

The Role of The Judicial Expert in Resolving Banking Disputes: Case Study of Judicial Expertise

Hiba Bouabdallah¹

1- University of Mohamed El bachir El Ibrahimy - Bordj Bou Arreridj - Algeria,
hiba.bouabdallah@univ-bba.dz

Received: 13/04/2024

Accepted: 26/06/2024

Published:30/06/2024

Abstract:

This study aims to spot the light on the role of judicial expertise in resolving banking disputes, by tracking the stages that the expert follows to resolve the conflict. Starting from the day of his appointment to the he finishes writing his report and finalizes his work. In addition to clarifying the information he provides that contributes to issuing a ruling that is fair to all the parties of the dispute. To achieve the objectives of the research, a case was chosen between a public bank and one of its clients over determining the remaining principal of the loan, as well as the bank interests and fines resulting from that. Among the results reached in the research is that judicial expertise has a decisive and effective role in resolving various banking disputes. Moreover, the efforts of the expert pay off when he exploits the necessary professionalism in addition to performing the tasks assigned to him in the ruling. This is what appeared clearly in his report.

Keywords: judicial expertise, banking disputes, bank loans.

JEL Classification :D74, D63, E51.

- Corresponding author: Bouabdallah Hiba, hiba.bouabdallah@univ-bba.dz

1. INTRODUCTION

Banks and financial institutions play a pivotal role in creating economic mobility. By providing appropriate financing in various forms and formats for economic institutions. Regardless of their size and field of activity, through strict procedures, in addition to a detailed feasibility study, and project evaluation to reduce the risks of non-performing loans as well as the inability of their customers to repay.

The relationship between banks and customers has always been the loan agreement concluded between the two parties, which includes the terms “loan amount/interest rate/duration and fines” that will be applied in case of breach of obligations and failure of customers to respect payment deadlines. As this results in the emergence of conflicts between the two parties after the customer refuses to fulfill his obligations, the bank turns to the civil/commercial court to demand the amount of the debt. Furthermore, the dispute arises and is presented to the judiciary. Since the responsibility for determining the debt is a purely technical issue, the judge seeks the assistance of one or more specialized experts to prepare an expertise before deciding on the case. The perspective of the expert in it is not obligated.

Research Problem:

Based on the above, the research problem can be presented in the following main question:

Does the judicial expert contribute to resolving banking disputes?

Research Objectives:

- Identifying the causes and types of banking disputes.

- Determining the role of the judicial expert in resolving banking disputes.
- Highlighting the importance of judicial expertise in banking.

2. Theoretical framework

2.1. Judicial Expertise in Banking:

2.1.1. Judicial Expertise:

Generally, the judicial expertise is amongst the methods of proof that judiciary requires. Whenever there is an issue in the dispute that requires special technical information to be solved, far from the original field of the judge's culture, in which only knowledge of the law is required. Because, the ability that is required from him is a legal ability, not a technical one. Therefore, the law permits the judge to appoint specialized technical persons with the task of carrying out inspections and providing the necessary information to decide the disputes brought before him. These people whose knowledge judges seek are experts. Expertise is therefore a means of investigation in all branches of the judiciary, whether civil, criminal, commercial or administrative. (Rashid Khalfoun , 2007, p. 10)

The expert delegated or appointed to conduct judicial expertise must remain within the scope of these technical matters and not go beyond it to carry out another procedure outside his job. This would lead to establishing or denying the right of one of the parties to a dispute. because the authority to investigate is within the jurisdiction of the judge only. (Mohammed Hazeit, 2014, p. 17)

On the other hand, judicial expertise is characterized by a number of characteristics (Mohammed Hazeit, 2014, pp. 19-22)

