

# The Effectiveness of the Settlement Agreement Arising from the Mediation Process

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## Abstract

In this paper the researchers will discuss in some detail a study of the authoritative final settlement agreement resulting from the mediation process, and the scope of the effects of the settlement agreement in terms of the persons and the power of the court to modify or reject the Settlement Agreement. At the end of this article the researchers found that: The judicial nature that is characteristic of the mediation process, including the final settlement agreement of the conflict parties to the conflict, which contributes to edit, must also be respected when implementing the final agreement. As the will of both parties contributed to the preparation and completion of the agreement must contribute to its implementation in a friendly way without the need to resort to the executive formula. Resorting to mediation and acceptance of the behavior of this ruler involuntary committing both sides to implement loving final agreement. The final agreement resulting from mediation has all the legal ingredients to produce all the effects of similar judicial rulings, once edited become a power of res judicative for the Moroccan legislation, and the same goes for Jordanian legislation as a result of approved by the competent judge. If the appendix by executive formula it becomes completely like the judicial ruling. In the sense that resorting to mediation ensures friendly and rapid solution to the conflict with judicial rulings characteristics with respect to evidentiary and executive force of the Settlement Agreement. Finally, hope the gentlemen judges when monitoring conciliation agreement resulting from mediation to take into account the consensual nature and involuntary mediation process, including the final agreement and avoid hyperbole in the interpretation of the nature of public order when monitoring the health of this Agreement.

**Keywords:** The final settlement agreement, Conciliation agreement, Jordanian legislation, Moroccan legislation, Mediation Process

## 1. Introduction

Ending the conflict between the parties consider the main purpose of mediation, so the culmination of this process by a final agreement stems from the will of the parties to the conflict based on the mediation process as a whole, so the legislature codified the settlement agreement and try to arrange its legal effects. As the mediation process as a whole is based on the will of the parties and their willingness to find a solution to the conflict is the basis, the result is a logical side of the conflict's commitment to implementing the settlement agreement involuntarily or voluntarily.

Similarly, the final settlement agreement should pass through formal stages in terms of the signing of the parties and the mediator and the endorsement of the competent judge. So that if one of the parties declined to sign on what has been agreed verbally, then the agreement does not have any legal effect.

The question that arises here do acquire the final settlement agreement, after approval by the competent judge, described as the definitive ruling in the sense that it settled the dispute in its entirety or in part, or in a matter of spin about whether the matter related to the law or the facts.

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And is it the final agreement that reached by the parties through mediation, after the signature of the parties and the mediator and the endorsement of the competent judge considered to be a court ruling him Authentic judicative matter, and here lies the effectiveness of the settlement agreement and the legal impact upon the extent of compulsory for the parties and highlights the importance of mediation as a way alternative to resolve disputes and how authoritative and compulsory agreement of the parties and the possibility of challenging it.

In this paper we will discuss in some detail study the authoritative final settlement agreement resulting from the mediation process (First Section), and the scope of the effects of the settlement agreement in terms of the people and the power of the court to modify or reject the Settlement Agreement (Second Section).

## 2. First demand: Authentic settlement agreement resulting from the mediation process

In this section we will cover for an authentic settlement agreement resulting from the mediation process (first paragraph) before exposure to possible endorsement by the judge or the executive as its appendix (second paragraph).

## **2.1. First paragraph: self authentic with the settlement agreement**

It is known that the mediation process ends either the agreement of the parties to settle their dispute or not to agree on a settlement and thus the process fails and refers the dispute to the judiciary or arbitration to take chapter in the conflict.

If the mediator to reach a settlement of the dispute, it means that the mediation efforts have been successful, and this requires the signing parties to the Convention, with the possibility of recourse to a competent judge to approve the agreement, in which case the Convention as the final judgment does not accept the appeal, and be enforceable with the implementation departments competent.

