

The Suspension of Hostilities in the Israel-Hezbollah Armed Conflict

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A fragile ceasefire between Israel and Hezbollah came into effect on 27 November. According to the U.S. [State Department](#), “Broadly speaking, it has been successful in stopping the fighting and getting us on a path where we are not seeing the just daily loss of life that we had seen for two months prior.” While any prediction of the ceasefire’s long-term sustainability would be premature, it presently represents the most viable prospect for fostering some degree of stability in this volatile region.

This is not to say that there have been no exchanges of fire between the Israel Defense Forces (IDF) and Hezbollah. On the contrary, each side has [accused](#) the other of violating the ceasefire. For example, on December 2, the IDF [struck](#) over 20 targets in Lebanon in response to what Prime Minister Netanyahu labeled “a serious violation.” This involved the launch of two projectiles toward [Shebaa Farms](#), disputed territory under Israeli control claimed by both Lebanon and Israel. Hezbollah [justified](#) its attack as a “defensive and warning response” after “repeated violations” by Israel. There have been other uses of force, but none that can be considered a full-scale resumption of hostilities.

The ceasefire is the product of two interdependent arrangements. The first is a commitment by Israel and Lebanon to undertake various steps designed to enhance security and implement UN [Security Council Resolution 1701](#), which is discussed below. These commitments, which I refer to below as the “Understanding,” are outlined in an [announcement](#) by the United States and France. Most notably, Lebanon has accepted responsibility for preventing “Hezbollah and all other armed groups in the territory of Lebanon from carrying out any operations against Israel.” At the same time, Israel has pledged to refrain from “any offensive military operations against Lebanese targets, including civilian, military, or other state targets, in the territory of Lebanon by land, air, or sea” (para. 2). The second component is an implicit ceasefire between Israel and Hezbollah under the law of armed conflict, according to which the two sides, *inter alia*, suspend hostilities. Compliance with the ceasefire is a practical condition precedent to fulfilling the commitments contained in the Understanding.

In this post, I discuss the legal character of the Understanding and the ceasefire, their duration, situations in which they contemplate the use of force, and how they can be violated. I conclude with an explanation of their legal impact on the ongoing non-international armed conflict between Israel and Hezbollah.

The Israel-Lebanon Understanding

The Israel-Lebanon Understanding is non-binding as a technical matter of international law, for it does not qualify as an international agreement (treaty). Distinguishing treaties from non-binding instruments can be tricky (see, e.g., Aust’s [Modern Treaty Law and Practice](#), p. 47). Nevertheless, the U.S. and French announcement of the Israeli and Lebanese commitments exhibits several characteristics that signal its status as the latter. These include references to “commitments” rather than “obligations,” the use of “will” rather than “shall” in the text, a format consisting of paragraphs instead of articles, and the lack of a signature by representatives of the two States.

Most compelling, however, is the fact that there is no clear indication that Israel or Lebanon intended to be bound as a matter of international law, such that non-compliance would amount to an “internationally wrongful act,” rendering the aggrieved side an “injured” party under the law of State responsibility. Absent consent to be bound on the part of the States involved, an instrument cannot qualify as an international agreement subject to the law of treaties.

The non-binding nature of the Understanding should not obscure its substantial significance. A failure by either State to adhere to its commitments, particularly given the protracted history of conflict in the region, would entail grave diplomatic and domestic repercussions. For Lebanon, non-compliance would almost certainly provoke a resumption of hostilities, with catastrophic consequences for its people. Israeli non-compliance would deliver a body blow

to its (fairly or not) tarnished reputation in the ongoing hostilities against Hamas and Hezbollah and further delay a return of its population to homes in northern Israel. If only for reasons of self-interest, both sides must make fulfilling their commitments a national priority.

