

The Semantics of Civil Liability: An Interpretive Approach to the Ten-Year Warranty Within Saudi and Jordanian Construction Regulations

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Abstract—This study explored the civil liability of the supervising designer (engineer) and the contractor (implementer) in case of damages and latent defects occurring in the structural works of the building, especially during the 10-year warranty period, based on the interpretive and linguistic structures of the Saudi Building Code Implementation System and the provisions of the Jordanian Civil Code. In the context of both Saudi Arabia and Jordan, traditional civil liability rules are rarely sufficient within the construction framework. In this scenario, negative impacts may arise due to the necessity of full or partial reconstruction or defects that undermine safety or durability, thus affecting the entire principles upon which building warranties are based. An interpretive comparative linguistic methodology was employed in the critical deconstruction of Article (29) of the Saudi Building Code and Article (788) of the Jordanian Civil Code to uncover the latent formulation decision-making concerning how different legal languages build, divide, and enforce liability. Key findings showed that Saudi Arabia's reliance on public certification (occupancy certificate) leads to a rigid, expansive liability system, while Jordan's reliance on receipt of works as private contractual milestones permits greater interpretive flexibility. This paper established that this risk of misinterpretation of building code provisions can be reduced through the embedding of greater linguistic precision so that building code provisions are, among other things, more enforceable and do not blur the line between public safety and the private sector's innovation.

Index Terms—legal linguistics, construction liability, Semantic Interpretation of Codes, ten-year warranty (Saudi & Jordanian Law)

I. STUDY BACKGROUND AND CONTEXT

Civil construction practices have consistently relied on doctrinal civil liability to deal with damages, structural failures, and hidden defects in buildings. The existing construction law systems around the world have always focused on liability. Traditionally, such liability was viewed through a corrective lens and in terms of fault, causation, and reparation by broad contractual or tortious doctrines (Atiya, 1985). Nevertheless, with the advancement of building technologies and complicated projects, doctrinal remedies failed to be effective in protecting stakeholders when latent defects and long-term structural risks arise (Assaf et al., 1995). This led many jurisdictions to develop specialized regimes introducing strict liability touching upon mark time periods, the ten-year warranty, being formed as one of the cornerstones of civil construction law. To achieve structural durability, therefore, these regimes such as in Saudi Arabia and Jordan, are aligned with global best practices of a decennial term accountability (Samara, 2017). Yet these warranties are strictly anchored on legal innovation, and much scholarly attention has been devoted to examining their technical operation but far less to the linguistic structures (Al Mudhai, 2009). However, the doctrine alone does not define the meaning and enforceability of warranties; crucial to the meaning and enforceability are the semantic choices the legal draftsman made at the time of drafting. These terms wield their meaning in layers, among other ways referred to as 'collapse,' 'hidden defect,' and 'occupancy certificate' (Shamsuddin, 2023). Thus, there is a need to dig deeper into how language, beyond the law, has designed the terms of civil liability within construction warranties.

The Saudi Building Code (SBC) Implementation System requires that the supervising designer and implementer have strict responsibilities with regard to structural resilience, according to Article (29) (Al-Sayed et al., 2007; Abdul-Aal, 1987). A decennial liability principle is also enshrined in Jordan's Civil Code, especially Article (788), but has a different grounding, as the triggering point of the obligations is different from an occupancy certificate; that is, it is when the recipient receives the work. While slight in textual form, such differences have significant legal and financial implications for all construction stakeholders (Madi & Malhas, 2023). Historically aimed at protecting public safety, building codes have, accordingly, become extremely complex normative instruments intimately connected with the precision of legal obligations. In such a changing regulatory environment, in which Saudi Civil Transactions Law (Al-Dahimi, 2024) effectively supersedes the Saudi Company Law, the language of warranties for warranty claims must, as such, not be interpreted as static. Specifically, doctrinal approaches are insufficient to capture the full reach of such liability because interpretive controversies, especially where terms are ambiguous or multi layered, limit and do not abolish the space of

liability. Yet what is required is an appreciation of the code as a 'linguistic artifact' where the precision of meaning is in direct correlation to enforceability and justice (El-Gohary & Zhang, 2020).

