

International Comparative Legal Guides

Product Liability 2026

A practical cross-border resource to inform legal minds

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Contributing Editors:

Dr Adela Williams & Tom Fox

Arnold & Porter



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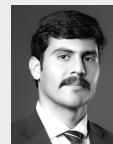
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1 Liability Systems

1.1 What systems of product liability are available (i.e. liability in respect of damage to persons or property resulting from the supply of products found to be defective or faulty)? Is liability fault based, or strict, or both? Does contractual liability play any role? Can liability be imposed for breach of statutory obligations, e.g. consumer fraud statutes?

Liability may be tortious, contractual, or criminal, depending on the nature of the act. If the act falls under Article 9 of the Consumer Protection Law No. 1 of 2010 (“Consumer Protection Law”), criminal liability is established under Article 10(1), which prescribes imprisonment for at least three months, a fine of no less than 1 million Iraqi Dinars, or both in the event of a violation of the provisions of Article 9 of the same Law.

Furthermore, liability is not limited to criminal sanctions, but also includes civil liability, whether tortious or contractual, depending on the nature of the legal relationship: if the obligation is statutory (imposed by the law), liability is tortious; and if the obligation is consensual (from an agreement), liability is contractual. In either case, civil liability establishes an entitlement to compensation.

1.2 Does the state operate any special liability regimes or compensation schemes for particular products, e.g. medicinal products or vaccines?

Regarding medical products, they are subject to rigorous state oversight, given their direct impact on human life. Iraq has issued several laws and regulations to manage this issue. For example, Instruction No. 2 of 2023 regulates the use of narcotics and psychotropic substances in medical manufacturing, and Article 8 of the Narcotics and Psychotropic Substances Law No. 50 of 2017 requires a special licence or approval to import such materials for medical purposes. Any violation of the laws and regulations results in civil or criminal liability, depending on the situation.

1.3 Who bears responsibility for the fault/defect? The manufacturer, the importer, the distributor, the “retail” supplier, or all of these?

Liability is borne by the party at fault. Whether it is the manufacturer, supplier, advertiser, or distributor, each party is responsible for their own fault based on their share of the fault:

no one else shall be held liable. In criminal cases, the principle of “personality of punishment” applies, meaning only the offender is punished. Similarly, in civil cases, only the party that committed the error is responsible for the damages.

1.4 May a regulatory authority be found liable in respect of a defective/faulty product? If so, in what circumstances?

If “regulatory body” refers to government agencies, then the responsible employee is held accountable if they fail to perform their duties. The employee may be punished in the criminal court if their error causes a criminal injury. In all cases, the employee is responsible to their superiors for such mistakes and will face investigation committees according to Articles 10 and 11 of the State and Public Sector Employees’ Discipline Law No. 14 of 1991 (“State and Public Sector Employees’ Discipline Law”). Liability does not fall on the organisation as a whole; instead, only the individual at fault is held responsible for their specific error.

1.5 In what circumstances is there an obligation to recall products, and in what way may a claim for failure to recall be brought?

Under Iraqi law, the obligation to recall is not set out in one single general article for all products. Instead, it appears through a combination of consumer protection rules, standardisation and quality control rules, and the specific regulatory framework that applies to the product in question. The clearest express recall wording appears in the Quality Mark Regulation, which requires the producer to withdraw its products from local markets and distribution and sale centres, at its own expense, where those products pose a risk to the health and safety of the consumer, the environment, or the national economy. The same regulation also requires destruction at the producer’s expense where repair is not possible, and repair where the product can be made compliant.

In parallel, the Consumer Protection Law imposes broader duties on suppliers and advertisers. It applies to manufacturers, importers, exporters, distributors, sellers, service providers, and advertisers. It requires the supplier and advertiser to ensure that the product’s full data, specifications, ingredients, country of origin, and dates of validity are properly stated before the product is placed on the market, sold, purchased, or advertised. It also requires compliance with Iraqi or international standards, prohibits the promotion of goods or services that do not meet approved standards, and prohibits fraud, concealment, misleading conduct, and the production, sale, display, or

advertising of goods that are not properly labelled or conceal their true status.

On that basis, a recall obligation may arise, in practical terms, in at least the following circumstances under Iraqi law:

- where the product creates a risk to consumer health or safety, the environment, or the national economy;
- where the product is not compliant with the applicable Iraqi or approved international standards;
- where a product carrying the quality mark is later found to be defective or not compliant with the relevant quality specification; or
- where the product is marketed with false, incomplete, or misleading data, especially where expiry, ingredients, warnings, or origin are not properly disclosed.

As to failure to recall, Iraqi law does not appear to create a separate named private cause of action called a “failure to recall claim”. In practice, the claim would usually be framed through one or more of the following routes.

First, a regulatory or administrative route may be started before the Consumer Protection Council and the competent inspection authorities. The Consumer Protection Council is expressly empowered to receive complaints, investigate them, issue appropriate decisions and recommendations, and direct a warning to the violator requiring removal of the violation within seven days from service, or move the case if the violation continues. The inspection committees are also tasked with notifying the competent authorities about damaged goods and goods that do not satisfy health and safety requirements, and to follow up the action taken with the relevant ministries. The Central Organization for Standardization and Quality Control also has authority to monitor product quality, examine complaints relating to product specifications and quality, and monitor compliance with Iraqi standards.