Hence, the final settlement resulting from the mediation agreement and after going through the procedural stages in terms of the signing of the parties and the mediator is gaining strength thing judicative, it can also be appended executive format, in which case none of the parties to the dispute appeal may be of this Agreement by all means of appeal, which means that the final agreement resulting from mediation Just like the judicial ruling that reaches to the level where it becomes unchallengeable by any method of appeal, and this advantage enjoyed by the settlement agreement.

It is therefore considered to be a definitive court ruling, and it may not be for the parties to the dispute, which was settled through mediation that raises once again the dispute before the courts because this right expire conclusion of the mediation agreement.

Similarly, the final settlement agreement resulting from mediation is characterized by the binding force that result from the mediation contract as the parties are obliged to respect their findings of the agreement, whether positive or negative obligations.

Thus, if one of the parties before the court stayed proceedings have already been settled theme final agreement before the mediation it is the other party may raise the pay front perspective court hearing the dispute had already adjudicated.

In this case the Court to consider this payment before the subject of the proceedings; because that payment of the defenses that relate to public order.

Jordanian legislator has been considered a final settlement resulting from the mediation process after the agreement ratified as a final judgment, as explained in Article 7/b of the Jordanian mediation Law No. (12), of the year 2006: That if the mediator reaches to a settlement to the conflict in whole or in part to provide case management judge or magistrate to report this, and accompanied by the signed settlement agreement of the parties to the conflict to its ratification, and considers this Convention after ratification as a final judgment. Here we find that the Jordanian legislator considered the final settlement agreement categorically ruled him any power of res judicative so that none of the parties to the dispute may appeal this Convention to any judicial authority.

The Moroccan legislature has explicitly provided in Chapter 327/69 from the Moroccan Civil Procedure Code that is of conciliation between the parties the power of judicative, it can be appended to the executive as, to this end, the president of the competent court locally to decide on the merits of the dispute is competent to give the executive formula.

French legislator between judicial mediation organizations has been characterized by a decree in 1975 and the mediation of the Organization agreement under the provisions of the 2012 decree, system used for judicial mediation allows a judge to the approval of the parties to the conflict to choose someone entrusted to him to mediate between the parties to the task of resolving the dispute amicably (Article 131-1 of the French Civil Procedure Code) after the mediation process finishes were the judge news either successfully process or failure, as the judge approves party agreement at the request of them (Article 131-12). French legislator did not mention the nature of the settlement agreement raised Do it comes to a force of judicative thing or not agreement.

Regarding the mediation agreement was allotted legislator articles 1532 to 1535 of the Civil Procedure Code. This type of mediation is based on the agreement the parties outside the judicial ruler. French legislator has pointed to the possibility of ratification of the final agreement by the judiciary at the request of the parties (Article 131-12) after the agreement be approved by the judiciary it can be implemented in all member states of the European Union in accordance with Article 1535 of the Civil Procedure Code, which refers to Article 6 of the guideline of the European Parliament and the Council on certain aspects of mediation in civil and commercial field.

In general, the Moroccan legislature was more successful than the Jordanian legislator so that the text explicitly that the settlement agreement "document Magistrate" gaining strength judicative. Thus when the appendix to this agreement as the executive it cannot be any of the parties to the dispute challenged before any judicial authority.

The question here is the extent to which extends the scope of the power of judicative in the Settlement Agreement?

We believe that the final authentic settlement agreement will be as stated in the terms of the final agreement, or that the agreed items in the final agreement, which is gaining strength by the appropriate thing. The things that are not included in the final settlement agreement are not gaining strength judicative because they were not within the terms of the agreement.

Therefore, the partial agreement which relates to part of the facts of the case, it is gaining power of judicative for as stated in partial agreement. The issues that are not agreed upon are not gaining strength judicative.

The exception by power of the judicative must be available for the three conditions the Federation of opponents and place and reason.