The understanding of the current construction disputes shows that interpretation actually does not depend so much on the spirit of the law, but it depends very much also on the precise linguistic formulations contained in the texts of law (Klass, 2017). Traditional doctrinal analysis assumes that, as a matter of fact, statutory language is clear and that judges or practitioners will resolve cases according to rules applied to facts without much ambiguity (Barnett, 2003). Comparative research between Saudi Arabia and Jordan, with regard to the semantic interpretive frameworks, will reveal the structure and manner of communication of civil liability via law. The Saudi Building Code itself, as reflected through the Saudi Building Research Centre's administration of the code (Al-Serf et al., 2014) by developing the code using international standards, houses implicit obligations and latent interpretations of the text of the code itself. Likewise, Jordanian regulations that look identical textually are not equally practical because of their semantic structure and drafting choices (Al-Nimr, 2019).

This paper deploys the comparative interpretive method particularly built on recent advances in legal hermeneutics, namely Chiang and Solum's (2011) theory, suggesting that statutory texts cannot be understood apart from the linguistic, cultural, and institutional contexts. Interpretive distinctions matter hugely in litigation and practical construction management, determining insurance strategy, timelines of disputes, and the content of contracts. Thus, it is standardly practical, not just theoretical, to read the former in terms of the analytical pivot from doctrinal analysis to linguistic constructionism. Shifting methodology allows an evaluation of exactly how imprecise or precise statutory language can shape the allocation of risks and responsibilities for real world building projects (Al Falah et al., 2023; Arain et al., 2006). Framed in this way, the Saudi and Jordanian decennial liability regimes are critically analyzed not only for their normative goals but for the efficiency with which their respective language proposes to achieve them.

The following research questions are pursued in the study:

- a. How do the linguistic constructions of Article (29) SBC and Article (788) Jordanian Code affect the scope of liability?
- b. What are the semantic divergences and their legal implications?

II. LEGAL LANGUAGE AND THE EVOLUTION OF BUILDING CODES

A. *Building Codes: A Linguistic-Cultural Artifact*

Historically, building codes have been cultural artifacts, which express the dominant values of the socio-cultural environments as well as the advances in technology and the conventions of the mother language of those environments at the time. After a fire destroyed part of Rome in 64 AD, Roman law formally adopted the building standards, thus bridging history into an evidential trace of legal texts concerning construction (Al-Taie et al., 2014), something similar to the Code of Hammurabi in which it mandated severe sanctions against construction failures (Muscati, 2014; Talib & Sharples, 2011). The wording of ancient statutes disclosing terms such as collapse and harm testify to an early recognition by the English of the power of words in defining the locus of liability and social blame. The builder was, by Hammurabi's directives, literally personally responsible for structural failure, as much rooted in legal doctrine as semantic clarity. Also, in the wake of the Great Fire of Rome, Emperor Nero's urban rebuilding project gave birth to construction codes that were put in place, culminating in a prescriptive ordinance that marked once and for all how the city was going to be shaped (Fawzy et al., 2018; Zaki, 1992). Hence, the history of building codes is also a history of growing social control mechanisms as well as growing legal language.

The language of the building codes has swung back and forth across the centuries between prescriptive and descriptive. Prescriptive language consists of commanding directly, as can be seen in the terms 'the builder shall ensure' and 'it is prohibited to construct' (Jamousi et al., 2022). As opposed to descriptive language, this type of language describes conditions and consequences that do not require actions. It is more flexible in terms of interpretation, but very risky that the ambiguity would occur. However, all these modes are blended strategically in modern regulatory frameworks, as in the cases of Saudi Arabia and Jordan (Al-Serf et al., 2014). It represents an ambition to be safe but to be free enough to innovate. That said, it also generates interpretive tension when latent defects become apparent far after the fact and, thus, after the terms of the regulatory language have been read and the court's interpretation has been made. In recognizing this duality, it is possible to gain a better understanding of the semantic pressures that affect the drafting of legal contracts in construction. Moreover, a hard and fast rule is capable of swaying decisively such liability and its contest (Qahtan, 2023).

From an engineering perspective, the sophistication of the linguistic structure used in building codes increases as societies become economically and technologically advanced (Nahh, 2017). Codes of the early days were blunt and authoritarian, while the contemporary codes are multi-layered and cross-referenced codes, embedded with several responsibilities for managing increasingly complex projects (Shamsuddin, 2023; Al-Ghafis et al., 2022). This transition is captured by Saudi Arabia's development of the SBC, which moves from observing broad mandates on behavioral safety to specifying technical standards aimed at cutting down on ambiguities (Al Yami et al., 2013). Similarly, Jordan's approach shows that its evolution from general civil obligations to detailed liability frameworks, as found in the Civil Code (Samara, 2017), takes place. Parallel to this, there is a trend of technical engineering precision converging with semantic legal precision. The more complex construction becomes, the more rigorous the linguistic environment that governs said construction becomes.