Second, the injured party may bring a civil compensation claim before the competent civil court. The Consumer Protection Law gives the consumer, and any interested party, the right to return goods and claim compensation before the civil courts where the required information was not provided and damage resulted. It also states that the supplier remains fully responsible for consumers’ rights in relation to its goods, products, or services. Under the Iraqi Civil Code No. 40 of 1951 (as amended) (“Iraqi Civil Code”), any act causing bodily harm gives rise to compensation, and any other wrongful interference that causes harm also gives rise to compensation. Moral damage is also compensable. The court may assess compensation by reference to the actual loss and lost profit that naturally resulted from the wrongful act, and, depending on the circumstances and at the request of the injured party, it may order restoration of the previous position or compel a specific act as compensation. In an appropriate case, this can support a claim not only for damages, but also for corrective action linked to removing the harmful product from circulation.

Third, where the facts amount to a criminal offence under the Consumer Protection Law, a criminal complaint may also be filed. The Law criminalises breach of Articles 7 and 8 and imposes a heavier penalty for breach of Article 9. Under the Criminal Procedure Code, the criminal case may be initiated by a written or oral complaint to the investigating judge, investigator, police station, or judicial officers, and any person who has suffered direct material or moral damage from the offence may join the criminal proceedings with a civil claim for compensation.

There is also room under the Civil Procedure Code for a preventive civil action where the harm is threatened but not yet

fully materialised. Iraqi procedure accepts a probable interest where there is a real fear of impending harm, and it also permits a claim intended to avoid a future or possible dispute. So, if a dangerous product remains on the market and a claimant can show a genuine risk, Iraqi procedure can support a claim aimed at preventing further harm, not only compensating harm after it occurs.

As such, under Iraqi law, a recall becomes obligatory once the product is shown to be dangerous or materially non-compliant, especially where it threatens consumer safety or violates applicable standards. A failure to recall claim is then usually brought as a regulatory complaint to the Consumer Protection Council and the standardisation authorities, a civil compensation claim under the Consumer Protection Law and the Iraqi Civil Code, and, where the facts justify it, a criminal complaint with a civil claim joined to the criminal case.

1.6 Do criminal sanctions apply to the supply of defective products?

The importation of defective products results in criminal liability, as established by Article 10 of the Consumer Protection Law. The first paragraph of this Article stipulates imprisonment for at least three months, a fine of at least 1 million Iraqi Dinars, or both. Meanwhile, the second paragraph prescribes a sentence of no more than three months or a fine not exceeding 100,000 Iraqi Dinars for violations of Articles 7, 8, and 9. Furthermore, the law offers a financial reward to anyone who reports any of the violations mentioned in these provisions.

2 Causation

2.1 Who has the burden of proving fault/defect and damage?

Generally, and under normal circumstances, the burden of proof lies with the plaintiff. This is established by Article 7 of the Iraqi Evidence Law No. 107 of 1979 (as amended) (“Evidence Law”), which states that the claimant must provide evidence while the denier must take an oath. However, this rule also applies to the defendant; if the defendant makes a claim that contradicts the apparent facts, the burden of proof shifts from the plaintiff to the defendant.

2.2 What test is applied for proof of causation? Is it enough for the claimant to show that the defendant wrongly exposed the claimant to an increased risk of a type of injury known to be associated with the product, even if it cannot be proved by the claimant that the injury would not have arisen without such exposure? Is it necessary to prove that the product to which the claimant was exposed has actually malfunctioned and caused injury, or is it sufficient that all the products or the batch to which the claimant was exposed carry an increased, but unpredictable, risk of malfunction?

If the harm leads to criminal liability, it is sufficient to prove either the direct cause or the sufficient cause to establish responsibility. In cases of civil liability, it depends strictly on the direct cause of the harm, meaning the result must be caused by the error or the defect. This is stipulated under the tort liability provisions of the Iraqi Civil Code, specifically in the section titled “Unlawful Acts Against the Person” (Articles 202–217).

2.3 What is the legal position if it cannot be established which of several possible producers manufactured the defective product? Does any form of market-share liability apply?

Civil liability cannot be based on mere suspicion. Article 166 of the Iraqi Civil Code stipulates that doubt must be interpreted in favour of the debtor. This provision applies to the case mentioned above, as there can be no liability without certainty; this rule holds true for both contractual and tortious liability.

Similarly, criminal liability cannot be established based on mere suspicion regarding the offender's conduct. There is no punishment without certainty, as it is unreasonable to penalise a person based on incomplete evidence. A trial judge will only issue a conviction once the evidence of guilt is complete, pursuant to Article 182/C of the Criminal Procedure Code.

However, it is important to note that such an assumption of anonymity is unlikely. Article 7 of the Consumer Protection Law requires the registration of all product-related data. Naturally, information regarding the manufacturer, the importer, and the licence number granted by the relevant authority must be recorded.

2.4 Does a failure to warn give rise to liability and, if so, in what circumstances? What information, advice and warnings are taken into account: only information provided directly to the injured party, or also information supplied to an intermediary in the chain of supply between the manufacturer and consumer? Does it make any difference to the answer if the product can only be obtained through the intermediary who owes a separate obligation to assess the suitability of the product for the particular consumer, e.g. a surgeon using a temporary or permanent medical device, a doctor prescribing a medicine or a pharmacist recommending a medicine? Is there any principle of "learned intermediary" under your law pursuant to which the supply of information to the learned intermediary discharges the duty owed by the manufacturer to the ultimate consumer to make available appropriate product information?

According to Article 7 of the Consumer Protection Law, manufacturers and importers are obligated to display all relevant data on the packaging or the product itself. Additionally, intermediaries are required to provide warnings and information regarding potential damages for each case. The manufacturer is not cleared of liability by the intermediary's warnings; conversely, the intermediary remains liable regardless of the manufacturer's warnings.

