

[Year]

Assignment

STUDENT NAME

COURSE

PERFECT ESSAY WRITING

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Business Law II

Introduction

Oman has been doing great in different businesses and is gradually showing some improvements in all aspects. The business conditions of Oman are also under the development process and it is visible that in a short time span, Oman would be doing even better in its businesses thus improving the economy of Oman.

Types of Breach Contract

The breach of contract is known as a broken promise which arises when somebody in the contract fails to make it up to the mark. These kinds of failures occur while the member of the contract fails to fulfil a specific criteria or term marked in the contract without giving any lawful excuse (Hamblen, 2018). The breached contract needs the urgent recovery or some remedies to be cleared on some other terms and conditions. Following are some types of breaches of the contract which everyone needs to know about.

Minor breach

Also known as the partial breach, this type of the contract breach means that the party meets all the essential obligations in the contract and fulfils all the promises mentioned, but only skips a minor condition which does not have a bad impact on the business as such. The terms and conditions of the contract do not get affected by this kind of step so that is why it is named as the minor breach.

Material breach

In this kind of breach, one party ends up with such initiatives which were not even mentioned in the contract and rather than fulfilling the terms written in the contract, they provide something else which has not been demanded. For example, a contract was made to get a website for the home café but the results were totally opposite. The party got a blog about bagels in which your place is not even mentioned. The other non-breaching party is not subjected to the further moves and hence they can go for remedy. The party can sue the other one for the damages or incompleteness of the contract (Rocketlawyer, 2014).

Anticipatory Breach

In this kind of the breach, the promisor denies his promise and fails to fulfil the required terms and conditions mentioned in the contract before time. The sudden unwillingness of the person shows that the breach of the contract is anticipatory and this unwillingness is shown by the written contract or just by the conduct of the person (topper, 2017).

Actual breach

The actual breach occurs when the due date of the contract has been arrived or the performance is on its way. This kind of breach occurs when the delivery of the project is about

to be done and then the person denies delivering the work required. In this kind of breach, the party has the right to sue the other party for not fulfilling the terms and conditions of the contract.

Remedies

There are also some remedies for the breaches of contract which can be used in order to fulfill the loss of the relevant party in the contract.

Suit for damages

In this kind of remedy the loss is tried to be compensated which occurs because of the contract breach. The affected party is given some benefits or their amount is paid. The innocent party needs to share all the reasons and the proof of the breach of contract and thus theory loss is compensated.

Suit for measure of damages

The loss that happened to the innocent party is tried to be calculated and it covers both the expectation and the bargain loss of the party. The total amount of the loss is calculated and then it is compensated (Cotton, 2019).

Restitution

In this kind of remedy, the amount the innocent company loses is not paid or compensated, while in this kind of remedy for contract breach the amount of the party is returned back to them. They are given their money and resources back from the other party and thus they get their amount back.

Specific performance

In this type of remedy the party is forced to complete performance and work according to the contract so the victim party does not get affected by it (USLEGAL, 2013).

Royal Decree

The Oman Royal decree 27/2013 (Code) has some laws about the termination of the contracts. The direct law about the contract and its termination in case of the contract breach according to the Article 99 of the Code says that,

“If a contract is valid and binding, it shall not be permissible for either of the parties to terminate or amend it, save by mutual consent or order of the court.”

So the law gives the authority to the affected party to get its loss compensated by terminating the contract and appealing against the fraudulent party in the court (SHAD, 2017).

Example

In Oman we have observed a case of the contract breach and its remedy by the legal actions. Muscat Municipality has won a case against a private company who promised to fulfil the promises made but failed to deliver the services mentioned in the contract. The matter was

taken to the court and the private company paid RO 1, 290,015.45 to Muscat Municipality for not following the terms and conditions of the contract and failing to provide the mentioned services (daily, 2017).

Law of contract provisions

A contract is basically an agreement between the two parties in which they agree upon all the terms and conditions mentioned, and show their acceptance towards the whole contract. The contract is made to ensure that the resources added and all the premises made to each other are safely recorded and hence can be used as a proof in future. Both of the parties have some responsibilities regarding the contracts which they need to fulfill while there are some particular things which are necessary to be in a contract.

Acceptance

According to the law of the contract, the offered party must agree with each and everything mentioned in the contract and if they do not accept some certain term, it is needed to be replaced. The acceptance is the major part in the contract and if one party is not agreed upon some condition in the contract, then the agreement is of no use (LawTeacher, 2018).

Legal

The contract must be legal and should have all the terms and conditions legally accepted.

Consideration

The benefits must be given to both parties and the contract must be completely justifying. There should be no load on a specific party and unbiased terms must be avoided.