Today, the all-important principle of any modern Building Standards is that the language is not a passive container of rules but a tool to coherently establish legal relationships and obligations. Therefore, the use of words, phrases, and clauses selected, arranged, and framed by legal drafters can profoundly shape the meaning of these provisions, and so legal drafters play a huge role (Wu et al., 2023). Much of the distinction as to when liability is triggered and how it can be avoided is expressed through linguistic nuance in reference to a 'hidden defect' or 'latent collapse risk.' Since this semantic precision turns out to be practical in construction contexts, it weighs on whether savings created by design can be built out with warranty claims, insurance payouts, and regulatory enforcement actions (Al-Otaibi, 2011; Arain et al., 2006). When we look at building codes as built through linguistics, we begin to understand them as much more than technical manuals: built things in words, limiting the scope and mandating the parameters of what we do as those in the building industry. Thus, the investigation of the semantics of Articles (29) and (788) goes beyond the doctrinal analysis and highlights a relationship between these provisions as the rule of linguistic performativity.

B. Saudi and Jordanian Legal Texts: A Brief Historical Overview

From general safety regulations in Saudi Arabia, the regulatory framework for construction development ended with the adoption of the Saudi Building Code in 2007 (Arabiya, 2007). However, this code was made based on international best practices, and it contains lexical formulations that are unique to the colonizer's own socio-economic and cultural overtakes (Al Serf et al., 2014). Explicit as well as implicit assumptions about durability and safety articulate decennial liability in Article (29) of the Implementing Regulations. Thus, the language used in the code forms a network of shared responsibilities between the designer who supervises and the implementer, regardless of the land defects or the client's acquiescence (Al Lahim et al., 2024). These foundations on non-derivability and full warranty coverage reflect a choice in formulating the text that is intended to clarify the allocation of the risk between the Marketing consortium on one hand and suppliers and producers of goods on the other. Accordingly, there are textual ambiguities, particularly as to such words as "partial collapse" and "hidden defect," arguably subject in varying degrees to judicial interpretation.

Likewise, Jordan's Civil Code (Article 788) imposes ten years of liability to contractors and supervising engineers, with minor semantic differences. While Saudi Arabia depends on the official governmental certification (see occupancy certificate), Jordan determines the period of liability by contractual and consensual moments, such as "receipt by the works" (Samara, 2017). What is seemingly a minor difference of terminology in the law has serious practical ramifications when it comes to when liability periods begin and evidentiary burdens (Fawzi et al., 2018). Additionally, Jordanian law is somewhat more accommodating to have contracts with contractual extensions or liability term variants if found by the judiciary to be in the best interest of both parties (Al-Nimr, 2019). This mirrors how codification, in a broader sense, was driven by policymakers who supported flexibility and negotiated autonomy over rigid state-centered regulation. Linguistic and conceptual framing thus creates important practical differences even if the substantive norms are the same.

Saudi Arabia and Jordan present a transition from very broad discretionary civil liability construction doctrine to strict liability doctrines codified in all construction. Although Saudi Arabia strove towards a developed system of statutory and regulatory laws based on the modern concepts of public law, Jordan kept a closer association between construction liability and private law doctrines (Madi & Malhas, 2023). This tendency is not only seen in the legislative history but the Saudi legal text that shows this pattern includes categorical imperatives, while the Jordanian text includes conditional or discretionary language. This yields a comparative landscape in which similar goals (public safety and structural integrity) are pursued in vastly different terms and in different legal pathways. To understand these pathways, one must appreciate the doctrinal development of the rather tiny semantic strategies.

Extensive scholarly work has been conducted to assess the technical and economic effects of the Saudi Building Code, specifically how it affects construction costs and brings the building codes in line (Al-Falah et al., 2023). However, there are few studies that question the linguistic structures that lead to such an impact. While building codes are not self-executory, rather they depend completely on interpretative practice to transform regulatory language into actual norms to be enforced (Al-Rasheed & Asif, 2014). The extent to which the evidence of the defect must leave intangibles like a matter for the judicial linguistic interpretation depends no less on the engineering evidence whether the defect is defined as a 'hidden defect' in Saudi law or a 'collapse' under Jordanian law. Consequently, an analysis that ignores the language of the code might miss out on how liability enforcement plays in practice.