3 Defences and Estoppel

3.1 What defences, if any, are available?

Although Iraqi law does not formally recognise "estoppel" as a doctrine in the common law sense, similar outcomes are achieved through the general principles of the Iraqi Civil Code, particularly good faith, prohibition of abuse of rights, and civil liability based on harm and causation. These principles collectively shape how Iraqi courts assess reliance-based claims and, in turn, the defences available against them.

A primary defence is the absence of a clear and unequivocal representation. Iraqi courts are unlikely to uphold reliance on statements or conduct that are vague, informal, or legally uncertain. Without a sufficiently precise representation, the foundation of any estoppel-like argument collapses.

Closely connected is the lack of legitimate reliance. The claimant must show that their reliance was reasonable in the circumstances. Where reliance is speculative, negligent, or made in the face of clear contrary legal knowledge, courts will generally refuse protection.

Another key defence lies in the absence of damage and causal link. Under Iraqi civil liability principles, compensation requires proof of actual harm and a direct causal connection between the defendant's conduct and that harm. Without these elements, no claim can succeed, even if reliance is established.

A further and often decisive defence is illegality or conflict with public order. Any representation or expectation that contradicts mandatory legal rules cannot be enforced, regardless of reliance or fairness considerations.

The principle of good faith also plays a central role. A claimant who acts in bad faith, misuses informal assurances, or contributes to misunderstanding may be denied judicial protection, as Iraqi law does not protect abusive reliance. (Articles 7, 118, 150, 207, and 551 of the Iraqi Civil Code.)

3.2 Is there a state of the art/development risk defence? Is there a defence if the fault/defect in the product was not discoverable given the state of scientific and technical knowledge at the time of supply? If there is such a defence, is it for the claimant to prove that the fault/defect was discoverable, or is it for the manufacturer to prove that it was not?

Iraqi law does not expressly codify a "development risk" or "state of the art" defence in modern product liability terms; the concept is effectively accommodated within the general principles of civil liability under the Iraqi Civil Code. These principles are built around fault, causation and harm, allowing courts sufficient flexibility to exclude liability where a defect was objectively undiscoverable at the time of supply.

At its core, the development risk defence is based on the idea that a manufacturer should not be held responsible for defects that could not have been detected even if the most advanced scientific and technical knowledge available at the time had been applied. In such cases, liability is excluded because the law does not impose responsibility for risks that were scientifically unknowable provided the manufacturer acted in accordance with existing standards of care and industry knowledge.

Within the Iraqi legal framework, this defence is not treated as a standalone rule but rather as an application of absence of fault. Since liability generally depends on proving fault or fault-equivalent conduct, a manufacturer may avoid liability by demonstrating that the defect was not discoverable at the time of production or circulation despite adherence to prevailing scientific and technical standards.

The structure of proof follows the general rules of civil liability. The claimant must first establish three essential elements: the existence of a defect; the occurrence of damage; and a causal link between the two. Once these elements are proven, the burden shifts to the defendant manufacturer to raise and substantiate any exculpatory grounds including the development risk defence.

In practical terms, this means it is for the manufacturer to prove that the defect was not discoverable given the state of scientific and technical knowledge at the relevant time. This allocation of burden is justified by evidential logic as the manufacturer is better placed to demonstrate industry standards, scientific limitations and technological capabilities at the time the product was placed on the market. By contrast, it would be unreasonable to require the claimant to prove that a defect was discoverable within global scientific knowledge.

In conclusion, while Iraqi law does not formally recognise the development risk defence as an independent doctrine, it effectively achieves the same result through its general liability framework. The defence operates as a complete exclusion of liability where the defect was scientifically undiscoverable at the time of supply, and the burden of proving this remains firmly on the manufacturer once defect, damage and causation have been established by the claimant. (Articles 558, 559, 560, 561, 562 and 563 of the Iraqi Civil Code.)

3.3 Is it a defence for the manufacturer to show that he complied with regulatory and/or statutory requirements relating to the development, manufacture, licensing, marketing and supply of the product?

At the doctrinal level, civil liability in Iraq is primarily founded on fault, damage and causation. Within this framework, a manufacturer's compliance with applicable regulations is generally treated as evidence that they acted with due care and in good faith rather than as a standalone exoneration.

In practice, a manufacturer may rely on regulatory compliance to argue that they adhered to accepted technical standard safety requirements and legal obligations at the time the product was placed on the market. This can support the contention that no fault occurred particularly where the regulatory framework reflects the prevailing level of scientific and technical knowledge. In this sense, the manufacturer met all reasonable expectations of safety.

3.4 Can claimants re-litigate issues of fault, defect or the capability of a product to cause a certain type of damage, provided they arise in separate proceedings brought by a different claimant, or does some form of issue estoppel prevent this?

Iraqi law does not recognise issue estoppel as a separate doctrine preventing re-litigation of specific issues across different proceedings. Instead, it applies a narrower rule of *res judicata*, which binds only the parties to the original judgment. Accordingly, different claimants are generally free to litigate issues of defect, fault and causation independently, even where similar issues have been decided in earlier cases. (Article 105 of the Evidence Law.)

3.5 Can defendants claim that the fault/defect was due to the actions of a third party and seek a contribution or indemnity towards any damages payable to the claimant, either in the same proceedings or in subsequent proceedings? If it is possible to bring subsequent proceedings, is there a time limit on commencing such proceedings?

Under Iraqi law, a defendant may argue that damage was caused wholly or partly by a third party. Liability under the Iraqi Civil Code is based on fault, causation, and damage. If a third party is the sole cause, the defendant is exonerated for lack of causation. Where both contribute, courts apportion liability based on fault and causal contribution.

A defendant may seek contribution or indemnity either in the same proceedings (by joining the third party) or in separate proceedings after judgment. Such separate claims are subject to general limitation periods, usually running from knowledge of the damage and responsible party, and may be time-barred if not brought in time.