- **Legal Process:** As it is judicial in nature, the judge has discretionary authority regarding the order to conduct it, whether the opponents request it or not. Moreover, the judge also has the right to refuse to conduct it if the opponents request it. Additionally, the judge before whom the dispute is presented is the one who determines the mission of the expert, the duration of this mission and he is the one who evaluates his opinion and the result of his work.
- **One of the Steps of The Investigation Process:** Judicial expertise is an investigative procedure that is resorted to in order to search for evidence or to form the conviction of the judge.
- **The Optional Nature of Judicial Expertise:** The judge has, as a general rule, the power of choice and discretion to conduct an expertise or not. Regarding any issue of any nature presented to him, whether that is before the civil or administrative or the criminal judiciary.
- **The Consequential Characteristic of Judicial Expertise:** As a general rule, this characteristic means that it is not permissible for a request to appoint an expert to be the subject of an original lawsuit. In other words, a lawsuit on a specific subject need to exist and has to be brought before the court for an expert to be appointed. Because judicial experience assumes the existence of an existing dispute presented before the court. So that it then represents a means of proof that helps in resolving the dispute. It arises from the decision of the court to conduct it.

- **The Technical Characteristic of Judicial Expertise:** Judicial expertise is limited to purely technical issues only. It is subject to material facts related to specializations known only to those skilled in it.

The Algerian legislator, in the of Civil and Administrative Procedure, did not know judicial expertise, like the majority of legislation, including French, Egyptian, and Jordanian law. Rather, Civil and Administrative Procedure only included a text indicating the objective of the expertise. Which is the text of Article 125 of it, that states that expertise aims to clarify a purely technical or scientific material fact for the judge. In addition to the procedural and substantive provisions, which are regulated in Articles 126 to 145 of the Civil and Administrative Procedures Code. (Mohammed Hazeit, 2014, p. 17). The Algerian legislator also divided the methods of proof into two parts, a substantive section and a formal section. It stipulated the substantive rules in Chapter Six within the Second Book of the Civil Procedure, which determines the methods of proof. As for the formal rules, they were stipulated in the Code of Civil Procedure in Part Three under the title "On Investigation Procedures." (Rashid Khalfoun , 2007, p. 11)

2.1.2. The Judicial Expert:

An expert is considered a man of knowledge in a science, an art, commercial or agricultural affairs, crafts, medicine, or engineering and in various other fields of knowledge. In other words, he is a person who is not an employee of the court and has special technical information that help judges with his opinion on the issues that need to be revealed through this information, he is the specialist whose advice is sought. This expert is considered an assistant to the judiciary. However, his role ends at the end of his mission and practically when his report is submitted.

The Algerian legislator regulated the profession of judicial expert in accordance with Executive Decree No. 95-310 on October 10, 1995. (Rashid Khalfoun , 2007, pp. 10-11)

The following conditions are required for those appointed to positions of expertise (Taheri Hussein, 2014, pp. 13-15):

- He must be an Algerian with Algerian nationality, because the expert participates in a sovereign public function, which is the judiciary. Additionally, he is one of the assistants of the judiciary. However, there is an exception to this condition, which is when there are no people qualified to hold the title of expert or are not specialized in some subjects. In this case, the legislator authorized accepting the nomination of experts who do not hold the Algerian nationality.
- The age of the candidate for the expert position must be at least 25 years on the date of submitting the application.
- He must not have a criminal record.
- Not being sentenced to bankruptcy or judicial settlement.
- He must not be a public employee or a judge who has been subjected to a disciplinary punishment.
- The candidate must not have had a decision issued against him by a professional union. This condition applies to people who have had a previous profession.

2.1.3. Judicial Expertise in Banking:

Judicial expertise in banking can be defined as a report prepared by a person specialized in banking operations and services. It includes a technical opinion related to a material fact that falls within the banking field and is disputed before the judiciary. It has an optional and mandatory nature. Both in terms of resorting to it or in terms of its results. If the law authorizes litigants in civil matters to submit a request for it. In addition to the public prosecution, the accused and the victim in criminal matters to also request seeking the help of experts. These requests remain subject to the discretionary authority of the judge. As he determines the feasibility of seeking the help of the expert in the incident. Moreover, he may resort to it automatically even before demanding it from the parties. This depends on the incident being proven.. (Bozbuja Hussein , 2023, p. 462)

Algerian legislation did not specify a special system for experts in the banking field. As the lists of experts accredited by judicial authorities did not include among the specializations included in them experts specialized in banking. which made most judicial authorities seek the assistance of experts in accounting (accounting expert, statutory auditor, etc.). In most disputes of a banking nature, this does not prevent the judiciary from seeking assistance from banking specialists. After they have taken the legal oath before the judge who appointed them in accordance with the provisions of the law.