Not only is the Understanding not a treaty, but it is also only “akin” to a ceasefire agreement in the sense that Lebanon has not agreed to a “cease fire”; indeed, it is not even a party to the conflict. Rather, Lebanon has only committed to taking measures to facilitate the suspension of hostilities between the IDF and its adversaries in Lebanon. Of course, elements of the Understanding mirror those that might appear in a traditional ceasefire agreement, such as Israel’s commitment to suspend offensive operations. Still, it is not a ceasefire as such.

The Understanding’s commitments are designed to support a suspension of hostilities between Hezbollah and Israel that will lead to a “sustainable end to the current escalation of hostilities across the Blue Line ...” ([Introduction](#)). The Blue Line is a line of demarcation between Lebanon and Israel that was established in 2000, in part to verify the complete withdrawal of Israeli forces from Lebanon pursuant to [Security Council Resolution 425](#) (1978). Although not an official border between the two countries, it has proven a valuable tool in addressing various security matters involving the two States.

In the Understanding, Israel and Lebanon “recognize the importance of UNSCR 1701 to achieving lasting peace and security and commit to taking steps towards its full implementation, without violation” (para. 3). In other words, they have committed themselves to measures designed to effectuate [Security Council Resolution 1701](#), which was adopted to end fighting in the 2006 armed conflict between Israel and Hezbollah. That resolution called for a cessation of hostilities, withdrawal of the IDF from Lebanon, deployment of the Lebanese Armed Forces (LAF) into southern Lebanon, and enhancement of the UN Interim Force in Lebanon ([UNIFIL](#)), provided for in Resolution 425. The Blue Line served as the operational boundary for monitoring compliance with Resolution 1701’s obligations.

Following the adoption of the resolution, a tripartite body (Israel/Lebanon/UNIFIL), the “Mechanism,” was set up to facilitate communications and resolve disagreements among the parties. Unfortunately, Resolution 1701 was never fully implemented. In particular, the LAF failed to move south to maintain control over southern Lebanon, and Hezbollah continued to operate from the area.

In light of those failures, the Understanding provides for the deployment of the LAF into southern Lebanon and prohibits armed groups, such as Hezbollah, from operating there. Lebanon is committed to ensuring the area remains free of such groups, preventing unauthorized entry of arms and related material into or throughout Lebanon, and dismantling facilities that produce arms and related material infrastructure and military positions used by armed groups. For its part, Israel will withdraw its forces “in a phased manner” south of the

Blue Line and refrain from conducting offensive operations into Lebanon. Both States are to plan for the completion of the phased IDF withdrawal and the deployment of the LAF into the area in not more than 60 days.

The Understanding further augments the Mechanism, tasking it to “monitor, verify, and assist in ensuring enforcement of these commitments” (para. 9). Chaired by the United States and now including France, Israel and Lebanon are to report violations to the Mechanism. The Understanding cautions that this will be done “without prejudice to their respective rights to communicate directly with the UN Security Council” (para. 10).

Some reports have mistakenly suggested that the Israel-Lebanon Understanding lasts 60 days. It is not unusual for ceasefire arrangements (be they non-binding instruments or international agreements more broadly) to set a fixed expiration date, especially when designed for particular purposes, such as collecting the wounded and dead after a battle or allowing the transit of humanitarian aid through the battlefield. These are typically “local” cease-fires. However, the Understanding envisages the suspension of all offensive hostilities for an unlimited duration.

This raises the central issue of when a resort to force would constitute non-compliance with the commitments of the two States. As a strictly technical matter, attacks by Hezbollah or other armed groups bear on whether Lebanon is complying with its commitment to take specific measures necessary to ensure a lasting cessation of hostilities by those groups; that commitment is subject to a condition of operational feasibility. Such attacks would not themselves violate any commitment found in the Understanding. So long as Lebanon is making good faith efforts to comply with the commitments outlined in the Understanding, a Hezbollah use of force would not qualify as Lebanese non-compliance.

Of course, the situation is different for Israel, as the use of force by the IDF might constitute non-compliance. But in this regard, note that the Understanding bars only “offensive” IDF operations. Accordingly, Israel is entitled to use force to defend the State, its assets, and its people, or to protect Israeli forces. Defensive operations include those necessary to counter ongoing and imminent attacks, but only to the extent required in the circumstances. As a participant in the joint Understanding, Lebanon has acknowledged that such action would not breach Israel’s commitments.