Furthermore, Saudi and Jordanian codes utilize strategic codification procedures designed to reduce legal uncertainty; however, much space for interpretation of rules is also intended in order to provide an avenue for accommodating technical innovation. To tightly control exposure to liability in a creeping fashion, Saudi Arabia incorporates both extensive use of administrative regulations and, at the same time, comprehensive utilization of the Civil Transactions Law (Al-Dahimi, 2024). Conversely, Jordan's system indicates more tolerance in terms of judicial discretion and requires relying on courts to fill normative gaps using context-specific interpretation (Samraj, 2018). Each of these different codification strategies is deeply pegged into the semantic architecture of the respective codes. In this context of comparative analysis, therefore, such an approach needs to be methodologically sophisticated and linguistically aware.

C. Gap in the Literature

Existing scholarship on construction warranties is rich, yet almost without exception, there is an overwhelming reliance on doctrinal analysis, the discussion of practical enforcement issues, or the examination of some economic impacts. Shamsuddin' (2023) and Al-Falah et al.' (2023) studies carried out reviews for energy performance, cost management,

and regulatory matters with regard to the Saudi Building Code. Samara (2017) also does a doctrinal comparative analysis of Jordanian regimes of liability. In contrast, all of these important works do not directly participate in the semantic and linguistic dimensions behind the interpretation of liability clauses. Currently, the interpretive dynamics of language structure, silent assumptions, and semantic gaps are still more or less unexplored.

Furthermore, research into the topics of construction law in Saudi Arabia and Jordan mostly fails to conceive legal language as opaque or in any way problematic. A commendable research worthy of mention here is Al-Serf et al. (2014) and Madi and Malhas (2023), which map out regulatory evolution but fail to explain in detail how the specific legal interpretation is influenced by lexical choices and syntactic structures (Barnett, 2003; Klass, 2020).

In particular, there is no known existing study that compares semantically the architecture of Saudi Arabia's Article (29) and Jordan's Article (788) in the manner of an interpretive critique. As construction projects increase in complexity and turn into more disputes over warranty enforcement, it becomes more urgent to fill the gap. Previous studies premised on doctrinal or technical analysis gave these questions little attention. This critical void is sought to be filled by the present study by foregrounding the role of legal language in creating decennial liability frameworks in Saudi Arabia and Jordan.

III. METHODOLOGY

This research uses an interpretive-comparative-linguistic plan to study how legal terms build and limit civil responsibility duties in construction laws. Our analysis sees legal documents such as Article (29) of the Saudi Building Code Implementing Regulations and Article (788) of the Jordanian Civil Code as textual elements that need thorough linguistic understanding instead of treating them as self-evident sources of law. The study uses statutory texts, legal regulations, and official explanations sourced from documents produced by the Saudi Building Code National Committee (2007) and references by Al-Serf et al. (2014) and Samara (2017). The documents need more than their doctrinal analysis because we disassemble their language to see the hidden components and interpretive issues underlying them. The team uses standard text evaluation methods to locate how language elements develop legal responsibility standards. After analysis, the study places its results in relation to Saudi Arabia's and Jordan's laws, particularly how these countries handle risk distribution and timing procedures alongside their language systems. The research evaluates both basic regulation compliance and semantic structures that explain enforceability and compliance. Our study focuses on how legal obligations and court decisions get formed based on how "shall," "may," "must," and describing versus prescribing elements are used with conditional clauses in texts. Law manifests itself mostly through readings of texts which need to take language capabilities into account.

Data for this study was collected from secondary sources, including websites, databases, and official government agencies in Saudi Arabia and Jordan. The fact that these sources are highly ranked makes the information obtained from them credible and, therefore, the correct choice. The bulk of the process involved extracting relevant information from Article (29) of the Implementing Regulations for the Saudi Building Code Implementation System, which addresses the duties of the supervising designer (engineer) and the implementer (contractor) regarding durability guarantees for Saudi projects. To cover all aspects of legal obligations, this study examines the nuances of Article (29) of the Implementing Regulations for the Saudi Building Code Implementation System. It compares it with Article (788) of the Jordanian Civil Code. Therefore, previously issued government documents can be used as evidence of the validity of the materials, and various legal issues related to durability guarantees in buildings can be fully studied. The fact that the results of other studies are also included in the analysis makes the analysis deeper, and information from the existing body of knowledge is also incorporated. Previous laws, regulations, and academic research establish the rules for systematic data collection and enhance the reliability and validity of the study. This provides a strong basis for a comparative examination of the legal obligations of the supervising designer (engineer) and the implementer (contractor) in these countries.