2.2. Banking Disputes:

2.2.1. Banking Law:

Generally, banking law is defined as a set of rules related to banking operations and the activities of those performing them professionally. (Jérôme Lasserre Capdeville, 2021, p. 4) .It is also defined as: “a set of rules that aim to regulate the activities practiced by banks and financial institutions as a usual profession” . (Marianne Villemonteix, 2019, p. 5)

This law aims to control a certain number of operations. In particular banking operations such as: receiving funds payable from the clients, issuing credits, and providing or managing banking payment services. Banks and financial institutions also enjoy a monopoly on implementing such operations on a regular basis. Therefore, the banking law is first and foremost the law of banking activities. It is also considered a professional law, targeting specific people because of their professional activity. .(Jérôme Lasserre Capdeville, 2021, p. 4)

It is also one of the branches of commercial law, but it is closely linked to economic law. Due to the interventions of the government in such a basic sector.

(Marianne Villemonteix, 2019, p. 5)

2.2.2. Banking Disputes Definition:

Banking disputes are defined as those conflicts that occur between banks and customers, as a result of banking transactions governed by laws and regulations. These disputes are often of a commercial nature as a result of the activity of the bank. Mainly related to depositing funds, interest rates, unpaid loans... etc.. (Balkhwan Ghazlan, 2021, p. 391)

On the other hand, they cannot be limited due to their multiplicity and complexity. Below some of them are mentioned: (Bozbuja Hussein , 2023, pp. 467-468)

- **Documentary Credit Disputes:** An expert is appointed here when the bank violates the terms agreed upon in the contract and causes damage to the customer. The bank is obliged to compensate for the damage. Moreover, when the bank rushes and pays the price of the goods. Then, the customer comes before the judge and claims that he did not receive the goods in the first place.

- **Disputes Related to the Guarantee for Public Contracts:** Among the disputes that arise in this regard, that require resorting to technical expertise: the dispute over the extent of depositing the guarantee amount on the specified date. As well as disputes related to recovering the guarantee or part of it, if the partial deduction is made by the project owner. The issue arises to accurately determine the deducted amount and the remaining amount based on the amount deposited as guarantee.

In addition to embezzlement cases, which are usually linked to crimes of forgery in commercial or banking documents, corruption and money laundering crimes.

3. Applied Study : Reviewing Judicial Expertise in Banking Disputes

The aim of this study is to analyse a judicial expertise of a case involving a public bank and an institution that benefited from a loan. Then, breached its contractual obligations and refused to pay the amount of the debt. In order to provide a good understanding of the subject and to study the extent of the contribution of the judicial expert to resolve the banking disputes, we decided to provide an overview of the work of the expert. By presenting all the stages, from his appointment till the last point of his work.

3.1. Appointing the expert and his assigned tasks:

The expert was assigned in the “Bank” case against the one-person limited liability company in order to carry out the tasks mentioned in the ruling:

- Summoning the opponents and receiving their statements, documents, explaining them and attaching them to the report.
- Accessing to all banking operations related to this loan, the bank account statements related to the payment of the loan value and any useful document in any department or institution whatsoever.
- Saying whether the defendant paid his debt to the plaintiff? In case he did not, the value of the debt owed, consisting of the principal and interest, shall be stated in accordance with the concluded loan agreement.

3.2. Starting the Expertise:

After signing the certificate of receiving the ruling and agreeing to carry out the tasks assigned to him. The expert begins his work, which often starts with summoning the parties to the dispute legally through the judicial record, receiving documents, and receiving statements about the subject of the dispute.

