullah,2001)

By ditching these effects on the subject of our research, the bank cash transfer by mistake (the person receiving the amounts is obligated to refund and return the full amounts he received according to a bank transfer) and whenever it results in transfer expenses and fees, he is not obligated to bear them, but they are at the expense and cost of the payer, not the benefactor. Despite the fact that financial fees on bank transfers have increased significantly in international transfers, a new question arises here about the applicable law and the court that considers the dispute in the event that the deceased refused to implement his legal obligation voluntarily and forced the payer to move to the element of compulsion, and the relationship was terminated. Two parties of various nationalities are involved.

There is a question that arises about the ruling on the disposition of the payer in the thing before he knows that he is obligated to return it.

In order to answer this question, he is obligated to return to the payer the value of the consideration or consideration that he received, and if he did not receive it, he must transfer the right to it to the payer.

In the relationship between the payer and the person who is not disposed to him or to whom the ownership of the thing has transferred, he takes the ruling on the disposal issued by the non-owner that does not produce its effects before the deceased, whether the disposal is a compensation or a donation.

And in practice, the payer, by way of a claim of entitlement, has the right to recover what he paid. But if the person who was paid in bad intention knows at the time of delivery of the thing or after receiving it that he is receiving what is not his right, or he was inevitably supposed to have known about that so that he is considered to be at fault in a grave mistake, and the knowledge is equal, then the payee has the same He is obligated to return what he has collected along with its fruits and benefits from the day of payment

or from the day on which he became ill-intentioned. We conclude from the foregoing that the payer is obligated under the system to return what he received, and there is no difference between his good or bad intentions. It is also obligatory to refund the full amount of cash without regard to the change in the currency price, with the payer bearing the transfer expenses fees as they are on the payer's cost.

Results and Recommendations

Establishing a clearly defined legal system that stresses the responsibility of banks for erroneous cash transfers, as the process takes place through and through it and it cannot be imagined that it and its occurrence outside the scope of the banking field by making the bank obligated with the person to whom it is paid (the recipient of the amount of money) by mistake to return and refund what he has received in the amount without limiting the role of the bank to assistance and making it a party obligated with the benefactor to achieve the goal by returning the amount of money, relying on the idea of a mistake that makes the will defective and the behavior incorrect and enforceable. When all of this is applied in accordance with the lawsuit for without cause enrichment that the bank filed on behalf of the client to protect his rights and in which the client entered into a prior agreement with the bank at the time of opening the account with the bank, making the bank a party as the client's agent in the lawsuit, the amounts are fully returned to the payer (the client).

Bank cash transfers are always done electronically.

Money transfer activities can be local or international in nature, depending on whether the transfer takes place inside or outside the boundaries of the state's territory or the nation where the customer resides.

Dropping the provisions for enrichment without reason, especially the form of undue payment in the case of the wrong bank cash transfer to the wrong person.

Electronic money transfers are distinguished by the large number of parties involved in the transaction; these parties include more than just the consumer and the bank; they also include other worldwide organizations that engage in the same activity.

While conducting electronic transfers has many advantages and lowers many risks, such as those associated with money loss or theft, mistakes can still happen during the steps and transfer process, costing the person transferring the money.

Infiltrations, hacking, and computer system errors Due to issues with banking supervision and the inadequate control and protection systems in some countries' national laws, transfers that result from piracy on people's bank accounts, which is currently common, may happen and expose banks to significant losses. As a result, the responsibility for that wrong act falls on both the bank and the hacker, such as the cybersecurity system and anti-infiltration systems, which work with banking systems to validate transactions by sending verification codes like passwords to the customer's email or mobile phone number before completing transfers. These systems try to limit account attack and theft. By modifying their national cybersecurity laws, educating the populace about electronic fraud schemes, and bolstering monitoring and global bank collaboration, we advise the legislatures of the Arab countries to establish a strong legal structure that forbids intrusions.

By requiring the bank to work with the person who received the payment (the recipient of the amount) in error to return and recover what he received, a specific and clearly defined legal framework must be established that emphasizes banks' accountability for incorrect cash transfers because the process is carried out through them. By the amount without restricting the bank's assistance to the beneficiary and making it a legally binding party to accomplish the purpose of returning the money, and based on the theory that a mistake renders the will invalid and the behavior unjustified and enforceable.

The customer chooses between recourse to the bank in accordance with the rules of contractual or tortious liability according to his interest due to the availability of the elements of each of them in the relationship

between the customer and the bank (because of the availability of the elements of responsibility from error damage - causal relationship) and by combining two types of liability for the bank's contractual and tortious rights, where it is contractually responsible in His relationship with the client, the owner of the computer, and the responsible person responsible for tort in the event that the error was due to the banking system and a computer error, as it falls under his protection and supervision.

Dropping the enrichment clauses without justification, particularly the form of unjustified payment in the event of a bank transfer to the incorrect recipient. Due to their striking resemblance in terms of the components and ramifications of the relationship between the bank and the recipient of the money with incorrect transfers, they are each accountable for making up for the lack of a money refund by compensating the client.

Because the bank is in charge of its computer systems, legal precedent and the judiciary uphold the bank's liability for errors that result from the system on the basis of the notion of risk.

Conclusion

In this research, the researcher attempted to explain the legal adaptation of unearned payment in banking operations, particularly in bank cash transfers, by clarifying the concept of unearned payment and linking it to something similar in the field of banking operations, and the researcher concluded that it appears strongly in the form of cash transfer, and it is considered a form of enrichment without reason, in banking operations, the form of unearned payment, which enables the right holder to arrange the right to recourse to the claim of enrichment for no reason, which is moved by the poor person, the owner of the money, against the rich person who received the money to arrange a claim for enrichment for no reason and to reach a conclusion that obliges the rich to return the money to the poor and compensate him For any damage caused by it.

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