The research process used high-quality contextual data analysis instead of traditional statistical approaches. The research analyzed only confirmed legal texts from authoritative sources and peer-reviewed academic studies that were already identified to create an established data collection foundation. The team performed deep text analysis by studying and marking down specific words, grammar styles, and the real meanings found in the Saudi Building Code Implementation System and Jordanian Civil Code documents, along with their respective executive regulations. Secondary literature from legal commentators and scholars, together with actual judicial judgments, help explain how legal professionals implement and oppose the meaning interpretation of these texts (Al-Mudhai, 2009; Shamsuddin, 2023; Al-Ahmadi, 2024).

IV. SEMANTIC AND INTERPRETIVE ANALYSIS OF CIVIL LIABILITY PROVISIONS

A. *The Linguistic Architecture of Article (29) of the Saudi Building Code*

The semantic structure of Article (29) indicates a calculated linguistic strategy of construing obligations upon supervising designers and contractors in absolute and non-negotiable terms. Use of the term 'collapse' centers liability around a literal, obvious, catastrophic event that is both semantically weighted and urgent, framed in terms of public risk. The term "Collapse" is not only a physical description but also a legal trigger, the existence of which immediately entails liability without the need to prove negligence or due fault (Al-Sayed et al., 2007). By preferring the usage of "collapse" over more moderate terms such as "damage," the linguistic pragmatic intent is to forge a strong causal link between

structural failure and the contractor's responsibility. Such a prescriptive framing of the question leaves little interpretive discretion for courts and sets up the regulatory culture that leans towards strict liability and public safety priorities in Saudi Arabia.

The term 'hidden defect,' which is closely related to the notion of collapse, adds another semantic dimension to the question. While a 'hidden defect' equates to latency, invisibility, and interpretive uncertainty, 'collapse' is sudden and observable (Shamsuddin, 2023). It is only when the contractor uses this phrase that the contractor's liability is greatly broadened beyond mere construction failures to long-term performance and material durability. Linguistically, the word 'hidden' implies that discovery post-completion sounds very much like the process identified by Article (29) as responsible for creating long tail liability. The expansive temporal horizon of the risk of latent construction failures, coupled with the breadth of this term, shifts the risk from the owner to the contractor and the supervising engineer and thus provides the contractor and supervising engineer with an expansive temporal horizon for potential claims.

The idea of "joint liability" is presented in mandatory terms to the effect that the supervising designer and the implementer are jointly, but not on his/her own, liable for defects or collapse. In line with this, the syntactic structure of the provision ties the two parties without disjunctive language ("or"), which indicates the inseparability of obligations (Al Falah et al., 2023). As a legal-linguistic consequence, the involvement of several originators does not require fault in each of the plaintiffs, but proof of the defect and its relation to the collectively carried works suffices. The joint attribution of liability strategically implies that claimants should be able to minimize evidentiary burdens while those professionals who are to be held accountable should be held to the highest standards. This also semantically blurs designer and builder-only roles, fusing their responsibilities into one responsibility.

Finally, the interpretive implications of Article (29)'s language establish a regulatory environment that will engender much less certainty in the eyes of a claimant but one where the business costs of construction professional insurance, as well as risk premiums, will be even higher. Defense strategies based on small compliance deviations and technical arguments of the durability of material are not granted any leeway within the semantic architecture (Al-Mudhai, 2009). In this regard, Article (29) is a linguistic and normative instrument of redistribution of risk that puts the public interest above that of the private contractor's autonomy. In that sense, this contributes to the broader thesis of this paper, which is that legal language in construction law is not neutral but, in fact, constructs realities of liability, risk, and compliance.

B. Semantic Structure of Article (788) of the Jordanian Civil Code

In particular, Article (788) of the Jordanian Civil Code, though like the other provisions similarly imposing decennial liability, rests on different semantic anchors that generate diverging interpretive landscapes. In mirroring the Saudi provision, the Jordanian law uses the phrase "partial or total collapse," but the addition of the words "partial collapse" is an important nuance that accepts a broader set of structural defects to be legally actionable (Samara, 2017). By this linguistic inclusion, the claimants are given a lower threshold to sue, allowing actions also in instances of partial structural failures having not amounted to complete destruction. However, the breadth of the phrase makes room for more judicial leeway about whether a supplier's failure is truly 'partial,' which goes beyond what the Saudi order provides.

The notion of receipt of works is critical in the context of Jordan's framework because it triggers the beginning of the running of the ten-year liability period. This means that semantically, "receipt" involves mutual acknowledgment between the employer and the contractor in which the latter's autonomy to decide is embodied as part of the liability structure (Al-Nimr, 2019). Unlike the Saudi reliance on an administrative occupancy certificate, Jordanian law foregrounds private acceptance as the decisive legal moment. This choice is also lexical in nature as it corresponds with a legal culture that is more contracting-oriented than it is regulatory in the centralized sense. The interpretive challenges result as well, however, from the fact that it creates disputes over the date or conditions or completeness of "receipt".

