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Principles of Contract Law in Iran

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Abstract: Each person enters into transaction or into contracts with others in his or her everyday life. A contract is valid if it is concluded according to legal criteria. A contract made in breach of a legal criterion is null and void. Contract can be defined as "an agreement between two or more parties that is binding by law". The purpose of the study is to identify legal system and principles of contract law in Iran. The principles of contract law in Iran include binding nature of contract, principle of freedom of contract, principle of validity of contract, principle of privity of contract, rule of custom, basic condition of validity of transaction, implied condition of contract, discharge of contract and damages. Besides, basic conditions for a contract to be valid are intention and consent, capacity, specificity of object of transaction and legitimacy of cause of transaction. In this study, principle of contract law and conditions for validity of transactions in Iran are taken into consideration and its nature and its effects have been surveyed. According to Article 264 Civil Code of Iran, obligations can be discharged by one of the following ways namely fulfillment of obligation, cancellation of bargain, release from obligation, substitution of obligation, offset and recoupment and acquisition of debt. At the end in addition to enumerating the implied conditions of contract, the damages of contract will be analyzed. This research study is of library type and the descriptive methodology has been used.

Key words: Contract, discharge, agreement, obligation, legal system, Iran

INTRODUCTION

Literally, Iran means the land of Aryans and it is the official name for the Islamic Republic of Iran which is a country located in the Southwest Asia and the Middle East (Kuhrt, 2007). Throughout the history of Iran, the administration of justice has been by large the goal of legislators which has proven itself. In Iranian history, ignoring the prehistoric era, Iranian myths abound with the glorification of justice among the people (Zarini and Hazhirian, 2009). Achaemenian judges, Ashkani sages and the Sassanid constables all tried to protect the Iranian civilization. With the advent of Islam, the concept of justice was emphasized and Islamic jurisprudence became the criterion for the supervision and organization of Iranian legal affairs. This continued until 1906 when constitutional monarchy was established in Iran and laws with Western origins began influencing the Iranian law (Daneshpajouh, 2010). The reform by Ali Akbar Davar in 1928 completely changed the legal system of Iran and made it closer in form to that of France, Switzerland and generally Western law. However, as far as content is concerned, the laws were compromised with Sharia law. If it is right to say that Civil Code is the basis for private law issues, one can certainly state that obligations constitute the major part of it. The obligation issues are considered so significant that the second part of the first volume of Iranian Civil Code is specifically concerned with agreements and obligations.

Obligation has been defined as one's responsibility to give, perform or refrain from performing something in favour of someone else who is considered a creditor (Hamiti-Vaghef, 2009). Obligation has material characteristics, therefore a creditor may have the debtor perform his or her obligation (Bagheri, 2003). A contract occurs when one or more persons undertake to do something against one or more persons to which they agree. Contracts are divided in two types namely definite contracts and indefinite contracts. A transaction usually takes place as a contract with the other party therefore, the word contract is a general term for both parties to show their mutual consent under it. A unilateral obligation is called Ika where one's will power results in an obligation shaped into a contract. In the Iranian law, there are cases of unilateral obligation such as testament or divorce. As far as duration is concerned, a contract is either revocable or irrevocable. Some of the undeniable bases of law in Iran are the freedom of contract, the

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validity of a contract, the principles of contract privity and the rule of custom. Furthermore, other items have been expressed here in order to cover the whole idea, including concept of the contract law in Iran as well as principles and detailed classification of conditions and what causes a contract to be discharged according to the Article 264 of Civil Code.

Long time ago when man accepted the principle of freedom of contracts and the principle of binding of contracts, a principle came to govern the legal and social relations between members of mankind which can be rightfully called one of the pillars of human civilization (Madani, 2003). This principle called the principle of irrevocability of compensation of damages done to another is so highly respected that it is now well recognized and supported by all legal systems in the world. Based upon this principle, no one may injure or trigger a situation to injure another and if they do, they will certainly have to compensate the damages they have done. If an obligor fails to fulfil his or her obligation intentionally, the obligee may ask the court for the forceful fulfilment of the obligation and if they have suffered damages because of such failure by the other party, they may claim those damages. This research study is of library type and the descriptive methodology has been used (Yaqin, 2007). The purpose of this study is to demonstrate the contractual legal system and the principles of contract law in Iran.