Capacity

The members of the parties must be above 18 and they must be sound minded.

Certainty

All the members must be aware of the details in the contract and should be agreed to them and their responsibilities (MacBain, 2013).

Rights of the Parties

The parties have a number of rights in a contract such as,

Right to terminate the contract

The parties have the right to terminate the contract and appeal in the court for the compensation of their loss if they see the other party is not working accordingly and is creating disturbances, or working totally against the terms and the conditions of the contract.

Duty to indemnify

In this kind of right, the party can assure to the victim party that they would get the amount of their loss if any happened by the other party as mentioned in the contract (Faerin-Cruich, 2017).

Pay for the services

The party which supplies the services deserves to get paid on time by the other party and if the company fails to pay at the due time, the victim party can make an appeal against the recipient party (educaloi.qc.ca, 2015).

Royal Decree

For the construction of the contract, Royal decree has passed a law. The Civil Code in article 165,

“If the wording of a contract is clear, it may not be departed from by way of interpretation to ascertain the intention of the parties. If there is scope for an interpretative construction of the contract, an enquiry shall be made in the mutual intentions of the parties beyond the literal meaning of the words and guidance may be sought in so doing from the nature of the course of dealings, current trade custom, and the trust and confidence which should exist between the parties.”

The contract's obligation and the properties are mentioned in this law. About the fraudulent moves, the Omani law has to say that,

“Misrepresentation is when one of the two contracting parties deceives the other by means of trickery of word or deed which leads the other to consent to what he would not otherwise have consented to. Deliberate silence concerning a fact or set of circumstances shall be deemed to be a misrepresentation if it is proved that the person misled thereby would not have made the contract had he been aware of the factor set of circumstances. “ (Blog, 2018).

Example

The Muscat Municipality uses the contract law and with one private company, it used the same contract where it faced the loss and hence the company paid the amount to Muscat Municipality for the compensation.

Legal aspects and Ease of Doing Business

The legal aspects of any business involve the contracts, agreements and all the legal documents which are necessary to keep the record of the business. A number of things are to ponder while doing your own business such as,

Employee Rights

You must never forget how integral employees are the part of your business and should pay heed towards their training and other beneficiary rights.

Contracts

The contract involves all the basic information and the legal allowance of all the activities to be done.

Get your business number

Contact a taxman as soon as possible because he would be issuing you a business number of your own which would be facilitating your business a lot (achievers, 2016).

Laws

Get to work according to the laws of the country regarding the business.

Competitors

Always take note of your competitors and try to compete with them.

Tanfeedh Diversification Plan 2040

Tanfeedh is a government initiative whose aim is to link the strategies of main sectors to the Tourism, Manufacturing, Fishing and Mining and Transports and Logistics. They have the one big aim which is to improve the national resources they have and promote development. Moreover they aim to successfully fulfill the objectives of the ninth five year development Plan 2016-2020. The cooperation takes place between the government and the private sectors of the country and all the sectors work together in order to fulfill the objectives of the developmental plan which is made for the welfare of the Omani nation. Similarly the Tanfeedh Diversification Plan 2040 aims that the different fields of the country would be improved and the quality would be enhanced by the year 2040 (Vision, 2018).

Issues needed to be addressed

- The environmental issues are the one which could hinder the progress because such marine, air and noise pollution in the country could affect the overall implementations on all the projects under the Tanfeedh Diversification Plan 2040.
- The disturbances in the social corporate responsibility and the corporate governance could also affect the working of the plan.
- The disputes among the companies can lead to problems when they are not cooperative enough to support the economy of Oman.
- The increased pricing of all the material and the increase in the imports can disturb the plan and all its objectives from the ultimate fulfilment.

Interview with Ithraa Staff

An interview with the Ithraa Staff was conducted to ask the following questions which got us these answers.

Q1. How long does custom clearance take in Oman? (Imports and exports)

Answer: On average, it takes about a month to import and export the things.

Q2. How does this process compare with UAE and Saudi Arabia?

Answer: This process can be a bit more than UAE and Saudi Arabia because UAE is already considered to be very efficient in such trades.

Q3. How long does it take to start a new business in Oman versus UAE and Saudi Arabia?

Answer: In UAE and Saudi Arabia a new business could be started within 6 to 8 month but it takes about 1 to 2 years in Oman to do the same. So that is that there is a difference in the economies.

Q4. Is the One Stop Shop Concept for starting new businesses and investment fully operational in Oman for all types of new businesses and new investments?

Answer: No it is not true, there could be several needs for the different businesses according to their types so the strategies work accordingly.

Q5. How do you compare UAE and Saudi Arabia with Oman?