Article (788) represents another critical semantic feature of contractual extension or modification of liability terms. Parties can agree to an extension of the liability period unless certain terms apply; the text linguistically introduces a discretionary and negotiable element into the otherwise strictly liability regime (Samraj, 2018). In comparison, this flexibility reflects exactly the opposite of Saudi Article (29), which adopted the rigidity of the mandatory structure based on semantic openness, proving how semantic openness can work as a boosting element of contractual freedom. Such flexibility also jeopardizes one of the values of the rule: the uniform standards of public safety, where the same liability period for all activities minimizes the likelihood for the accountability of those in positions of responsibility to weaken over time.

In the context of the periods of liability under Article (788), temporal markers, therefore, have a significant function. The legal text's reliance on "from the time of receipt" rather than from a public certification event embeds a private-law orientation into the construction of time-related obligations (Madi & Malhas, 2023). The significance of this linguistic framing is that the liability period is rendered a product of contractual relations and not administrative acts, which deepens Jordan's hybrid model of public and private construction regulation. While it thus introduces vulnerabilities, in that the "receipt" may be contended as to timing, nature, and formalization, this, in turn, is fertile ground for strategic litigation and evidentiary conflict. As a result, though Article (788) has the same durability and safety emphasis as the Saudi one, its semantic structure produces a distinct liability space for construction.

C. Comparative Semantics: Saudi Arabia vs Jordan

The differences in the conceptualization of time, responsibility, and contractual closure between Saudi Arabia's Article (29) and Jordan's Article (788) lie in their divergences in the linguistic and normative senses. Liability period in Saudi Arabia is specifically linked to the formal administrative act of issuing an "occupancy certificate," which in turn reflects that the building complies with building codes and standards (Saudi Building Code National Committee, 2007). On the other hand, Jordan's Civil Code starts the liability period off 'at receipt of works,' which is almost entirely up to the private sensibilities of the contractors themselves (Samara, 2017). By agreeing to let their employees watch the shows on demand, these companies in Saudi Arabia are trusting the state to verify their employees' viewing. Meanwhile, in Jordan, because the agreement is private, there is no need for a state or court to confirm employee approval. Its practical consequences are that the 'occupancy certificate' provides a centralized, verifiable timing mechanism, while 'receipt of works' gives the opportunity to dispute what works a supplier will be responsible for the commencement of obligations.

TABLE 1
TIMING TRIGGERS IN SAUDI AND JORDANIAN CONSTRUCTION LIABILITY

| Aspect | Saudi Arabia (Article 29) | Jordan (Article 788) |
|----------------------------|--------------------------------------|--|
| Trigger event | Issuance of "Occupancy Certificate" | Receipt of works |
| Nature of event | Public, administrative certification | Private, contractual acknowledgment |
| Certifying authority | Municipal or regulatory body | Parties themselves (employer/contractor) |
| Timing disputes likelihood | Low | High |
| Symbolic meaning | State endorsement of fitness | Mutual private acceptance |

A second major difference entails the way the codes linguistically attribute blame and persist fault. According to Saudi Arabia's language, "joint liability" does not involve any need for proof of negligence of individuals but depends on the occurrence of defect or collapse (Al-Lahim et al., 2024). However, through its Civil Code, Jordan still imposes joint liability but implicitly permits the courts to investigate proportionate contributions in cases of multiple causes of defect (Al-Nimr, 2019). Therefore, Saudi law fixes liability in its order of things as a strict, inevitable outcome of a factual failure, whereas Jordanian law embeds within its order of things interpretations that allow for assigning blame proportionally among agents.

Moreover, when possible, acceptance or knowledge of defects occurs, the two codes reflect conflicting positions in regard to the survival of duty. A waiver or limitation clause of any kind restricting the liability of a contractor would violate Saudi law, expressing an intense distrust of contractor attempts to undermine public safety (Al-Sayed et al., 2007). While Jordanian law still offers protection, there is some contractual flexibility under these provisions if parties agree to extend liability periods, giving autonomy but within structured safeguards (Samraj, 2018). These differences portray different philosophies: Saudi Arabia prioritizes inviolable public interest, and Jordan prioritizes public interest with contractual freedom.