3.6 Can defendants allege that the claimant's actions caused or contributed towards the damage?

Iraqi law permits defendants to argue that the claimant's conduct caused or contributed to the damage. Depending on the circumstances, this may lead either to a complete defence (where the claimant is solely responsible) or a reduction in liability (where responsibility is shared), in line with the broader principles of causation and fairness embedded in the Iraqi Civil Code.

3.7 Are there any examples in your jurisdiction of legislation providing exemptions from product liability in respect of products produced and/or deployed in the context of a public health emergency?

Under Iraqi law, there are no specific statutory exemptions from product liability for products developed or deployed during a public health emergency. The legal framework governing product-related harm remains the general civil liability regime under the Iraqi Civil Code, which is based on fault, causation and damage – as it applies equally in both normal and emergency situations.

During the COVID-19 pandemic, Iraq considered legislative initiatives that would have partially exempted vaccine manufacturers and related entities from civil and criminal liability, shifting compensation responsibility to the state. However, these proposals reflected policy discussions rather than a permanent legal regime, and compensation mechanisms remained primarily state-based rather than providing full liability immunity to manufacturers.

4 Procedure

4.1 In the case of court proceedings, is the trial by a judge or a jury?

A single judge is responsible for hearing civil cases at the first instance level, as stipulated in Article 22 of the Judicial Organization Law No. 160 of 1979 (as amended). Regarding the second instance of litigation, the court consists of a panel of three judges: one president; and two members, in accordance with Article 17 of the same Law.

However, if the liability is criminal, the procedure varies depending on the nature of the act. If the offence is punishable by a prison sentence of no more than five years or a fine, it falls under the jurisdiction of the misdemeanour court and is heard by a single judge. On the other hand, if the penalty exceeds this limit, the case falls under the jurisdiction of the criminal court and is heard by a panel of three judges.

In all cases, Iraq does not implement a jury system in the judicial proceedings.

4.2 What is the standard of proof applied by the court? Does the court have to be satisfied of a fact "on the balance of probabilities" (i.e. more likely than not), "beyond all reasonable doubt" or to a different or more flexible standard?

The standard of proof varies depending on the subject matter. In such cases, the court applies two specific criteria: the subjective standard; and the objective standard. If the matter involves proving a physical fact, all methods of evidence are admissible; consequently, both standards are applied in this instance.

4.3 Does the court have power to appoint technical specialists to sit with the judge and assess the evidence presented by the parties (i.e. expert assessors)?

The court may rely on expert reports when issuing its judgment, and it frequently seeks expert assistance. This is permitted by Article 135 of the Evidence Law, which allows the trial court to consult experts to assess the extent of damages and determine the necessary compensation to redress the harm.

4.4 Is evidence introduced solely by the parties or may the court take evidence on its own initiative?

The parties have the right to submit evidence to support their claims, and the competent court has the authority to require any party to provide evidence in their possession. This is established by Article 9 of the Evidence Law, which empowers the judge to oblige any party to present the evidence they hold. If a party refuses to do so, their refusal is considered evidence against them.

4.5 Is there a specific group or class action procedure for multiple claims? If so, please outline this. Is the procedure "opt-in" or "opt-out"? Who can bring such claims, e.g. individuals and/or groups? Are such claims commonly brought?

Lawsuits generally differ only in their subject matter, the evidence involved, and the specific claims made. Procedural rules are largely uniform, except for certain cases exempted by law, which do not apply to this chapter. Regarding proceedings and court sessions in civil cases, the Civil Procedure Law No. 83 of 1969 (as amended) applies.

However, if the liability is criminal, the Criminal Procedure Law No. 23 of 1971 (as amended) governs the process. In the absence of a specific provision in the latter, the Civil Procedure Law is applied, particularly concerning judicial notifications. As for evidence, the Evidence Law applies to civil lawsuits, while the evidence sections within the Criminal Procedure Code apply to criminal cases.

4.6 Can claims be brought by a representative body on behalf of a number of claimants, e.g. by a consumer association?

Government bodies may file a lawsuit if the matter involves a breach of a statutory duty or if the case falls within that department's specific jurisdiction. For example, Article 5(4) of the Consumer Protection Law authorises the Consumer Protection Council to take legal action against any person violating the provisions of this law. This can occur after a formal warning has been issued, provided that seven days have passed since the date of the notice to remedy the violation, and the person has failed to do so.

4.7 May lawyers or representative bodies advertise for claims and, if so, does this occur frequently? Does advertising materially affect the number or type of claims brought in your jurisdiction?

The rules of disclosure depend on the intended recipient. Regarding the client, disclosure is not only permitted but is a duty under the Iraqi Legal Profession Law. However, the situation is entirely different concerning the public. Both the lawyer and the regulatory body are legally obligated to

maintain confidentiality regarding their work. It is prohibited to disclose secrets to the public, as the lawyer's primary obligation after representing the client to the best of their ability is the duty of confidentiality.

4.8 How long does it normally take to get to trial?

In civil cases, the lawsuit is filed directly with the competent court. However, if the matter falls outside the jurisdiction of the civil courts, the procedure is entirely different. In such instances, the trial is preceded by an investigative stage. The process varies depending on the nature of the case; therefore, it is impossible to provide a definitive or absolute timeframe for its completion.

4.9 Can the court try preliminary issues, the results of which determine whether the remainder of the trial should proceed? If it can, do such issues relate only to matters of law or can they relate to issues of fact as well, and if there is trial by jury, by whom are preliminary issues decided?