PRINCIPLES OF CONTRACT LAW IN IRAN

The most important part of Iranian Civil Code is the one on obligations which is the subject of the second part of the first volume of Civil Code comprised of 995 articles (Jafari-Langroudi, 2010). Each person enters into transactions or into contracts with others in his or her everyday life. A contract is valid if it is concluded according to legal criteria. A contract made in breach of a legal criterion is null and void. Therefore before discussing the principles of contract law in Iran, researchers define and review the expressions of contract, agreement and obligation.

According to Article 183 Civil Code, a contract occurs when one or more persons undertake to do something against some other person(s) to which they consent (Bahrami and Ahmadi, 2007). Some law experts consider agreement as synonym for contract but some others mention a few differences between agreement and contract. Hamiti-Vaghef (2009) pointed out that in the Iranian Law, a contract is used to indicate a definite one whereas an agreement includes both definite and indefinite contracts. A contract is a means to establish an obligation whereas an agreement is used to remove an obligation. He also stated that an agreement can be considered as a mutual consent or a contract. Moreover, Katouzian (2006) defined obligation as a person's duty to perform or refrain from performing something in favour of another person who is considered a creditor. In the Iranian legal culture, following the concept of sovereignty of will, an obligation is only a result of a contract or agreement (Bahrami and Ahmadi, 2007).

Binding nature of contract: As far as duration is concerned, contracts are divided into irrevocable and revocable. An irrevocable contract has been defined as one where neither party may cancel the same except in a few cases. Article 219 of Civil Code defines an irrevocable contract as one concluded based on law, binding for the parties and/or their representatives unless cancelled by mutual consent or due to a legal cause. Article 219 has been adopted from Islamic jurisprudence where it is referred to as the presumption of irrevocability. Generally speaking, this principle means that all possessory and obligatory contracts are, in principle, binding and if there is a doubt as to the irrevocability or revocability of a contract, it is considered irrevocable unless the opposite is proven and the parties to a contract shall remain loyal to their commitment (Bahrami and Ahmadi, 2007).

Principle of freedom of contracts: The principle of freedom of contracts has been emphasized in Islamic law. Unless prohibited by Sharia what is the primary principle in all cases is the principle of freedom of contracts. By referring to Article 183 Civil Code and the verdict in article 10 Civil Code, it is understood that the fundamental basis of any contract is the agreement of two free wills that is the free will of both parties is important for a contract, therefore the free will of the parties is essential although, there are exceptions such as incompatibility with Sharia, law and ethics. This principle suggests that whenever there is a doubt whether in a certain contract the parties have had free wills or the contract is forbidden, the parties should be considered to have concluded that contract.

Principle of validity: This principle comes into effect after the conclusion of a contract and is principally considered a consequence of contract. However, it is one of the principles governing contracts, according to which if there is a doubt after the conclusion of a contract as to the validity or illegality of the contract, the contract will be valid in principle. On the basis of presumption of lawfulness in Sharia, Article 233 Civil Code states that any transaction made is considered valid unless it is proven to be illegal (Mortazavi, 2008).

Principle of privity of contract: Article 231 of Civil Code states that transactions and contracts only affect the parties there to and/or their representatives except in the case of Article 196. This article provides an important legal principle, i.e., privity of contract or relative effect of contract (Shabani, 2006). Privity of contract means that a contract is only effective on the parties there to and it cannot have an effect on third parties. The will of the parties can bring about rights and obligations for them but it cannot principally, affect the legal situation of those who were not involved in its conclusion and have not consented there to. Other than the parties to the contract, their legal representatives are also considered third parties but according to Article 196 Civil Code, the contract is effective on them. A legal representative is someone who replaces a party to a contract in rights and responsibilities and they can be of two types either general or specific representatives (Safaei, 2008).

Reliability of contract against third parties: The principle of privity of contracts needs to be distinguished from the principle of reliability of contract against third parties. The first principle means that a contract does not make a right or debt for third parties that is a third party may not become debtor or creditor, according to a contract concluded by and between two other people. However, any contract concluded makes a new situation that third parties may not ignore, they will have to respect the contract. This is what researchers mean by the reliability of contract against third persons.

The validity and reliability of contracts against third persons have the effect that the transactor may rely on the existence of the contract and its legal effects against those who are not parties to the contract. For example, someone sells his or her property to another and then transfers the same property to a third person. Here, the first buyer who is the true owner of property can rely on his or her contract against the person claiming ownership (Safaei, 2008).

