

# Court rejects appeal of man convicted of forging degree

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The Court of Cassation has dismissed the appeal of an Asian man convicted of forging a university degree after he failed to surrender to serve his six-month prison sentence. He was found guilty of using a fake certificate in 2022 in the

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Capital Governorate, fully aware it was forged. The Lower Criminal Court sentenced him to six months in prison, set bail at

BD100 to suspend the sentence, and ordered his deportation. He filed both an appeal and an objection, but the verdict re-

mained unchanged. Despite this, he did not report to serve the sentence and instead submitted a final appeal to the Court of

Cassation. The court rejected the appeal, citing Article 31 of the Cassation Law, which requires a person

sentenced to imprisonment to submit for enforcement before an appeal can be considered. Judges noted that a cassation appeal does not suspend enforcement of a custodial sentence once it becomes final. The Public Prosecution confirmed the man had made no effort to serve his sentence. The appeal was ruled inadmissible.

# Court restores marital home to husband after sham sale to ex-wife

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A man has won back ownership of his home after the High Civil Court ruled that a BD270,000 property transfer to his ex-wife was a sham intended only to protect the asset. The court found that the sale contract between the couple was not genuine and ordered the house to be returned to the husband's name. The decision followed the submission of a signed statement from the ex-wife, confirming that the sale was only on paper and that her husband had remained the rightful owner throughout. The statement, dated 21 February 2010, was presented by the man's lawyer, Zuhair Abdullatif. The court deemed it legally binding, noting that the ex-wife neither denied her signature nor challenged the content. Under Bahraini law, a private document stands as valid unless its signature is explicitly denied. The man had purchased the home in early 2010 but soon faced financial difficulties. To protect the property, he trans-



*The man had purchased the home in early 2010 but soon faced financial difficulties. To protect the property, he transferred it to his wife's name in a fictitious sale, trusting she would safeguard it.*

ferred it to his wife's name in a fictitious sale, trusting she would safeguard it. Just one day after the transfer, the property was registered in her name. Less than a year later, she divorced him through khula, a form of wife-initiated divorce. Despite efforts to resolve the matter privately over the years, the ex-wife refused to return the property and even threatened to sell it. The man eventually took legal action, presenting the court with his ex-wife's written admission that the deal had been for formality only.

In its ruling, the court referred to precedents set by the Court of Cassation, affirming that in sham transactions, the true intent of the parties takes precedence over the registered deed. If it can be proven that a transfer was only symbolic, actual ownership must be honoured. The court concluded that the sale was not real and ordered the Survey and Land Registration Bureau to remove the ex-wife's name and reissue the property deed in the husband's name.

# Woman wins 25-year legal battle to register home

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After a 25-year legal struggle, a woman has finally secured ownership of her home, following a ruling by the High Civil Appeals Court that upheld the validity of a property sale contract once deemed invalid. The dispute dates back to the year 2000, when the woman purchased the house for BD80,000. She paid the amount in three instalments—BD40,000 followed by two payments of BD20,000—to an agent representing the heirs of the deceased property owner. Although she received the property documents, she was unable to register the home in her name due to a 17-year restriction imposed by the Ministry of Housing, which barred property transfers during that period. The situation worsened when the property was seized by the Execution Court to settle a debt owed by one of the heirs, who had never formally transferred the property title. The court ordered the house be sold. In response, the woman filed a lawsuit to enforce her ownership rights. However, the First Instance Court declared the contract void, citing the restriction that was in effect at the time of sale.

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Her lawyer, Nabeel Al Qassab, appealed the ruling and submitted new evidence, including powers of attorney from the heirs authorising her to complete the title transfer. He argued that this constituted their approval of the original sale. Despite this, the Appeals Court initially upheld the lower court's decision. The case then went to the Court of Cassation, which overturned the verdict and sent it back to the Appeals Court for review. Upon reconsideration, the Appeals Court ruled that the

powers of attorney clearly demonstrated the heirs' ratification of the transaction—even if the agent lacked authority at the time of sale. Under Article 436 of Bahrain's Civil Code, such ratification validates a contract if it meets key conditions: mutual consent, a defined property, a lawful purpose, and an agreed price. With those elements confirmed, the court ruled in the woman's favour and ordered the property to be officially registered in her name—bringing an end to a dispute that had lasted a quarter of a century.

# Heirs of late labour supplier win BD21,243 in court after company refuses to pay

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The heirs of a labour supplier who died before collecting payment for services have secured a BD21,243 court ruling, after a company refused to pay and argued the contract had no legal standing. The case dates back to an agreement made while the supplier was alive, under which he provided workers for me-

*The workers were supplied as agreed, but after the supplier's death, the company stopped payment.*

chanical and civil works. The company accepted the terms, which included payment within 15 days of invoicing, based on attendance records signed by both parties. The workers were supplied as agreed, but after the supplier's death, the company stopped

payment. The heirs filed a lawsuit, represented by lawyer Mohammed Al Mahdi, who presented signed timesheets and other documentation proving the workers had reported to the job site. A court-appointed accounting expert reviewed the records and confirmed the com-

pany owed BD21,258. The court ruled in favour of the heirs, ordering the company to pay BD21,243 — to be distributed among the heirs according to their legal shares. It also directed the company to cover legal expenses and lawyer's fees. The company appealed, claim-

ing the agreement was invalid because the supplier did not hold a Labour Market Regulatory Authority (LMRA) licence, as required for labour recruitment. It also alleged the contract was forged. However, the Appeals Court dismissed both claims. It ruled

that a clear business relationship existed between the two parties and that the dispute was over non-payment, not the validity of the arrangement. As for the forgery claim, the court noted the company had failed to provide its own timecards, despite the expert basing calculations on them. The court rejected the appeal and upheld the original ruling, again ordering the company to pay the amount due.