The court may take certain preliminary measures before proceeding with a lawsuit. These include urgent inspections, as stipulated in Articles 141 and 150 of the Civil Procedure Law under the category of summary justice. Additionally, precautionary detention, found in the same chapter, is another such measure. All these procedures are undertaken even before the formal commencement of the case.

4.10 What appeal options are available?

The appellant retains the same options available during the initial instance, with the exception of submitting new claims. Neither party is permitted to introduce new demands that were not presented before the court of first instance. This restriction is established by Article 191 of the Civil Procedure Law.

4.11 Does the court appoint experts to assist it in considering technical issues and, if not, may the parties present expert evidence? Are there any restrictions on the nature or extent of that evidence?

Yes, as has been previously stated.

4.12 Are factual or expert witnesses required to present themselves for pre-trial deposition and are witness statements/expert reports exchanged prior to trial?

They are not required to do so; instead, statements are submitted exclusively before the court. There is, however, one exception, as stipulated in Articles 10 and 11 of the State and Public Sector Employees' Discipline Law. If the error is committed by a public official, they must be interrogated by an investigative committee. In such cases, it is mandatory to hear witness testimonies as well as review expert reports.

4.13 What obligations to disclose documentary evidence arise either before court proceedings are commenced or as part of the pre-trial procedures?

According to Article 53 of the Evidence Law, the court may, either on its own initiative or at the request of one of the parties,

compel the production of documentary evidence in a party's possession. This occurs after specifying the nature and content of such evidence, along with providing indicators that the other party holds it. Based on this provision, a party is obliged to produce the specified evidence even if it was not disclosed, provided the opposing party has submitted proof of its existence in their possession.

4.14 Are alternative methods of dispute resolution required to be pursued first or available as an alternative to litigation, e.g. mediation, arbitration?

No legal action is exempt from the requirement of follow-up; however, the law does not strictly require a settlement to be judicial, as it may be reached out of court. This is stipulated in Article 711 of the Iraqi Civil Code, which requires a settlement to be made either in writing or via an official record. Accordingly, an out-of-court settlement is valid provided it is in writing; here, "writing" does not necessarily imply an official government document, but rather the formal requirement that the settlement must take a written shape.

Regarding the aforementioned question, both mediation and arbitration require follow-up. Even if this is not done prior to the proceedings, it is necessary to obtain approval for the arbitrator's decision and have it ratified by the competent court, as established by Article 272 of the Civil Procedure Law.

4.15 In what factual circumstances can persons that are not domiciled in your jurisdiction be brought within the jurisdiction of your courts either as a defendant or as a claimant?

Depending on the need for specific answers, either party, or the court on its own initiative, may request a third party to the lawsuit, either as an adversarial or joining party. This is permissible if the third party has a direct connection to the case or if they would be adversely affected by the final judgment. In such instances, an additional person may be introduced as either a plaintiff or a defendant in the proceedings.

4.16 May hearings take place or witness evidence be given virtually via teleconferencing or other technical methods?

Testimonies cannot be conducted virtually, even if the witness is abroad. Instead, their testimony must be heard by the Ministry of Foreign Affairs via the Iraqi Consul or an authorised representative, in accordance with Article 16 of the Evidence Law. Through this method, the opposing party is interrogated and required to take an oath. Consequently, virtual hearings do not exist under Iraqi law, as the aforementioned Article provides a solution for any obstacles that witnesses or the parties to the lawsuit might face.

5 Time Limits

5.1 Are there any time limits on bringing or issuing proceedings?

Yes, this is stipulated in Article 5(4) of the Consumer Protection Law: "A formal warning shall be issued to the violator, mandating the removal of the violation within seven (7) days from the date of notification. Failure to comply by the end of this period, should the violation persist, results in further legal consequences."

5.2 If so, please explain what these are. Do they vary depending on whether the liability is fault based or strict? Does the age or condition of the claimant affect the calculation of any time limits and does the court have a discretion to disapply time limits?

The Consumer Protection Law does not stipulate any specific statutory periods for filing a lawsuit. However, Article 5(4) of the Consumer Protection Law specifies a particular timeframe for warnings: a seven-day period. This warning is issued by the Consumer Protection Council to remedy the violation, if one exists, prior to the commencement of legal proceedings.

In all other instances, the provisions of the Civil Procedure Law shall apply.

5.3 To what extent, if at all, do issues of concealment or fraud affect the running of any time limit?

Regarding concealment and fraud, these factors do not affect the statutory periods for filing appeals, such as the deadlines for appellate and cassation reviews. These periods begin to run from the date of notification. However, they directly affect the court judgment itself, and the judgment can be challenged before the court of cassation if concealment and fraud was proven.

6 Remedies

6.1 What remedies are available, e.g. monetary compensation, injunctive/declaratory relief?

Compensation is the remedy for civil liability. It is the means employed by the judiciary to eliminate harm or mitigate its impact. Thus, it differs significantly from punishment. The objective of punishment is to deter and discipline the wrongdoer, whereas the purpose of compensation is to redress and repair the harm. Consequently, the severity of the fault greatly influences the magnitude of the punishment, while compensation is based strictly on the harm caused, regardless of the degree of fault.

The court of cassation has ruled that: "Compensation awarded to the injured party should not be considered a punishment for the opponent or a source of profit for the claimant. Rather, it is meant to redress the harm, meaning it must be proportionate, neither exceeding nor falling short of the actual damage. Harm in this context includes the loss suffered and the lost earnings, provided they are a natural consequence of the harmful act."

Accordingly, compensation for the destruction of movable or immovable property covers repair costs and the loss of benefit from the date of damage until the date of repair. Similarly, compensation for bodily injury includes medical expenses, loss of income, and the physical pain and suffering resulting from the injury.