Answer: Oman is a developing country while Saudi Arabia and UAE are well developed so Oman can look up to them for improvement in relevant fields.

Q6. Which country has the best and most efficient port handling system in the GCC and how is its system and capacity?

Answer: Jeddah Islamic Port in Saudi Arabia is considered to be the biggest because it has a capacity of about 59% of the imports by sea at once. Saudi Arabia is mostly dependent on it for its imports.

Q7. How is the situation in Oman?

Answer: Oman is in a developmental situation and everything is planned for it. The different fields of the country are struggling in order to help the economy of Oman.

Q8. What would you want to see improved in Oman regarding Ease of Doing Business and National Competitiveness?

Answer: The proper investment and the tax payments must be made mandatory and it must be improved so that the business could do better.

Q9. Why do you say what you say?

Answer: On the basis of all the circumstances we look at every day and the news we listen to, we could suggest these possible things.

Q10. What are the advantages for Oman regarding investment versus GCC countries?

Answer: The investment in Oman goes up for years and once the investment shows profit, it becomes easier to do business.

Business Ethics

It is the study of the appropriate business studies which also include the factors like bribery, whistleblowing, corporate governance and corporate social responsibility (Norman, 2012). Business ethics are so important while doing business because they always encourage the legal and suitable business doings with complete ethics. A business with ethics is the business successful in which the co-workers' satisfactions, professional ethics, ethics of human resources management and all the approaches of the business ethics are involved which are mandatory to do a business in good terms (Lluka, 2010). In Oman the companies take a huge notice of the business ethics and make it their policy to adapt the ethics in the business. Adapting the business ethics may facilitate the customers, employees and each and every factor associated with the business.

Corporate Social Responsibility

The corporate Social responsibility is a business approach basically which contributes to the development of the environmental, social and economic factors. In this kind of concept the stakeholders, employees, clients and all the factors are facilitated and prioritized over anything. Their benefits ensure that the business itself could show some growth on such a basis (ArchieB.Carroll, 2015).

Corporate Governance Concept

Corporate governance is a term which describes how a company is managed and directed. It involves all the dealings and processes with the clients stakeholders, all the affairs within the business are managed and the further dealings are considered to ensure benefits of the both parties (Khan, 2011).

Example

Nawras is the only operator in Oman which provides international data roaming services. This company has been providing the services to many telecommunication companies in Oman including the Ooredoo. Nawras aims to work with different companies and keep its stakeholders satisfied throughout the whole dealings (Nawras, 2010).

Marine Pollution Control

There are many conventions which mention marine environment safety initiatives such as Royal decree 8/1979 Law sanctioning the Kuwait regional convention on protection of marine environment from pollution (EE/EIA, 2018). The marine pollution law Royal decree 34/74 1974 was also introduced which said that any person violating the law would be fined OMR 25,000 while OMR 4 million on a number of violations of the rules. A number of projects by Royal decree were started in which the marine pollution elimination plans were shared and strict laws were created regarding the violation of all such rules. Marine life is to be made secure so the steps were strictly taken accordingly. The Oman government also joined the CleanSea campaign along with Sri Lanka in order to protect marine life and keep marine life safe (Observer, 2017).

Air pollution

For controlling the air pollution, Ministerial decision number 118/04 on the control of air pollution from stationary sources says that the owner should employ scientific methods to prevent all kinds of pollution in the air from the emission of harmful smoke and chemicals. It was also stated that before installing a chimney to the home or in any factory, the approval must be taken from the government and the authorities otherwise the step would be considered illegal and the punishment would be given (Partners, 2013).

Noise pollution

Minister decision no 79/94 on the control of noise pollution in the public places according to the classification of all the places. Moreover the industrial plants and construction sites, the airports and the aircrafts plus the road traffic were declared as the external sources of the noise pollution. The ministerial decision no 80/94 on noise pollution control at the workplaces has marked a noise limit for them. The services and the equipment to stop and control the noise pollution would be used.

Importance of Regulating Pollution in Oman

Oman is trying to be a developed country and aims to be highly developed in each aspect. Thus the country needs to bring improvement in each field including the environmental factors. A developing country keeps an eye on all the factors inside and thus Oman is highly concerned about the environmental circumstances of its country. It does not want any air, marine or noise pollution to affect the image of the country among the tourists, or disturb the working of all the projects being done in the country. The goal is to eliminate each kind of pollution from the county to focus on the other important factors which affect the progress of the county.

Conclusion

Oman is on its way to development and all the negative factors affecting its development need to be eliminated. The relevant laws and regulations in the country regarding the contracts and

doing business are supporting the peaceful dealings among the companies in Oman so that the positive outcomes could be seen overall.

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