Furthermore, Saudi Article (29) is nearly created entirely of mandatory imperatives, as the verbs used are indeed referring to 'shall be liable' and refrain courts from exercising their discretion. Despite the majority of Jordan's Article (788) being largely mandatory, it has more conditional structures that accommodate Article (788) related interpretation based on particular project facts (Madi & Malhas, 2023). As a result, Saudi law reaches a higher degree of semantic closure; that is, the variability of interpretation is reduced, but rigidity might, at times, result. While Jordanian law goes the other way, giving up on semantic flexibility in order to provide for the possibility of inconsistency as judicial discretion is relied upon to escape nuanced horns of dilemma.

TABLE 2
BLAME ASSIGNMENT, OBLIGATION PERSISTENCE, AND JUDICIAL DISCRETION

| Aspect | Saudi Arabia (Article 29) | Jordan (Article 788) |
|---------------------------------|--------------------------------------|----------------------------------|
| Joint liability mechanism | Absolute, no individual proof needed | Proportional allocation possible |
| Contractual waiver of liability | Prohibited entirely | Limited flexibility allowed |
| Language tone | Mandatory imperatives | Conditional constructs |
| Fault assumption philosophy | Strict factual trigger | Interpretive judicial allocation |
| Discretion afforded to judges | Very limited | Moderate |

From a linguistic perspective, Saudi Arabia's drafting strategy is a form of semantic maximalism and leaves virtually no space for judicial creativity. Conversely, Jordan's approach amounts to semantic pragmatism, providing case-specific pivotal room for judicial balance. These semantic styles are not academic curiosities, but rather, they impinge on the efficiency of dispute resolution, choice of litigation strategy, and insurance pricing. The debate between a semantically flexible or rigid system represents deep cultural, economic, and political fissures between each country about how and to what degree construction risk and public safety are regulated.

D. Legal Interpretation Theories Applied to Articles 29 and 788 and Implications of Findings

The interpretation of construction liability provisions such as Saudi Arabia's Article (29) and Jordan's Article (788) necessitates an engagement with competing theories of legal interpretation, each offering distinct consequences for semantic analysis. The ordinary meaning rule holds that words should have their common and ordinary definitions, absent clear definitions to the contrary, thus giving the term plain language preference over policy-based inference (Barnett, 2003). Using this principle here would signify examining the interpretation of 'collapse,' 'hidden defect,' and 'receipt of

works' under their ordinary usage and not in their technical or contextual usage. However, purposivism techniques center on how to construe language in accordance with the overarching purposes of the statute, namely, public safety, constructional integrity, and consumer protection, despite defeating considerations of ordinary language (Klass, 2020). First, a recent method, linguistic constructionism, suggests that meaning is not inscribed within the text instead, meaning is constructed via an interaction among both textual clues, institution context, and judicial reasoning (Solum, 2010). Second, in seeing this silence of Article (29) regarding the effect of an occupancy certificate or the ambiguity of Article (789) with respect to "receipt" as a dynamic space for judicial semantic construction as opposed to a terminus constituting a dead end.

Depending on the interpretive strategy a court chooses, it can critically broaden or narrow liability to some degree. In Saudi Arabia, a strict ordinary meaning interpretation of "collapse" may cap liability to only structural failure that causes literal, catastrophic physical collapse, failing to reach material functional failure that is not quantitatively so egregious. On the flip side, however, a purposive reading would encompass all serious hidden defects that adversely affected the safety or endurance of the building structure or their intended use of durability thereof, regardless of whether a collapse was visible (Shamsuddin, 2023). Further, in Jordan, the ordinary meaning of receipt will implant liability commencement rigidly at handover, even where defects are latent and undiscoverable. On the other hand, a purposive or constructionist reading may take account of the mutual intent of a customer and a materials supplier and may allow a good measure of flexibility in the duty of passing on a warranty where that intent continues. Consequently, the selection of the method of interpretation has a direct influence on the apportionment of risk among contractors, designers, and property owners, adjusting insurance applications, contractual drafts, and litigation tactics.

In terms of practical implications, the risk management, claim strategy, and compliance behavior of construction stakeholders, both on the supply side and demand side of the project, are viewed as potentially significant. Further, ambiguous or layered terms such as 'hidden defect' or 'partial collapse' are codified where contractors and supervising engineers experience increased legal uncertainty, and accordingly, a premium must be built into the project budget or insurance premium (Al Falah et al., 2023). However, on the other hand, it is potentially through semantic ambiguity that employers may seek to extend the warranty period or shift evidentiary burdens onto construction professionals. From a risk management standpoint, documentation of contracts should be clear, reports about technology and compliance should be complete, and compliance should be monitored proactively. Not only the technical specifications but also the semantic environments of the liability clauses are to be treated as critical project risks by the stakeholders that must require expert legal review at the contracting stage (Madi & Malhas, 2023). With more complex and larger construction projects, failing to contemplate how ambiguous language may be viewed is an existential risk to the viability of professional reputation and livelihood.