While compensation typically consists of a sum of money equivalent to the harm suffered, it may be awarded in-kind in certain cases. For example, if a person builds a wall that obstructs a neighbour's light, the judge may order the demolition of the wall, which constitutes restitution in-kind.

6.2 What types of damage are recoverable, e.g. damage to the product itself, bodily injury, mental damage, damage to property?

In the Iraqi Civil Code, the term "recovery of damages" is not

used. Instead, the legislator adopted the concept of compensation as the legal consequence of liability. Compensation is intended to redress the harm suffered by the injured party, whether material or moral.

Compensation takes two primary forms:

1. Restitution in-kind: This is the preferred method when possible. It aims to restore the situation to its state prior to the occurrence of the harm, such as:
 - Repairing the damaged item.
 - Removing the cause of the harm.
 - Restoring the *status quo*.

Note: This type is conditional upon the feasibility of execution and must not impose an undue burden on the debtor.
2. Monetary compensation: This is the most common form in practice. It requires the liable party to pay a sum of money, assessed by the judge, to redress the harm. This includes:
 - The loss suffered by the injured party.
 - Loss of profit (lost earnings).
 - Compensation for moral damage, where applicable.

The assessment of the amount is left to the court's discretionary power, provided it is equivalent to the direct harm.

In connection with the types of damages (physical, material, moral, and property damage), these are not “recovered” themselves; rather, they are compensated through one of the two forms above, depending on the nature of the harm and the possibility of its removal.

In summary, damages under Iraqi law are not subject to recovery but are redressed through compensation. This is either in-kind, by restoring the original state, or monetary, through a court-assessed sum equivalent to the harm caused.

6.3 Can damages be recovered in respect of the cost of medical monitoring (e.g. covering the cost of investigations or tests) in circumstances where the product has not yet malfunctioned and caused injury, but it may do so in future?

Under the Consumer Protection Law, the consumer and any interested party have the right, should they fail to obtain the information stipulated in Article 6, to return the goods, either in whole or in part, to the supplier. Furthermore, they are entitled to seek compensation before the civil courts for any harm caused to them or their property as a result.

6.4 Are punitive damages recoverable? If so, are there any restrictions?

The provisions for moral damage compensation are fundamental issues within the Iraqi Civil Code. The legislator expanded the scope of legal protection to encompass not only material damages but also those affecting an individual's feelings, reputation, and moral integrity. The Iraqi Civil Code regulates this type of damage, outlining its circumstances, scope, and the persons entitled to claim it, in addition to restrictions regarding its transferability. Within this framework, Article 205 affirms the principle of liability for anyone who infringes upon the moral rights of others and establishes the specific provisions for relevant compensation.

6.5 Is there a maximum limit on the damages recoverable from one manufacturer, e.g. for a series of claims arising from one incident or accident?

There is no maximum limit on the damages recoverable from a

single manufacturer; rather, liability is determined in accordance with the regulations and conditions stipulated by law. Article 8 of the Consumer Protection Law states that the supplier bears full liability for consumer rights regarding their goods, products, or services. This liability remains effective throughout the agreed-upon warranty period.

Furthermore, Article 6(c) stipulates the necessity of providing proof of purchase for any goods or services received. This documentation must specify the value of the item, the date of purchase, its specifications, quantity, volume, type, and price.

6.6 Do special rules apply to the settlement of claims/proceedings, e.g. is court approval required for the settlement of group/class actions, or claims by infants, or otherwise?

Yes, there are specific rules for settling claims in the Iraqi Civil Code. The legislator has regulated the Settlement Contract as a means of resolving disputes between parties.

Article 698 stipulates that: “Settlement is a contract that resolves disputes and terminates litigation by mutual consent.”

Furthermore, Article 712 states that: “Once a settlement is reached, neither of the parties may rescind it.”

Accordingly, it is clear that, under Iraqi law, a settlement is considered a binding contract that conclusively terminates the dispute between the parties. It may not be revoked after its conclusion in accordance with the provisions of the law.

6.7 Can Government authorities concerned with health and social security matters claim from any damages awarded or settlements paid to the claimant without admission of liability reimbursement of treatment costs, unemployment benefits or other costs paid by the authorities to the claimant in respect of the injury allegedly caused by the product? If so, who has responsibility for the repayment of such sums?

Government authorities in Iraq consistently strive to safeguard public funds. Consequently, if the compensation awarded to a plaintiff includes items already covered by the state, such as medical bills, the Iraqi judiciary tends to prevent double recovery. The state may claim reimbursement for the amounts it has paid, based on the legal principle of preventing unjust enrichment at the expense of the public treasury.

7 Costs / Funding

7.1 Can the successful party recover: (a) court fees or other incidental expenses; and (b) their own legal costs of bringing the proceedings, from the losing party?

The party in whose favour the judgment is rendered may request the court to oblige the opposing party to pay the court fees and legal expenses. In such cases, the court has the authority to order the other party to pay the aforementioned amounts. Furthermore, this request can be made even at the appellate stage, as stipulated in Article 192 of the Civil Procedure Law.

7.2 Is public funding, e.g. legal aid, available?

Public funding is available. However, it is strictly conditional upon the state of poverty. Legal aid is only granted under specific circumstances, namely when the applicant is indigent or when the aid is provided to a charitable organisation, as stipulated in Article 292 of the Civil Procedure Law.

Furthermore, there must be a strong probability that the applicant will succeed in the lawsuit. If both conditions are met, the state of poverty and the likelihood of winning the case, the court shall decide to defer the collection of fees until after the judgment is issued, at which point they are collected from the losing party. Similar provisions are established in Articles 30 and 31 of the Judicial Fees Law No. 114 of 1981 (as amended) (“Judicial Fees Law”).