If one of the parties submit the final settlement agreement on the grounds in front of the judiciary and raised the other party a boost that the dismissal of the already adjudicated under the settlement agreement and acquisition power of judicative, it is required to pay the availability of the aforementioned conditions in terms of union opponents and shop and why the sense that it does not have to be adversaries in Convention and replaces the agreement and why are the same in the lawsuit filed in court until exception arises.

If the three above-mentioned conditions are not met, it is no scope for the existence of the exception by power judicative.

So we conclude from the foregoing that the acquisition of the final settlement agreement the power of judicative are very important features for a mediation so that advantage if they do not acquire the final agreement the power of judicative, it is no benefit for a mediation as the main objective of the mediation process shortcut litigation and not prolong conflict.

## **2.2. The second paragraph: the appendix to the settlement agreement as the executive and problematic implementation**

Previously we knew that if the mediator succeeded in resolving the conflict through and it means that the mediation efforts are in this case has been successful, and the consequences of this agreement are several traces of the most important (for the Jordanian law) to report to the judge includes a settlement signed by the parties and the mediator agreement so as to ratification by the competent judge or footer as the executive.

As the Moroccan legislator mediation agreement Law, in a document Magistrate resulting from mediation is gaining strength judicative following the signing by the parties and the mediator without the need for ratification by the judiciary, but could footer conciliation resulting from mediation as executive as noted above. In the sense that it does not need, in the Moroccan law, to authenticate the judge signed the settlement agreement to become binding on the parties or arrange effects.

As long as the original in the Settlement Agreement (document conciliation) resulting from mediation derived from the common will serve the interests of the parties, the destiny is in the voluntary implementation so that the parties to the conflict to implement what has been reached as a result of mediation, but if he refuses to one of the parties for the implementation optionally it to the party the other the right to resort to force departments in accordance with applicable legal rules on the grounds that the final settlement Agreement, upon ratification or footer as the executive acquires the rule of judicial decisions in the implementation, and therefore enforceability to the competent execution departments.

Hence, we find that the Settlement Agreement (document conciliation) cannot be carried out by the competent implementation services only after they are administered Executive formula so that if given the executive version of the person concerned can be submitted to the competent departments of implementation to be executed.

The document conciliation after its ratification by the executive or appendix as they gain status and power of hyperbolic judgment judicative and thus implemented as any definitive judicial ruling issued by the competent courts.

In light of this, we find that the Jordanian legislator explained in Article 7 / b of mediation Law No. (12) of 2006 that if the mediator to reach a settlement to the conflict in whole or in part, submit to the case management judge or justice of the peace so reported and accompanied by the signed settlement to the conflict agreement for ratifying and consider this Convention after ratification as a final judgment.

Through this text we see that the Jordanian legislator enjoined the ratification of the settlement agreement by the referral judge even considered as a final judgment is subject to appeal by any method of regular appeal, but if they are not validated by the referral judge they do not acquire the status definitive ruling and therefore cannot be implemented the competent execution departments.

In contrast, we find that the Moroccan legislator In chapter 327/68 from the Moroccan Civil Procedure Code in the last paragraph subjected conciliation reached by the parties for his health and Thriller with the requirements of Section IX the second book of the Obligations and Contracts Act, taking into account Chapter 327/69 of the Civil Procedure Code which that agreement final settlement reached by the parties with the help of the mediator is a reconciliation, and therefore resorting to the provisions of the seasons 1099 to 1104 from the Moroccan and contracts, which are regulated by conciliation as a decade of contracts called the law of obligations.

Chapter 327/69 of the Civil Procedure Code also explained that it is of conciliation between the parties the power of judicative, it can be appended as executive; to this end, the president of the competent local court to decide on the merits of the dispute is competent to give the executive formula.

We conclude from these texts that the Moroccan legislator said the mediation agreement made peace, and

that this conciliation is gaining force of judicative thing as none of the parties may be challenged by this Agreement by all means of ordinary appeal, and therefore the person concerned can implement this agreement by the competent execution departments after they are appended executive as by the president of the competent court.