3.2.1. Summoning and Receiving Documents:

Summoning the parties and recording their statements on the subject of the dispute is very important in the work of the expert. Therefore, the expert is keen to summon both parties to the dispute through the judicial record in most cases. To carry out the expert work, He requests the documents that he deems initially necessary to carry out the above-mentioned tasks. First, he summons the bank, represented by its director. By notifying him

through a document from the judicial officer, asking him to come to his office along with the following documents: (Documents provided by the Judicial Expert Office.)

- Loan amortization schedule.
- Debit notes stating “installment, interest, value added fee.”
- Commissions: Commitment commissions / management commissions / statement of the borrower’s account opened with the agency.
- Statement of unpaid installments: original/interest/delay interest/use promissory notes with justifying documents.

Then, he summoned the director of the company by notifying him through a document from the judicial officer, asking him to come to his office accompanied by the following documents:

- Statement of account opened with the banking agency.
- Order documents with justifying documents.
- Loan agreement with the bank.
- Credit notes: showing the installments paid/interest/commissions/value-added fee.

3.2.2. Statements of The Parties:

Hearing the parties and recording their statements is very important in the work of the expert. As the statements of the two parties provide an important basis for analysis and enlighten the expert with other elements of analysis that may be important. The bank provides the expert with the following documents:

- Loan amortization schedule.
- The bank statement of the company.
- Disclosure of unpaid installments - original -.

3.3. Technical Analysis of The Case Data:

Technical analysis is very important in expressing an accurate technical opinion and a conclusion that guarantees an answer to all the elements and tasks that are the subject of the assignment of the expert and to enlighten the court.

Through the statements and documents received, the expert outlines a clear scientific methodology to reach the desired results.

3.3.1. Project financing structure:

After reviewing the various documents placed at the disposal of the expert. In addition to studying the content of the agreement concluded between the “bank” and the “single person limited liability company”. As well as examining the content of its articles. The agreement was titled an investment loan agreement, a medium-term loan/long-term loan, written in 22 articles and signed by both parties to enable the expert to determine the terms of the loan agreement.

3.3.1.1. The total value of the medium-term loan (CMT) and the financing structure:

Based on the information provided to the expert by the banking agency, the loan financing structure is summarized as follows:

Table 1. Loan financing structure

	The Amount DA	The ratio %
CMT Bank financing	2742000 ,00	70%
PNR CNAC		29%
National Unemployment Insurance Fund	1.135.971,42	
A P Initial contribution	39.171,43	1%
the total	3.917.142,85	100%

Source: Documents provided by the Judicial Expert Office.

From the table we notice that the loan financing formula is three-fold, as the value of the loan granted is 2.742000,00 DZD from the banking agency. It is a medium-term loan that represents 70% of the project of the company financing structure. Regarding the agency's contribution percentage, it was 29%, while the personal contribution to the company represented 1%, meaning a value of 39.171,43 DZD.

3.3.1.2. Investment Loan Agreement “Medium Term Loan”

The most important provisions of the loan agreement are the following:

- **Loan amount:** 2,742,000 DZD two million seven hundred and forty-two thousand Algerian dinars.
- **Subject of the loan:** financing tourist car rental activity.
- **Loan term:** 6 years, including two years of postponement
- **Interest rate:** The interest rate is estimated at: 2.10%;
- **Guarantees:** Guarantee Fund.
- **Authorizing the insurance policy against various risks.**
- **Signing the agreement.**

3.3.2. Bank statement extracts:

The bank statement of the current account of the company is considered an important document in the expertise. As it helps the expert track the operations on both the debtor/creditor sides. Furthermore, to determine the amount of the bank loan benefited from, as well as the installments paid and their dates.

The following table shows the bank statement operations for the current account of the company.

Table 2. summary of the bank statement operations for the current account of the company.