Therefore, policy recommendations should focus on drafting more semantically precise warranties to mitigate interpretive volatility and promote the warrantee's enforceability. Saudi Arabia and Jordan's building codes should have standard legal definitions for key terms, including 'collapse,' 'hidden defect,' 'receipt,' and 'occupancy certificate,' which are introduced into the legislation by the respective legislators (Al-Dahimi, 2024). The first way of doing this would anchor those interpretations to shared semantic reference points, minimizing judicial guesswork and reducing the expected volume of litigations. Besides, the integration of model clauses that would render the scope of liability explicit, the permissible waivers of contractual liabilities, and the insurance requirement will align the legislative objectives with linguistic clarity. Interpretive guidelines or commentaries akin to judicial practice notes could be issued by regulatory bodies to help fix the meaning of some of the key warranty terms but to do so without taking away any necessary discretionary space from courts. Language precision in no way concerning only academic virtue is a precondition for legal certainty, investment security and public confidence in the construction industry.

V. CONCLUSIONS AND RECOMMENDATIONS

This study has critically shown that the linguistic structure in legal texts is highly relevant to the extent to which civil liability in construction law is enforceable and has scope. Saudi Arabia's Article (29) has an expansive, rigidly mandatory language that provides certainty but cuts out nearly any room for judicial discretion. Jordan's Article (788) corresponds instead to a more rigid and timing-sensitive structure, creating higher interpretative indeterminacy in favoring private contractual acts ('receipts of works') as a liability trigger. It was shown that the comparative semantic analysis defined Saudi law as organizing liability around the public administrative acts, and Jordan's model is founded upon private acknowledgments of the offense with underlying differences in their legal culture and policy priorities. While these conclusions exhibit that perils are not fundamentally founded in basic arrangement, it is brought by the semantics in the lawful foundation. At the end of the day, the interpretive dynamics of words such as 'collapse,' 'hidden defect,' and 'occupancy certificate' or 'receipt of works' are of paramount importance when it comes to determining how the parties in a transaction share the risks, claim damages and choose to draft contractual relationships. Laws operate as a meaning-making program and are accordingly active in the practices of choice they produce, especially in high-risk sectors like construction.

This has significant implications for lawmakers, practitioners, and scholars. If legislative bodies are to realize clarity, fairness, and enforceability, then they must be seen as needing to embed linguistic precision into civil liability regimes. Strategic litigation, unnecessarily higher project costs that arise from elevated insurance rates, and the eroding of the trust

the public has in regulatory frameworks are all encouraged by ambiguous drafting. Drafters could attempt to minimize interpretive risks by adopting standardized definitions of liability triggering terms and unclarity about the hierarchy of administrative acts, e.g., occupancy certificate, and contractual acts, e.g., receipt of works. Thus, linguistic awareness should be developed by practitioners in contract negotiation and dispute resolution, considering language interpretation as a main part of the risk management strategy. As for scholars, they have to keep on adding theoretical bridges between the realms of legal linguistics, construction law, and law and economics. Achieving resilience, innovation and social welfare through law, however, can only be done by jointly engaging critically with the semantics of liability by the legal system and the construction industry.

Looking forward, there is a significant demand in future research to continue the semantic-interpretive analysis beyond the Saudi Arabian and Jordanian legal systems and into other MENA region legal systems that match the Saudi and Jordanian patterns of concomitant modernization and codification. Likewise, the question of whether similar linguistic patterns in construction codes are found in the Gulf Cooperation Council (GCC) states and/or in North African jurisdictions and what implications there are for the construction jurisdiction that a code predicates could be addressed in comparative studies. Further enrichment of understanding regarding how language constructs technical obligations would occur in the form of a deeper inquiry into the semantic fields of associated construction standards, such as environmental sustainability codes, fire safety regulations, and seismic resilience provisions. In addition, interdisciplinary cooperation with the spheres of legal semiotics, sociolinguistics, and cognitive linguistics can contribute to improving theoretical models of legal text interpretation in highly regulated sectors. As the era arrives when the parties affected by law need legal certainty and public safety, the precision of legislative language remains a determining factor of legal efficacy and justice.

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