Through texts that the mediation process in the Moroccan legislation and the law governing the Jordanian mediation, we find that arise several executive problematic both in Moroccan legislation or in the Jordanian legislation, and these problems need to address the legislature.

In the Moroccan legislation confusion arises in the absence of appendix the agreement of the Executive as by the president of the court and refrain one of the parties on the implementation of this agreement, and in light of this resort the second party to eliminate according to the general rules of the obligations, and this of course is not commensurate with the purpose and the main aim of the mediation of easing the burden for judges as well as the speed in ending the conflict.

And this problematic need to addresses the legislature so that the agreement starting voluntary and stems from the will of the parties, and originally it does not require the executive as its appendix and therefore is effective immediately upon signature by the parties and the mediator.

That's what it goes some Anglo-Saxons systems as in the United States and Britain, as we find that the final settlement agreements are not footer as the executive as the final settlement agreement unenforceable once signed by the parties and the mediator.

The provisions of Article 327/69 of the Moroccan Civil Procedure Code refer to appendix as Executive conciliation, meaning that the appendix agreement as the executive is optional, and this leads very often to refrain from force.

And thus was the first Moroccan legislator explicitly on the necessity of appendix the final settlement agreement executive agreement so as to become a bond executive enforceable according to the procedures followed in implementing the relevant departments.

The chapter raises 327/69 Last problematic in terms of implementation the competent judicial authority appending document as Executive conciliation as the second paragraph gave the competence of the President of the competent court locally to give the executive formula.

Here Are the Vice President or the judges in the competent court can appendix as executive agreements on behalf of the President of the Court while it is stated explicitly that the President of the Court is competent?

In fact, the practical fact, the terms of reference of the President of the Court manifold of them relating to legal work, including the respect of administrative work and therefore the inventory jurisdiction President of the Court in which fatigue president in addition to the possibility of delay in deciding on the appendix applications, this is not correct with the principle of speed that characterizes the mediation and the interest of allowing Congress Parties President appending executive agreements as in the case that there is a blocker prevents the president exercise this jurisdiction.

This was followed by the Moroccan judiciary in some of the decisions that require appendix executive as though it private arbitration, but in my opinion, can measure them in mediation since gone Court of Appeals Quneitra "the lesson the President authorized the court authority is appending arbitrators' award as the executive is not just anyone who is given at the head of the court, but this authority extends to those acting with him."

So we conclude from this judgment that do not mind by giving jurisdiction to the Vice President in the appendix as the executive in arbitration and in relation to this provision does not mind granting of this specialty for vice president of the competent court to relieve the president and to make it easier for the parties to close conciliation.

It is the executive that problematic can also arise, there is the possibility of adhering to the oral Convention reached by the parties to the conflict as a result of the mediation does Parties to the conflict shall adhere to the oral agreement before the trial judge? Is it permissible to call the mediator to prove the parties reach an oral agreement?

Jordanian legislator resolving these questions without an explicit provision in Article 7 (/ b) of the Jordanian mediation Law No (12) for the year 2006, when it pointed out that the settlement agreement that is reached as a result of the mediation does not acquire the status of the judicial definitive judgment only after written and signed by the parties and footer ratification by Judge any specialist that does not count the oral agreement and as a result may not be the mediator called as a witness for the oral agreement because to say otherwise failure of the mediation process.

The same applies to the Moroccan legislator as negligible oral agreement as stated in Chapter 327/68 from the Moroccan Civil Procedure Code, "signed with the mediator and parties close conciliation reached."

In light of the above, we believe that should appendix Agreement implementation format is a kind of judicial oversight on the Settlement Agreement and to prevent raise any executive problematic to implementation circles because sometimes agreements contrary to public order or illegal here until you agreements settlement binding on both legal implications, even provisions become acquired the force of judicative must appendix as the executive by the competent judge and to prevent the accumulation resulting from mediation agreements and the inability of the parties to implement it.