Collective contract: A collective or group contract is one entered into by a group of persons the results of which also affect others who did not consent to the contract. It is sometimes required by social expediency that a contract entered into by some be effective on others who are somehow beneficiary to the contract and hold a contract of joint benefits with the parties to the contract, although those people did not participate in the conclusion of the contract either directly or through their representatives. A collective contract is effective on third parties if such an effect is predicted by law. In fact, only the law can when required by social expediency, violate the principle of privity of contract (Gharachedaghi and Arjang, 2001).

Unauthorized transaction: If someone concludes a transaction of another party's property without being a representative of them in the case, the transaction is called an unauthorized transaction and the transactor, unauthorized transactor and the other party who enters into transaction for themselves is called the principal. According to Article 247 of Civil Code, contracts regarding the property of others, except those entered into by natural guardians, executors or legal representatives are not binding even though the owner of the property inwardly agrees thereto. If however after the contract has been made, the owner of the property authorizes the same, the contract shall be binding (Bonakdar, 2005). As can be understood by this article, if someone enters into a contract as someone's agent, the contract will not be an unauthorized one but binding (Shahidi, 2009).

Rule of custom: In a contract, even if the parties are ignorant of or not interested in custom, custom will be ruling because the parties are members of the society and custom rules in the society. The parties are subject to custom and in cases where the will of the parties does not clarify the status of the transaction, custom will prevail. According to Mortazavi (2008), custom is effective in determining the meaning of expressions, in completing contracts and in determining contract results.

Basic conditions for validity of transaction: Basic or general conditions are those not limited to a specific contract but in principle and except in cases specified by law are required in all contracts and agreements (Fig. 1). Article 190 Civil Code enumerates four basic conditions for a contract to be valid namely parties' intention and

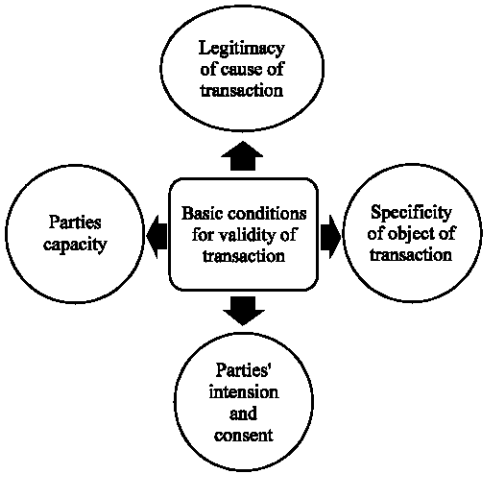

Fig. 1: Conditions for validity of transaction

consent, parties' capacity, specificity of object of transaction and legitimacy of cause of transaction (Shahidi, 2011).

Parties' intention and consent: The conclusion of a contract always occurs after a series of mental processes and imagination. Suppose someone decides to purchase something. First, they imagine the contract with all its bases and results, especially the object of transaction and the price they would be paying in return. Next, they evaluate the pros and cons of the transaction and develop a mental tendency to enter into the conduct. Then they decide to act and the parties use expressions or actions to first produce the legal act in their minds and then enter the contract by expressing their intention and free agreement. What are intention and consent enumerated as a basic condition for validity of transactions in Article 190 Civil Code? Taking into account the different mental stages mentioned for the conclusion of a contract, consent in legal terms is willingness to perform a legal act and intention is performing the legal act in mind sometimes referred to as the intention to create. The parties to a transaction are required to have the intention to create a contract; otherwise their contract would be null and void. For the intention to create to realize, the party to the contract needs to enjoy the power of understanding and distinction and manage the occurrence of the contract upon imaging the base and evaluating possible benefits and losses. Thus, a contract enacted into by an insane is null and void because of the lack of intention and will have no consequences. Article 195 Civil Code states that if someone enters into a transaction while drunk, unconscious or asleep the transaction shall be null and void because of lack of intention. Generally, the absence of intention for any reason will result in the nullification of the contract. For a contract to be concluded it is necessary for offer and acceptance to agree or there will not be a true contract (Safaei, 2008).

If a party to a transaction lacks legal will the contract will be null and void due to the lack of an essential element. However, the will may be existent but defective in which case the legislator has sometimes considered a more lenient sanction which is ineffectiveness. In some cases, although the will is defective in fact, the law does not consider the defect in the will effective based on the principles of stability of transactions and legal relations security and considers the transaction complete but gives the transactor right of cancellation to prevent their loss. In other words where the law accepts the possibility of cancellation in spite of a mistake in one of the elements of a contract, it has stipulated this sanction to prevent possible loss on the part of the transactor rather than as a consequence arising from the defect in will. There are, however three factors in will defect that lead to the nullification of a contract or transaction namely mistake, duress and misrepresentation (Aliabadi, 2009).