7.3 If so, are there any restrictions on the availability of public funding?

Public funding is available. However, it is strictly conditional upon the state of poverty. Legal aid is only granted under specific circumstances, namely when the applicant is indigent or when the aid is provided to a charitable organisation, as stipulated in Article 292 of the Civil Procedure Law.

Furthermore, there must be a strong probability that the applicant will succeed in the lawsuit. If both conditions are met, the state of poverty and the likelihood of winning the case, the court shall decide to defer the collection of fees until after the judgment is issued, at which point they are collected from the losing party. Similar provisions are established in Articles 30 and 31 of the Judicial Fees Law.

7.4 Is funding allowed through conditional or contingency fees and, if so, on what conditions?

Such funding arrangements are not permitted regarding court fees or even attorney fees. This is because a lawyer’s work is classified as an obligation of due diligence rather than an obligation to achieve a specific result. Therefore, any such condition is considered null and void; furthermore, it exposes the lawyer to disciplinary liability before the Iraqi Bar Association.

7.5 Is third-party funding of claims permitted and, if so, on what basis may funding be provided?

There is no third-party funding in Iraq, contrary to other comparative legal systems. Instead, there is the legal aid system previously mentioned. Under this system, funding is not provided by an external party; rather, the court defers the collection of fees until the judgment is issued. This remains subject to the aforementioned conditions, like the applicant’s state of poverty and the likelihood of a favourable ruling.

7.6 In advance of the case proceeding to trial, does the court exercise any control over the costs to be incurred by the parties so that they are proportionate to the value of the claim?

Certainly. The Iraqi legislator did not leave this matter unregulated. It is governed by the Judicial Fees Law. Article 10 of this Law stipulates that the fees imposed on any lawsuit petition shall not exceed 50,000 Iraqi Dinars. This provision clearly indicates government oversight regarding judicial fees. Furthermore, Article 17 of the same Law specifies the percentage to be collected for each lawsuit at 2%, provided that the amount is not less than 10,000 Iraqi Dinars and does not exceed 50,000 Iraqi Dinars.

8 Updates

8.1 Please outline the approach taken to date by the courts in your jurisdiction in relation to product liability for new technologies such as artificial intelligence, machine learning, and robotics, and identify the ways in which this approach differs (if at all) from the approach taken with other products.

To date, there does not appear to be a settled body of Iraqi court decisions dealing specifically with product liability for artificial intelligence (“AI”), machine learning, or robotics as a separate category of products. In the absence of a dedicated statutory regime or clearly established case law on these technologies, the Iraqi courts would most likely address such disputes by applying the ordinary rules of civil liability already available under Iraqi law, particularly the general principles of fault, damage, and causation, together with Article 231 of the Iraqi Civil Code, which deals with liability for mechanical machines and other things requiring special care to prevent harm. This position is also reflected in material published through the Iraqi Supreme Judicial Council, which expressly refers to a legislative vacuum in relation to self-acting smart machines and notes that the current civil law framework does not clearly regulate liability for damages caused by AI.

Accordingly, the present Iraqi approach does not seem to differ in principle from the approach taken with other products. The courts would still be expected to examine the usual questions, namely whether there was a legally relevant defect or wrongful act, whether actual damage occurred, who had control over the product or system, and whether a causal link can be established between the relevant act or defect and the damage suffered. In this respect, an AI-enabled product would likely be analysed through the same existing liability structure rather than through a distinct AI-specific doctrine.

The main difference, at least at this stage, is therefore practical rather than doctrinal. With conventional products, the potentially responsible party is usually easier to identify. By contrast, with AI, machine learning, and robotics, the allocation of responsibility may be more difficult because the damage may stem from design, programming, data input, autonomous decision making, operation, or supervision. The same Supreme Judicial Council material highlights this difficulty and suggests that Iraqi legislation should be amended so that liability can more clearly extend, where appropriate, beyond the user or operator to other persons involved in the creation of the technology, such as the programmer, designer, and producer.

In summary, the position under Iraqi law is that new technologies are, for the time being, likely to be treated under the same general civil liability framework that applies to other products, but with greater uncertainty in identifying the legally responsible person and in fitting autonomous or self-learning systems within the traditional wording of the Iraqi Civil Code. No clear Iraqi product liability doctrine specific to AI or robotics appears yet to have been established in the publicly available materials reviewed.

8.2 If relevant for your jurisdiction, what impact do you anticipate as a result of the revised disclosure requirements under the new EU Product Liability Directive?

For Iraqi jurisdictions, where product liability remains governed by general civil principles of fault, causation, and damage under the Iraqi Civil Code, the EU development may have three main indirect effects.

First, it is likely to influence judicial reasoning in comparative cases involving technical products. Iraqi courts sometimes rely on foreign legal developments as persuasive guidance in the absence of domestic legislation on complex technologies. The EU's move toward structured disclosure may therefore encourage a more evidence disclosure-oriented approach in technically complex disputes.

Second, it may increase expectations of corporate transparency. Multinational manufacturers operating in Iraq may adopt EU-compliant disclosure and documentation practices globally to ensure consistency across jurisdictions, indirectly raising evidentiary standards in Iraqi litigation involving those same products.

Third, the new EU Product Liability Directive strengthens claimant access to evidence in AI- and software-related claims, reflecting a broader international trend toward reducing information imbalance in product liability litigation. This could gradually influence Iraqi courts to place greater weight on expert disclosure and technical documentation when assessing defect and causation.

However, a key difference remains. Unlike the EU, Iraqi law does not currently contain statutory mechanisms for compelled pre-trial disclosure in product liability cases, nor does it shift burdens of proof in a structured way. As a result, any impact in Iraq is likely to be indirect and incremental rather than doctrinal or legislative.