**3. Second demand: the effects of Settlement Agreement and the scope of the court's authority to modify it**  
We will look through this demand to study the effects of the settlement agreement in terms of persons (first paragraph) and the scope of the authority of the court in the modification or reject the Settlement Agreement (document Magistrate) (second paragraph).

**3.1. The first paragraph: the effects of the settlement agreement (document Magistrate) in terms of persons**

Formerly known that the judicial ruling hyperbolic gaining strength judicative for opponents themselves in the proceedings and the application of the relative impact of the rule base, meaning that it cannot be invoked on a person by virtue of the lawsuit was not a party, so that the parties to the litigation in which judgment was their only two limited authentic them.

Thus, the exception by Authentic of judicative may not be raised unless the new lawsuit between themselves and opponents who were parties to the proceedings that have already adjudicated.

Similarly, the authoritative judicial ruling may extend to the public back and the private back and ordinary creditors either; except these are from a third party and therefore judicial rulings are not considered an argument for them.

As long as the final settlement resulting from mediation binding agreement of the parties to the conflict agreement, and gaining strength judicative after being signed by the parties and the mediator and the appendix executive format, and become the court ruling does not accept the appeal by any method of regular appeal, and implement this agreement before the competent execution circles the question arises here is the settlement Agreement (document Magistrate) resulting from mediation apply the right of third parties who were not involved in mediating negotiations? To what extent the scope of this agreement in terms of persons on the grounds that they court ruling has the force of judicative?

The general principle that the final settlement agreement (document Magistrate) arranges reciprocal obligations between the parties to the conflict in the sense that the Convention Parties to the dispute before the mediator which has been settled by the Convention on the final settlement ranks the obligations owed by the signatories of the parties to the settlement agreement, as none of the parties to consult or decomposition of may this commitment after passing through the formal stages mentioned above.

As the final settlement agreement is in fact a reconciliation agreement between the parties, the obligations arising from this Agreement does not oblige unless the parties to the agreement.

Thus, the direct effects do not apply to the neighborhoods who did not participate in the mediation talks, given the nature of these negotiations, which are based on confidentiality. The indirect effects they can apply to third parties, and is intended to third parties in each of the conciliation agreement was not party to the contract in person or his representative is thus includes the private back and public back and creditors.

In light of the foregoing, the third parties affected by the Magistrate who would arrange his eyes on the property rights of Sales or mortgaged and that have been saved for registration in the Commercial Register. The reconciliation sanitization of religion benefit from third parties, but if arranged obligations discharged not adhere to them unless they accepted these obligations, so that conciliation agreement is detector and Builder.

Thus it can be said that the final settlement agreement (document Magistrate) effects between the parties to the conflict are applicable on the grounds that a reconciliation so that the contract when it held true, and available in every corner conditions held true and the consequent effects is determined by the scope of the contractors.

As long as the final settlement agreement after appendix executive as regarded as a judicial decision acquires the power of res judicative, the scope is determined by the parties to the conflict, the signatories of the Settlement Agreement, and that this agreement does not apply to the right of third parties who was not involved negotiations, mediation, but it can extend the effects of the agreement is the direct to people who were not involved in the negotiations, and they are public back, private back and creditors.

**3.2. The second paragraph: the extent of power of the court to modify or reject the Settlement Agreement**

The appendix to the final settlement agreement signed by the parties of the center and the executive or as approved by the competent judge is a sort of judicial control over the agreements reached by the parties to the dispute through mediation.

The final settlement agreement (document Magistrate) that communication is done through a final settlement of the conflict cannot be implemented until after the appended executive as or approved by the competent court and therefore the approval by the court corner configurable implementation (for judicial mediation) as it do not benefit from the conclusion of the agreement if it could not be implemented.

Accordingly, the intervention of the judiciary aimed at monitoring the safety of compromises and agreements resulting from mediation and gives the executive version of the agreement to make sure the agreement does not contravene the law and public order.

It also achieves the goal of resorting to mediation, which overcome the problems posed by the implementation of judicial decisions, especially since the work of the voluntary settlement and its implementation remains subject to the will of the parties because they are of their own making.