Parties' capacity: In addition to maturity, reason and prudent judgment, capacity is a must for entering into a contract which implies that both the offering and accepting parties must have the capacity to possess the object of transaction. This means that neither in the object of transaction nor in the person entering into that transaction, there must exist a barrier against legal possession. Article 345 Civil Code states that besides being legally competent, the seller and the buyer must be entitled to take possession of the property or its value. Therefore, the capacity for concluding a contract must be taken as capacity in its general sense whereas capacity for possession of property and capacity for being party to a contract must be considered capacity in its specific meaning.

Capacity for possession of property: This capacity or put more accurately, legal capacity for possession of property means that the property must be completely owned and managed by the transacting party or in legal terminology, be their absolute property. It makes no difference whether the legal representative of a person enters into a transaction, e.g., a natural guardian or the contractual representative of the person acts as an agent.

Capacity for being party to a contract: Capacity for concluding a transaction is being mature and legally prudent as stated by Article 211 Civil Code. This article states that in order that a contract may be valid, both parties to it must be mature, reasonable and legally prudent. Taking the latter article into account, it should be noted about capacity that such a capacity is related to the person who needs to be mature, reasonable and legally prudent at the same time. That article states that in order that a contract may be valid both parties to it must be mature, reasonable and legally prudent. Therefore, if someone lacks one of these three, their capacity is not complete and they are incapacitated that is prohibited from concluding a transaction (Hamiti-Vaghef, 2009). Article 1207 Civil Code states that minors, mentally incapacitated persons and insane people are considered legally unfit and are forbidden to take possession of their property and their pecuniary rights.

Specificity of object of transaction: According to Article 190 Civil Code, paragraph 3 a definite object of transaction has been mentioned as one of the main conditions for a transaction to be valid and the law expresses some of the conditions there of in Articles 214-216. Article 214 Civil

Code states that the object of a contract must be some property or act which both parties agree to deliver or execute. As can be seen in this article, the object of transaction can be either a property or an act. A property or act subject to possession or obligation where either party undertakes to execute the same against the other in a contract are some of the contracts with consideration that is there are two items one called consideration and the other the thing offered in return for the consideration one places against the other, such as the sale of one building on the one hand for $100,000 on the other. Some transactions are bilateral which consist of two items, one of them is called consideration and the other is called bilateral, each placed against another. For instance, consider giving a valuable book to your brother as a gift where the object of transaction is the book alone. An act can be the object of transaction too either positive or negative (to do or refrain from doing an act). An example for doing an act is a person undertaking against another to construct for them a building according to a specified plan within 1 year's time. An example for refraining from an act is when the owner and operator of a plant manufacturing a specified object undertakes against another who also produces that sort of object not to produce that object for 1 year. In the following, there are different terms of object of transaction:

- The object of transaction must be financially valuable
- The object of transaction must be reasonably profitable
- The object of transaction must have legitimate profit
- The delivery of the object of transaction must be possible (Maghsoudi, 2009)

Legitimacy of transaction cause: There are two expressions in the French law translated and used in the Iranian Civil Code as cause and reason of transaction. These words come from the French law as they have not been used in legal sense in Islamic jurisprudence. Iranian Civil Code does not mention reason but considers legitimacy of cause of transaction as the fourth basic requirement for validity of transaction with two articles appertaining there to.

Reason: Reason has been defined as the immediate, direct goal that makes the undertaking party accept the obligation. This relation of causation is so important that a contract is not considered imaginable without a reason. In contracts with a similar legal nature, the reason is the same. The same is true for reason in all bilateral and non-bilateral contracts.

Cause: A cause is an impetus or motivation which makes a person enter into a contract. For example when someone sells his or her house, the reason is to attain the price there of whereas the cause for such a sale could be buying a larger house, paying off debts, travelling, etc. Article 217 Civil Code of Iran states that it is not necessary to explain the cause for a contract while entering into it but if this is done, it must be a legitimate one; otherwise the contract shall be null and void (Safaei, 2007).

Transaction made to escape debt: Transactions made in order to escape a debt are discussed under the title of legitimacy of the cause of transaction. The above-mentioned Article 218 stated in this regard that if it turns out that a transaction has been concluded with the intention of escaping from a liability, the transaction shall not be valid (Bahrami and Ahmadi, 2007).