Creditor	Debtor	Bank transaction statement	Date of operation
-		solde au 10/06/2012 Balance dated	
2 742 000,00		CREDIT BONIFIE CNAC Loan from the National Unemployment Insurance Fund	14/04/2013
219 986,62		TRANS ALIM CPT Transfer from the previous bank account	14/04/2013
	936,00	EMIS CHQ Expenses for issuing a bank instrument	15/04/2013
	2 517 579,73	EMIS CHQ Expenses for issuing a bank instrument	15/04/2013
	16 040,70	COMM CMT 0,5%	15/04/2013
	936,00	EMIS CHQ Expenses for issuing a bank instrument	16/04/2013

	936,00	EMIS CHQ Expenses for issuing a bank instrument	16/04/2013
	30 100,00	EMIS CHQ Expenses for issuing a bank instrument	16/04/2013
	54 390,00	EMIS CHQ Expenses for issuing a bank instrument	16/04/2013
	2 000,00	CONSTITUTION PROV	23/04/2013
	936,00	EMIS CHQ Expenses for issuing a bank instrument	19/05/2013
	279 422,55	EMIS CHQ Expenses for issuing a bank instrument	19/05/2013
	731,25	AGIOS Financial burdens	11/07/2013
	731,25	AGIOS Financial burdens	10/10/2013
	731,25	AGIOS Financial burdens	08/01/2014
	10 541,00	EMIS CHQ Expenses for issuing a bank instrument	04/02/2014
	936,00	EMIS CHQ Expenses for issuing a bank instrument	04/02/2014
	731,25	AGIOS Financial burdens	10/04/2014
	731,25	AGIOS Financial burdens	10/04/2014
	936,00	EMIS CHQ Expenses for issuing a bank instrument	21/09/2014
	42 992,00	EMIS CHQ Expenses for issuing a bank instrument B 3198494 CASNOS	21/09/2014
3 000,00		VERSEMENT	21/09/2014
	731,45	AGIOS Financial burdens	09/10/2014
725 000,00		SORT CHQ Expenses for issuing a bank instrument	26/10/2014
	140,40	SORT CHQ Expenses for issuing a bank instrument	26/10/2014
	-	APELL D'ECHEANCE 377	02/11/2014
260 000,00		VERSEMENT	11/12/2014
	975 500,00	EMIS CHQ Expenses for issuing a bank instrument B 3198627 RENAUL AL	15/12/2014
	936,00	EMIS CHQ Expenses for issuing a bank instrument	15/12/2014
	731,25	AGIOS Financial burdens	08/01/2015
	731,25	AGIOS Financial burdens	09/04/2015
	-	APELL D'ECHEANCE 377	30/04/2015
	731,25	AGIOS Financial burdens	09/07/2015
	731,25	AGIOS Financial burdens	08/10/2015
	-	APELL D'ECHEANCE 377	02/11/2015
	731,25	AGIOS Financial burdens	07/11/2016
	731,25	AGIOS Financial burdens	07/04/2016
	-	APELL D'ECHEANCE 377	02/05/2016
	731,25	AGIOS Financial burdens	14/07/2016
90 000,00		VERSEMENT Deposit money	19/10/2016
	731,25	AGIOS Financial burdens	20/10/2016
80 000,00		VERSEMENT Deposit money	26/10/2016
120 000,00		VERSEMENT Deposit money	30/10/2016
	281 330,10	APELL D'ECHEANCE Collection of an unpaid installment due	31/10/2016
126 459,42		SORT CHQ	11/01/2017
	142,80	SORT CHQ	11/01/2017
	731,25	AGIOS Financial burdens	12/01/2017
	743,75	AGIOS Financial burdens	13/04/2017