If the intervention of the judiciary in the Jordanian legislation and the Moroccan is to give the agreement reached by the parties Executive formula up to do, depending on the assets with the implementation departments in cases where the agreement is not implemented voluntarily, the question that arises about the extent of the competent authority of the court does have modified the agreement or reject the document Magistrate what is the legal effect of that?

By reference to the text of article 7 / b of the Jordanian mediation Law No. (12) for the year 2006, we find that it stipulates that: "If the mediator to reach a settlement to the conflict in whole or in part, submit to the case management judge or magistrate so reported and accompanied by the signed settlement agreement of the parties for ratifying the conflict and consider this Convention after ratification as a final judgment.

What it is learned from this text that the Jordanian legislator has taken into account the formalities for the ratification of the settlement agreement, so that if he met the document Magistrate formalities stipulated agreement raises judge referral for the purposes of ratification. Here we find that the Jordanian legislator did not expressly provide for in the court's right to modify or reject the agreement.

But back to the general rules see that court control over the final settlement agreement is an objective oversight so that the court realized not violates the General Agreement of the system and the possibility of its implementation by the competent execution departments.

The concept of the offense, the trial court found that the final settlement agreement contrary to public order or involved a violation of the law to prevent its implementation, they have not ratified and returned to the mediator and the parties to re-formulated in accordance with the public order or reject the Settlement Agreement and the lack of ratification and hence the mediation process fails and the dispute to eliminating or arbitration.

With regard to the extent of the competent authority of the court to modify the final settlement agreement, it is known that the document Magistrate resulting from mediation is characterized as voluntary which mean they are the will of the parties agree, especially since the will of the parties and after the termination of the mediation process headed to the signing of a settlement agreement.

Thus, the court or the mediator is not entering the will of the parties, and therefore But mediation is optional and depends on the will of the parties; the court does not have the amendment to the Settlement Agreement (document Magistrate).

With regard to the position of the Moroccan legislator we conclude from Chapter 327/69 of the Civil Procedure Code that the competent authority in the appendix to document the Magistrate as the executive must take into account the conditions stipulated in Law No. (08-05) in terms of the agreement do not violate public order, even it can decide on the request or reject any appendix to the competent authority in accordance with the Moroccan legislation in the appendix has the right to accept the request for the appendix as the executive and also have the right to refuse the application.

This approach taken by the Commercial Court in Rabat on 18/3/2008 when he refused to accept the request of the appendix as executive reconciliation statement was done between two parties through mediation under Law No. (08-05) on arbitration and mediation agreement, according to separate from 327/69 Procedure Code civil, has stated in its reasoning for this sentence: "as the authorized legislator in Chapter 327/55 for parties to agree on the appointment of a mediator assigned to facilitate the conclusion of reconciliation to end the conflict, paragraph (62) of the same chapter stipulated edit mediation clause written in the original agreement or in a document refers it.

That includes either a mediator or mediators appointed either quotation on the method of appointment, as the student did not make a contract mediation and what benefit the parties' agreement to submit the dispute to a particular broker or agree on the appointment of Mr. (.....) as the brokerage contract whereby a mediator appointed are document from which it derives its validity of the latter is to facilitate the conclusion of reconciliation to end the conflict, which demand to be with him contrary to the provisions of Article 327/62 of the Moroccan civil Procedure Code, and should permit it to declare his refusal to reject the request.

We conclude by the findings of the court that the judge simplifies control over the mediation process as a whole until the issue of proven mediation agreement in the sense that the appendix as the executive of any agreement on reconciliation mediation requires proven mediation a written agreement between the parties.

Such provisions would limit the conciliation agreements resulting from mediation because of errors or omissions resulting from the required speed to contain the conflict, especially in the case where it is not parties to the conflict have agreed to resort to mediation through a contract dispute but agreed to resort to it after conflict.