Implied conditions of contract: The word condition has different meanings. In legal terms, it has been used in two general, common meanings:

- Something the realization or effect of an act or event depends upon
- A subsidiary agreement in addition to the contract, being either explicit or implicit

In the following, the conditions of the contract according to the Iranian Civil Code are reviewed.

Valid conditions: In a classification, Civil Code divides conditions into the condition of description, the condition of collateral events and condition about the performance of a contract. This has to be considered the division of subsidiary conditions to contract which are valid. After the above-mentioned division, Article 234 Civil Code has defined all three conditions. The condition of description refers to a condition on the quantity or quality of the object of transaction. The condition of collateral events refers to a condition made on the realization of something in the outside world. The condition about the performance of a contract arises when a condition is made to the performance or non-performance by one of the two parties or by a third party.

Null conditions: In the second classification, Civil Code divides conditions into those that are null and void themselves but do not nullify the contract on the one hand and those that are null and void and also render the contract null and void on the other. This division should

be regarded as the implied conditions of contract which are null. Article 232 Civil Code states that the following conditions are of no effect though they do not nullify the contract itself:

- Conditions which are impossible to fulfil
- Conditions which are useless and unprofitable
- Conditions which are not legal (Ghasemzadeh, 2008)

Discharge of contract: The literal meaning of discharge is decline and in legal terms, it has been used in the same sense which denotes the discharge from obligation which a person obliges to fulfill. In an obligation, a legal relation is formed which will break up, if it is discharged. A legal relation takes form due to many reasons and many factors have been considered for its cancellation and decline. Contract is a result of two or more wills and the result of an agreement is obligation. According to Article 264 Civil Code of Iran, obligations are discharged in one of the six ways namely: By fulfillment of obligation, by cancellation of bargain, by release from obligation, by substitution of a different obligation, by offset and recoupment and by acquisition of the debt (Mirzaee, 2009).

Damages: Long time ago when man accepted the principle of freedom of contracts and the principle of binding of contracts, a principle came to govern the legal and social relations between members of mankind which can be rightfully called one of the pillars of human civilization. This principle namely the principle of irrevocability of compensation of damages done to another is so highly respected that it is now well recognized and supported by all legal systems in the world. Based upon this principle, no one may injure or trigger a situation to injure another and if they do, they will certainly have to compensate the damages they have done. If an obligor fails to fulfil his or her obligation intentionally, the obligee may ask the court for the forceful fulfilment of the obligation and if the obligee has suffered from damages because of such failure by the other party, he or she may claim those damages. In this regard, the first article of Civil Liability Law considers the incurring of loss an indispensable condition for the possibility to compensate it saying:

> Anyone who causes a loss without legal permission that makes another suffer material or intellectual damages shall be responsible to compensate the damages caused by their own act

Additionally, the necessity for existence of loss can be understood from Articles 515 and 520 Civil Procedure Code of Iran enacted in 2000.

CONCLUSION

Throughout the history, Iran has presented itself in different legal systems with the administration of justice always being the main purpose of legislators. With the advent of Islam, the Iranian legal system was deeply affected by Islamic thoughts and for many years, the law experts and judges were considered as Islamic scholars in the Iranian society. After establishing constitutional monarchy in 1907 enacting written laws inspired by the western culture were begun. In 1927, the first volume of the Iranian Civil Code was completed and in 1934, the second and third columns were also edited. Although, this law has been formally affected by the French and other Western countries' laws, it has been enriched with Islamic Sharia as far as its content is concerned. A contract occurs when one or more persons undertake to do something against one or more other persons to which they consent. Generally, law in different countries is mostly concerned with obligations. An obligation is someone's responsibility to do or not to do something to the benefit of another who is considered a creditor. Regarding the duration, contracts are divided to either irrevocable or revocable.

The principles of contract law in Iran are binding nature of contract, principle of freedom of contract, principle of validity of contract, principle of privity of contract, rule of custom, basic condition of validity of transaction, implied condition of contract, discharge of contract and damages. Moreover, the basic conditions for a contract to be valid are intention and consent, parties' capacity, specificity of object of transaction and legitimacy of cause of transaction. According to Article 130 Civil Code, intention and consent are a fundamental condition for the validity of transaction. That is why, if someone enters into a transaction while he or she is drunk, unconscious or asleep, the transaction will be null and void because there is a lack of intention. Offer and acceptance are considered one of the undeniable bases of a contract so that when a party to a transaction lacks legal will the contract will be null and void because of the lack of a main basis. There are three factors rendering will defective namely mistake, duress and misrepresentation each nullifying the contract or transaction alone. Capacity is an important prerequisite for concluding a contract, capacity has been explicitly mentioned in various articles of Civil Code for possession of property and being a party to a contract. That is why an incapacitated person, a minor or insane person may not take possession of their property. Also, the object of transaction needs to be some property or action that either party undertakes to submit or fulfil. The intention for a contract needs to be legal too;

otherwise the transaction will be null and void. Thus, a transaction made with the intention of escaping from a debt is not binding. An implied condition in a contract is a condition or bind that is intended in a contract for or against the parties or a third party.