		RECOURV IMP 377	
	138 002,06	Collection of an unpaid installment due	03/05/2017
	743,75	AGIOS Financial burdens	06/07/2017
	762,98	AGIOS Financial burdens	12/10/2017
	782,70	AGIOS Financial burdens	18/01/2018
	801,64	AGIOS Financial burdens	05/04/2018
	142,80	SORT CHQ 9949182	23/04/2018
59 085,00		SORT CHQ 9949182	23/04/2018
	55 851,13	RECOURV IMP 377 Collection of an unpaid installment due	24/04/2018
	58 942,20	RECOURV IMP 377 Collection of an unpaid installment due	26/04/2018
	142,80	CHQ N 9949182	26/04/2018
59 085,00		CHQ N 9949182	26/04/2018
	59 085,00	REP ECRT DU 26/04/2018	03/05/2018
	1 726,59	AGIOS Financial burdens	12/07/2018
	2 315,69	AGIOS Financial burdens	11/10/2018
	2 375,55	AGIOS Financial burdens	10/01/2019
	17 200,00	FRAIS HUISSIER	21/01/2019
	2 733,61	AGIOS Financial burdens	11/04/2019
	2 928,23	AGIOS Financial burdens	11/07/2019
	3 027,93	AGIOS Financial burdens	10/10/2019
	3 106,20	AGIOS Financial burdens	09/01/2020
	3 159,94	AGIOS Financial burdens	08/04/2020
	3 240,74	AGIOS Financial burdens	09/07/2020
	3 351,94	AGIOS Financial burdens	08/10/2020
4 484 616,04	4 588 867,46		
	- 104 251,42	Balance on date 2020/12/30	

Source: Documents provided by the Judicial Expert Office.

The bank statement shows all the transactions made by the debtor and creditor from the date of benefiting from the loan. It also clarifies that the company recorded several transactions, including those related to the loan and the payment of installments. The bank statement makes it easy to track all the transactions it shows. Additionally, the expert can request credit and debit notes for all the transactions.

From the statement, it becomes clear that the bank deducted the following installments: (281.330,10 ; 138.002,06 ; 55.851,13; 58.942,20 DZD), meaning a total of: 534.125,49 DZD. This will be detailed more in the next section.

3.4. Analysis of The Loan Amortization Schedule With The Repayments:

Through the loan amortization table, the expert provides a mathematical analysis of the loan principal and the installments paid within the deadlines and also outside the deadlines. As this results in interest and fines for late payment.

Table 3. Schedule of amortization of the loan granted.

The date	Echéance CMT The maturity date of the Medium term loan	The remaining medium-term loan	Paid by due dates CMT	Average loan amounts paid out Maturities	Unpaid installments	IMP /Access Benefits of delay
31/10/2014	-	2 813 300,95				
30/04/2015	-	2 813 300,95				
31/10/2015	-	2 813 300,95				
30/04/2016	-	2 813 300,95				

31/10/2016	281 330,10	2 531 970,85	281 330,10			
30/04/2017	281 330,09	2 250 640,76				
02/05/2017					281 330,09	
03/05/2017				138 002,06		
31/10/2017	281 330,10	1 969 310,66				
02/11/2017					281 330,10	10 112,33
24/04/2018				55 851,13		
26/04/2018				58 942,20		
30/04/2018	281 330,09	1 687 980,57				
02/05/2018					281 330,09	29 934,26
31/10/2018	281 330,10	1 406 650,47				
30/04/2019	281 330,09	1 125 320,38				
31/10/2019	281 330,10	843 990,28				
30/04/2020	281 330,09	562 660,19				
31/10/2020	281 330,10	281 330,09				
30/04/2021	281 330,09	-				
Totals			281 330,10	252 795,39	843 0,28	40046,59

Source: Documents provided by the Judicial Expert Office.

It is clear from the loan amortization table that the company only committed to paying the first installment in the amount of 281.330,10 DZD on 10/31/2016. However, by the date of the second installment, the institution did not respect the dates, which prompted the bank to deduct the amounts collected by the company (132.002,06 + 55.851,13 + 58.942,20) for a total of: 252.795,39 DZD.

Accordingly, the total amount paid by the company until 04/30/2021 equals: 534.125,49 DZD

3.5. Calculating Delay Benefits:

Determining the interest and late fines that the bank charges to the customer is of great importance. As the expert is required to scrutinize these interests and fines and whether they are contractual and do not involve injustice to the customer.