The distinction between offensive and defensive operations is critical, one to be understood in a tactical/operational context. It is a practical distinction between operations designed to counter an ongoing or imminent enemy attack and those with the primary purpose of weakening the enemy. Significantly, the Israel-Lebanon Understanding goes further, noting that its “commitments do not preclude either Israel or Lebanon from exercising their inherent right of self-defense, consistent with international law.” This refers to the right of self-defense against an “armed attack” resident in Article 51 of the UN Charter and customary international law.

This right of self-defense under the *jus ad bellum* is a broader right than “on-the-spot” defensive action in the face of an ongoing or imminent attack (attack in the law of armed conflict sense; Additional Protocol I, [art. 49](#)). Rather, *jus ad bellum* self-defense allows for necessary and proportionate uses of force in the face of Hezbollah’s ongoing armed attack *campaign* against Israel (*Paramilitary Activities*, paras. 194, 237; *Nuclear Weapons*, para. 41; *Oil Platforms*, paras. 43, 73-74, 76). Thus, for instance, if Hezbollah began to exploit the suspension of hostilities to replenish its supply of rockets and other armaments, an IDF operation against those supplies would not breach the Understanding.

It must be cautioned that the only IDF operations permitted under the terms of the Understanding are those that are defensive. Since its conclusion, IDF operations have occasionally been justified as “enforcing” the agreement. For instance, Israeli Prime Minister Benjamin Netanyahu has [warned](#), “We are enforcing this cease-fire with an iron fist. We are acting against every violation, minor or major.” Although this might be political [rhetoric](#) directed towards the domestic Israeli audience, and should therefore be taken with a grain of salt, it must be stressed that neither the Understanding nor international law more broadly gives Israel the right to use force to enforce a non-binding commitment by another State, in this case Lebanon.

Relatedly, Israel’s Defense Minister, Israel Katz, has [warned](#), “If the ceasefire collapses—there will no longer be an exemption for the State of Lebanon; we will enforce the agreement with maximum response and zero tolerance; if until now we separated between Lebanon and Hezbollah—this will no longer be.” There is no legal basis for carrying out such a threat. Only if Hezbollah was acting “by or on behalf” or with the “the substantial involvement” of Lebanon would there be any legal basis for using force against Lebanon (see *Paramilitary Activities*, para. 195). A Lebanese breach of the agreement, most notably by failure to police southern Lebanon, would only rise to this level in the most exceptional circumstances. As it stands, equating Lebanon to Hezbollah in the self-defense context would violate the use of force prohibition found in [Article 2\(4\)](#) of the UN Charter and customary international law.

An important caveat is that if hostilities resume and Hezbollah uses objects associated with the State of Lebanon—such as components of the national electrical power grid—in a way that effectively contributes to its military action, then those objects may be targeted as military objectives, provided that the strikes are expected to offer the IDF a definite military advantage (see [here](#) for my thoughts on dual-use targeting).

Finally, the Israel-Lebanon Understanding is arguably of legal significance *vis-à-vis* the scope of Security Council Resolution 1701. One of several points of contention regarding its interpretation has been whether it applies throughout Lebanon. It is sometimes argued that Resolution 1701’s geographical scope is confined to southern Lebanon, with the consequence that the enforcement activities it envisages are not required north of the Litani River (a feature used in demarking southern Lebanon), most significantly Beirut.

Israel takes the position that the resolution applies throughout the country. In this regard, the Israel-Lebanon Understanding provides that Lebanon, acting according to Resolution 1701, will “[m]onitor and enforce against any unauthorized entry of arms and related materiel into and throughout Lebanon, including through all border crossings, and against the unauthorized production of arms and materiel within Lebanon” (para. 7(a)). This is important because the International Court of Justice has noted that “the subsequent practice of relevant United Nations organs and of States affected by” a Security Council resolution bears on its interpretation (see Kosovo, para. 94). Therefore, it seems likely that Israel will assert that, as a consensus understanding of Israel and Lebanon, the Understanding adds weight to its position.