This as well as the fact that this judicial approach does not take into account the consensual mediation process character, despite the absence of a previous agreement to resort to mediation, there is nothing to prevent the parties from later agreed, without overlook the fact that the parties did not discuss in the mediator has expired or the competence and even agreed to conduct mediation and stand in resolving the conflict and the conclusion of

the settlement agreement, these signals was enough to take out the appendix judge without legal standing on the literal text that does not necessarily serve the interests of the parties and does not respond to the character of involuntary and spontaneous, sometimes the process of mediation.

We believe that the issue of agreeing on recourse to mediation does not give rise to any forms of judicial mediation as it is a referral judge does not have any authority to force opponents to enter the judicial mediation.

The recourse to mediation is done through agreement of the parties in addition to the official minutes of their agreement to the mediator, who is the convergence of views between them.

We also believe that the Commercial Court of Rabat's decision, albeit a form of judicial control over the mediation process, but it must take into account the fact that the mediation process is voluntary and optional process, and that the main objective of mediation is to reach parties to the conflict to compromise and end the conflict and if the desired goal of mediation, I believe that it cannot stick to formalities, this does not affect the document Magistrate resulting from mediation so that the competent court rejected the appendix to the agreement as the executive means the failure of the mediation process and re-submit the dispute before the courts again.

Arise another issue here relate to the physical and computational errors on the part of intermediaries, and these errors pose forms when the implementation does not go to court or file a lawsuit against civil liability mediator for demanding compensation for the damage?

No mention of the Jordanian legislator and Morocco for that matter, but jurisprudence and comparative suffered through the Supreme Court of Florida's decision, which ruled that: "Court of First Instance dismissed the appeal, which demonstrates the error contained in the divorce settlement agreement by giving the wife (25) shares only instead of (2505) shares and including it had not observed a single error contained in the settlement agreement Court is only limited to the testimony and the statements of the mediator and the documents pertaining to the terms of the mediation session, traded in the agreement.

We see here that confidential mediation, the court does not have the mediator to testify inviting, and therefore any material error was in a document Magistrate, the court does not have the modified agreement, nor does it have the physical error correction, and in this case, when the agreement to appendix executive as displays and found that he had like material error or my account, the safest procedure is to re-close the Magistrate mediator again and the mediator in this case invited the parties and to correct the physical or mathematical error and be signed by the parties and the mediator, which is known as post-agreement document Magistrate then lifted mediator subsequent agreement and the original order ratification and appendix as the executive so that is a subsequent agreement and the document of the Magistrate and a single unit cannot be divided and this procedure also helps the mediator to prevent the lifting of civil liability suit against him and claim compensation for any physical or mathematical error that appeared in the document Magistrate.

So we conclude from the foregoing that the competent court when offered a final settlement agreement (document Magistrate) they are ratified and footer executive as if it finds that the agreement properly and does not violate public order. But if it turns out that the agreement includes the violation of public order, the Court rejected a final settlement agreement, and that means the failure of the mediation process and re-submits the dispute to the judiciary.

But not for the court the authority to modify the final settlement agreement, in which case returned Convention on the mediator to call parties and amend the agreement and provide a subsequent settlement agreement is a final agreement with a single unit.

So that the agreement is made by the parties and thus is not the prerogative of the competent court and the right to amend the Magistrates document because it is contrary to the principle of voluntary and electives that are characterized by mediation.

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  - 27) The appeals court decision in a civil file in Quneitra, number 3169/93 dated 10/10/95.
  - 28) The decision of the Commercial Court in Rabat in the file number 0.1146 / 1 / , 2008.
  - 29) the law 05-08, issued to implement it back Sharif No. 1.07.169 dated November 30, 2007, the Official Gazette number 5584 dated December 6, 2007, p. 3894. Cassation. Rights No 1208/206 and 2180/2008, publications justice
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  - 32) Youness LAZRAK HASSOUNI : « La valeur juridique de l'accord issu de la médiation », op cit, p49.