It is noted here that in order to calculate the interest, commissions, and fees resulting from the remaining amount for payment by the company, starting from the date of payment of the last installment until the day of preparing the expert report. The expert relies on scientific tools to accurately determine the amount of interest based on the laws of financial mathematics. To calculate interest, we rely on the following law:

$$I = (K \times T \times N) / 12 \quad (\text{Stéphane Goutte, 2015, p. 30})$$

Whereas:

I: Interest.

K: The amount of debt remaining to be paid.

T: interest rate.

N: Duration.

Table 4. Interest resulting from the loan and late fines.

The date	The remaining medium-term loan	Echéance CMT The remaining medium-term loan	Benefits of delay Entitlement CMT
30/04/2018	2390877,72		10 112,33
02/05/2018		281 330,10	29 934,26
31/10/2018		281 330,09	29 934,26
30/04/2019		281 330,10	29 934,26
31/10/2019		281 330,09	29 934,26
30/04/2020		281 330,10	29 934,26

31/10/2020		281 330,09	29 934,26
30/04/2021	-		
Totals			189 717,89

Source: Documents provided by the Judicial Expert Office.

Using the data of the previous table, the expert concluded that the total interest due: 189.717,89 DZD, including the late penalty.

3.6. Expertise Conclusion:

Out of the keenness of the appointed expert to carry out the tasks assigned to him in the case. After reviewing, studying and auditing all the documents submitted by the “Bank” and in accordance with the procedures and laws in force in this field, he reached a determination of the amount of the debt remaining for payment. It is summarized in the following table:

Table 5. Summary of the process of calculating the remaining debt amount and the outputs of the report of the expert.

Amounts	Appointment	The number
2.742.000	The value of the medium-term loan granted CMT	01
534.125,49	Amounts paid and deducted from to 31/03/2021	02
189. 717,89	Interest, commissions and fees incurred	03
2.207.874,51	The amount of debt remaining to be paid by the manager of the one-person limited liability company, Aden Tour(2-1)	04
2.397.592,4	The total amount payable with interest(4+3)	05

Source: Documents provided by the Judicial Expert Office.

Therefore, the amount of the loan remaining to be paid, along with the interest and fees incurred by the one-person limited liability company in accordance with the terms of the agreement, for the benefit of the bank, is: 2.397.592,4 DZD.

In letters: two million three hundred and ninety-seven thousand five hundred and ninety-two Algerian dinars and forty cents.

4. Conclusion:

The number of banking disputes brought before the judicial authorities has increased significantly, and their resolution requires the judiciary to have a technical knowledge. Hence, the role of judicial expertise, which is one of the most important tools that the judge relies on in deciding rulings. As, it occupies a significant position in banking. By resolving disputes of all kinds, whether civil or commercial. It aims to guarantee the financial rights of both parties. Additionally, it takes place in special circumstances, under certain conditions and is carried out by an expert who has sufficient knowledge of the field and its techniques. It is his responsibility to determine the type of banking dispute presented before the court. In order for the judge to be able to understand the dispute clearly and reach its solution correctly, the judicial expertise must be accurate, clear and characterized by transparency. It has to answer all the questions put to the judicial authority while providing all the clarifications that ultimately lead to the issuance of a ruling or decision that is fair to the parties of the dispute, regardless of its type.

To achieve the objectives of the study, a dispute case was chosen between a public bank and an economic institution that benefited from a medium-term loan to finance a project, but violated its contractual obligations and refrained from paying the loan. This resulted in applying interest and late penalties by the bank. Moreover, after not reaching an amicable solution, the bank went to justice to recover the amount of the debt. A judicial expert was appointed to study the case and prepare a report that includes technical analysis. By tracking all bank statement operations, the loan amortization schedule, and the terms of the loan agreement. The expert concluded with an accurate determination of the amounts that the client must pay to the bank. Thereby, the expert contributed in resolving the dispute.

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