The Israel-Hezbollah Ceasefire

Although Hezbollah is not expressly a party to the Understanding between Israel and Lebanon, there is, in my opinion, an implicit general ceasefire between Israel and Hezbollah. Indeed, at the time of its implementation, Hezbollah’s leader, Naim Qassem, labeled the ceasefire a “divine victory” for Hezbollah, claiming to have “won because we prevented the enemy from destroying Hezbollah.” It is evident that Hezbollah believes there is a ceasefire in place with Israel. For its part, Israel’s acknowledgment that this is the case is reflected in its commitment to refrain from offensive action in the Understanding.

In this regard, there is no specified format for ceasefire agreements. They can be the product of extended negotiations between warring parties or battlefield arrangements between commanders in the field. Ceasefires can be written, verbal, or even understood and confirmed by practice. Here, both Israel and Hezbollah have unambiguously signaled their desire to suspend hostilities, a *sine qua non* condition to the more formal Israel-Lebanon Understanding. And they have both acted on that desire since November 27. Moreover, in light of the Understanding between Israel and Lebanon, the implicit ceasefire must be interpreted as containing the core terms of the Understanding. Of note, this includes the withdrawal of Hezbollah and Israeli forces from southern Lebanon within the 60-day window.

The implicit ceasefire between Israel and Hezbollah is not an international agreement under the law of treaties because Hezbollah lacks the legal personality to execute such an agreement. However, it is subject to customary law of armed conflict rules regarding ceasefires. The key ones lie in Articles 36 to 41 of the Regulations annexed to the 1899 Hague Convention II and the 1907 Hague Convention IV; they undeniably reflect customary law applicable in an international armed conflict (Nuremberg International Military Tribunal Judgment; Nuclear Weapons Advisory Opinion, para. 80). In my view, it is reasonable to conclude that they apply by analogy during a non-international armed conflict, for the same object and purpose animates them in such conflicts.

Two provisions are particularly relevant. First, Article 36 provides, “If its duration is not defined, the belligerent parties may resume operations at any time, provided always that the enemy is warned within the time agreed upon, in accordance with the terms of the armistice” (“ceasefire” in contemporary usage, see below). Thus, if Israel or Hezbollah notify their adversary of an intention to resume hostilities, the cease-fire is terminated.

Second, according to Article 40, “Any serious violation of the armistice by one of the parties gives the other party the right of denouncing it, and even, in cases of urgency, of recommencing hostilities immediately.” The concept of “serious violation” is often expressed as a “material violation” and should generally be treated as the equivalent of a material treaty violation justifying the termination of a treaty at the will of the aggrieved party (Vienna Convention on the Law of Treaties, art. 60). In that body of law, “a provision essential to the accomplishment of the object or purpose of the treaty” is “material.” Consistent with this approach, the late Yoram Dinstein observed in his classic work, War, Aggression and Self-Defence, that a “determination of ‘material breach’ lays the ground for the resumption of hostilities by the other side to a general cease-fire agreement” (page 64). It is a view echoed in, *inter alia*, the U.S. Department of Defense Law of War Manual (§ 12.13, albeit confusedly using the dated term armistice).

Considering the Israel-Lebanon Understanding’s carve-out for defensive operations, this begs the question when uses of force by the parties constitute “serious violations.” In my estimation, any significant offensive use of force would qualify, giving the aggrieved party the right to denounce the cease-fire. The same would apply to other violations of key terms of the agreement. In cases where an on-the-spot defensive reaction was necessary to respond to the breach, the notice requirement would not apply.