8.3 Please identify any other significant new cases, trends and developments in Product Liability Law in your jurisdiction.

Product liability law in Iraq remains firmly grounded in the general principles of civil liability under the Iraqi Civil Code, based on fault, damage, and causation. There is still no

specialised product liability statute or a clearly developed line of modern appellate case law, and courts continue to approach defective product claims through traditional tort and contractual principles.

A key practical development is the increasing reliance on expert and technical evidence, particularly in complex cases involving pharmaceuticals, medical devices and industrial products. Courts increasingly depend on specialist reports to establish defect, causation, and the applicable standard of care.

There is also a noticeable focus on health-related products, especially medicines and vaccines, reflecting heightened public sensitivity rather than doctrinal change. Courts continue to emphasise regulatory compliance, warnings and distribution responsibility, while still requiring proof of fault.

Importantly, Iraq has not moved toward a strict liability regime for defective products. Fault remains central, and claimants must still establish negligence or fault-equivalent conduct even in cases involving dangerous or complex products.

In newer disputes involving digital technologies and AI-related systems, comparative legal reasoning is beginning to appear in academic and expert discussions, but this has not yet translated into settled judicial doctrine. Any influence from foreign systems remains persuasive rather than binding.

Overall, product liability law in Iraq is evolving slowly and incrementally through judicial practice rather than legislative reform. The core framework remains traditional, with the most significant developments occurring in evidentiary practice rather than substantive legal doctrine.



Mustafa Muayad, the distinguished Founder and Managing Partner of Muayad & Associates, stands as a beacon of legal expertise with over 14 years of specialised experience in corporate and commercial law. His proficiency lies in guiding businesses through the complexities of corporate structures, from inception to execution, and in navigating the intricate world of commercial agreements in fields as diverse as construction, leasing, and joint ventures. Mustafa's adeptness in employment law, covering aspects like policy formulation, contract negotiations, and dispute resolution, makes him a trusted advisor in the labour sector.

Mustafa's career is marked by notable roles, including serving as Legal Counsel for Huawei Technologies Co., where he was instrumental in legal compliance, particularly in telecommunications, contract management, and labour dispute resolution in Iraq's southern region. His tenure at Al Tamimi & Company from 2015 to 2018, as an Associate in the Corporate & Commercial Department, further solidified his reputation. There, he provided comprehensive legal counsel across sectors, including banking, energy, telecommunications, and pharmaceuticals, advising on operational strategies, compliance, and contract management in Iraq.

Mustafa's expertise extends to representing both local and international clients in high-stakes disputes at various judicial levels, covering sectors like oil and gas, banking, general services, and transportation, demonstrating his prowess in both defensive and plaintiff capacities.

Muayad & Associates

Al Ma'moon, Urdon St., Bldg No. 153, Floor 5, Baghdad
Iraq

Tel: +964 780 144 5441

Email: mustafa@muayadandassociates.com

LinkedIn: www.linkedin.com/in/mustafa-muayad



Mustafa Najeeb Tuama is an Associate in the Corporate Structuring team at Muayad & Associates, specialising in legal operations, regulatory compliance, and corporate governance frameworks. He is recognised for his ability to design and implement structured Standard Operating Procedures (SOPs) aligned with Iraqi law and international corporate governance standards.

With over four years of experience across leading Iraqi law firms and corporate environments, Mustafa has developed a strong track record in transforming complex legal and regulatory obligations into clear, structured, and auditable operational systems. His work supports regulatory compliance, risk mitigation, and sustainable legal operations for both local and international clients.

Muayad & Associates

Al Ma'moon, Urdon St., Bldg No. 153, Floor 5, Baghdad
Iraq

Tel: +964 780 144 5441

Email: mustafa.najeeb@muayadandassociates.com

LinkedIn: www.linkedin.com/in/mustafa-n-tuama-882559266



Hassan Al Masoudi is an Associate at Muayad & Associates, working within the Corporate Structuring team. He possesses extensive practical experience in structuring and incorporating national companies and establishing branches of foreign companies in Iraq. His work is conducted in accordance with the provisions of the Companies Law No. 21 of 1997 (as amended) and the Regulation of Foreign Company Branches No. 2 of 2017. Additionally, Hassan specialises in the registration of regional and local companies with the Ministry of Labour and Social Affairs, ensuring their legal compliance under the Iraqi Labour Law No. 37 of 2015 and the Social Security Department pursuant to the Retirement and Social Security Law for Workers No. 18 of 2023.

Muayad & Associates

Al Ma'moon, Urdon St., Bldg No. 153, Floor 5, Baghdad
Iraq

Tel: +964 780 144 5441

Email: hassan.fadhil@muayadandassociates.com

LinkedIn: www.linkedin.com/in/hassan-al-masoudi-31b140318



Abdulrahman Dhia Al-Obaidi is an Associate at Muayad & Associates, specialising in the Litigation Department. He possesses extensive experience in legal practice, court procedures, and case management. Abdulrahman is dedicated to identifying the most effective legal solutions that align with his clients' best interests, particularly within the fields of civil, labour, and commercial law. He is a meticulous researcher, constantly seeking the latest legal and judicial developments relevant to his practice. Throughout his career, he has successfully identified critical legal defences, safeguarding his clients' rights across numerous civil and labour disputes.

Muayad & Associates

Al Ma'moon, Urdon St., Bldg No. 153, Floor 5, Baghdad
Iraq

Tel: +964 780 144 5441

Email: abdulrahman.dia@muayadandassociates.com

LinkedIn: www.linkedin.com/in/lawyer-abdulrman-d-17ab503a2

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