Notably, the cease-fire does not negate Israel’s right to self-defense. As I have explained elsewhere on *Articles of War*, I am of the view that the *jus ad bellum* operates concurrently with the law of armed conflict. Accordingly, so long as Hezbollah’s actions can be characterized as part of an ongoing armed attack campaign, Israel retains the right to respond under the *jus ad bellum* framework of self-defense. By contrast, as a non-State actor, Hezbollah lacks the right to invoke self-defense under Article 51 of the UN Charter or customary international law.

Effect of the Agreements on the Non-International Armed Conflict

The Israel-Lebanon Understanding and the implicit ceasefire between Israel and Hezbollah set forth the conditions according to which hostilities are to be suspended; they do not end the non-international armed conflict between Israel and Hezbollah. This is so even though the intensity of that conflict may temporarily drop below the level necessary to trigger such conflicts as a consequence of the suspension of hostilities (see Tadic, Decision on Defence Motion, para. 70).

The International Committee of the Red Cross's most recent *Commentary* to Common Article 3 of the 1949 Geneva Conventions makes precisely this point, correctly in my opinion.

[I]t is not possible to conclude that a non-international armed conflict has ended solely on the grounds that the armed confrontations between the Parties have fallen below the intensity required for a conflict to exist in the first place. However, the lasting absence of armed confrontations between the original Parties to the conflict may indicate – depending on the prevailing facts – the end of that non-international armed conflict, even though there might still be minor isolated or sporadic acts of violence (para. 528).

The *Commentary* goes on to suggest that:

Examples of elements that may indicate that a situation has sufficiently stabilized to consider that a non-international armed conflict has ended include: the effective implementation of a peace agreement or ceasefire; declarations by the Parties, not contradicted by the facts on the ground, that they definitely renounce all violence; the dismantling of government special units created for the conflict; the implementation of disarmament, demobilization and/or reintegration programmes; the increasing duration of the period without hostilities; and the lifting of a state of emergency or other restrictive measures (para. 529).

Case law is in accord. For instance, in *Tadic*, the International Criminal Tribunal for the former Yugoslavia (ICTY) Appeals Chamber observed that the law of armed conflict “applies from the initiation of such armed conflicts and extends beyond the cessation of hostilities until ..., in the case of internal conflicts, a peaceful settlement is achieved” (para. 70; see also, e.g., International Criminal Court, *Lubanga*, Trial Judgment, paras. 533, 548).

Finally, it is essential to distinguish the terms ceasefire and armistice in prevailing contemporary usage. As I have explained in greater depth elsewhere, an armistice is an agreement that ends the armed conflict without fully restoring peace between the belligerents. A resumption of hostilities would usher in a new armed conflict. Moreover, the fact that the armed conflict has ended necessitates a subsequent “armed attack” to trigger the *jus ad bellum* right of self-defense on the part of a State that is a party to the armistice.

Although a ceasefire does not end the armed conflict, it can precede a permanent end to hostilities through an armistice or even a peace treaty. Indeed, the very purpose of the ceasefire may be to lay the groundwork for a subsequent negotiated end to hostilities or suspension of hostilities for so long that the absence of hostilities at the requisite level of intensity signals a definitive end to the conflict. That is very much the desired end game in this conflict.

Conclusion

The Israel-Lebanon Understanding and the implicit ceasefire between Israel and Hezbollah represent fragile yet pivotal steps toward mitigating the hostilities that have long destabilized the region. While they fall short of offering a definitive resolution to the underlying non-international armed conflict, they provide a critical framework for halting violence and advancing measures rooted in international law, particularly those envisaged by UN Security Council Resolution 1701. Thus, they serve as an important, albeit tentative, foundation for de-escalation and potential long-term stability.

Nevertheless, the prospect of a serious breach threatens to unravel these efforts, with grave humanitarian and geopolitical repercussions. The importance of good faith and restraint by Israel, Lebanon, and Hezbollah cannot be overstated, as such behavior is indispensable to preserving the current suspension of hostilities and building upon it. The international community must also maintain its support and oversight, ensuring that the delicate progress achieved to date is sustained and not lost to renewed conflict. By doing so, all stakeholders stand to benefit from a more stable and peaceful regional order.

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