A contract containing an implied condition is called a conditional contract. Some conditions nullify a contract such as a condition contrary to the nature of the contract or an unknown condition the ignorance of which would cause an ignorance. Therefore, a distinction has been made between valid and void conditions. A practical attainment of both obliged parties to the fulfilment of the contents of the contract is certainly the main motive and final objective in all contracts. What is meant by the fulfilment of an obligation is that the obliged person should do what he or she is required to do according to the contract. Therefore, obligation does not remain effective forever, it may end after it is born due to one cause or another. Civil Code of Iran has enumerated six of the causes for discharge of contract in Article 264 as follows: By fulfilment of obligation, by cancellation of bargain, by release from obligation, by substitution of obligation, by offset and recoupment and by acquisition of debt. The contractual determination of damages and failure to fulfil an obligation are usually used and paid attention to by obliged parties as an implied condition.

REFERENCES

Aliabadi, A., 2009. Development and Removal of Obligations from Contracts. 1st Edn., Daneshpazir Publications, Tehran, Iran.

Bagheri, A., 2003. Discharge of Obligation: Analytical Review of the Jurisprudence Principles of Civil Code. 1st Edn., Nashr Publications, Tehran, Iran .

Bahrami, R. and H. Ahmadi, 2007. Generalities of Contracts. 2nd Edn., Mizan Publications, Tehran, Iran.

Bonakdar, M., 2005. The Civil Code. 1st Edn., Vol. 1, Espadan Publication, Tehran, Iran.

Daneshpajouh, M., 2010. The Introduction of Law with a Iranian Law and Islamic Viewpoint. 1st Edn., Vol. 1, Samt Publication, Tehran, Iran.

Gharachedaghi, G. and A. Arjang, 2001. The Contractual Obligations Discharge in Islamic Law. 1st Edn., Samt Publications, Tehran, Iran.

Ghasemzadeh, M., 2008. Principles of Contracts and Obligations. 10th Edn., Dadgostar, Tehran, Iran.

Hamiti-Vaghef, A., 2009. Principle of Contracts and Unilateral Obligations. 1st Edn., Daneshnegar, Tehran, Iran.

Jafari-Langroudi, J., 2010. Obligations Law. 4th Edn., Ganj-e-Danesh Publications, Tehran, Iran.

Katouzian, N., 2006. General theory of Obligation. 3rd Edn., Mizan Publicaitons, Tehran, Iran.

Kuhrt, A., 2007. Persian Empire. 1th Edn., Vol. 1, Taylor and Francis Routledge, London, UK.

Madani, J., 2003. Civil 3, Discharge of Obligations, Implied Conditions of Unauthorized Transactions. 1st Edn., Paydar Publications, Tehran, Iran.

Maghsoudi, M., 2009. Contracts and Obligations. 1st Edn., Pazhouhan Publications, Tehran, Iran.

Mirzaee, A., 2009. Civil Code. 1st Edn., Behnam Publications, Tehran, Iran.

Mortazavi, A., 2008. General Rules of Contracts. 1st Edn., Nikbakht Publicaitons, Tehran, Iran.

Safaei, H., 2007. Article on Civil Code and Comparative Law. 2nd Edn., Mizan Publications, Tehran.

Safaei, H., 2008. Introductory Course in Civil Code. 6th Edn., Mizan Publications, Tehran, Iran.

Shabani, G., 2006. Specifying Losses in Agreements and Obligations. 1st Edn., Etelaat Publications, Tehran, Iran.

Shahidi, M., 2009. Formation of Contracts and Obligations. 7th Edn., Majd Publications, Tehran, Iran.

Shahidi, M., 2011. Discharge of Obligations. 9th Edn., Majd Publications, Tehran, Iran.

Yaqin, A., 2007. Legal Research and Writing. 1st Edn., Lexis Nexis, Selangor, Malaysia.

Zarini, H. and H. Hazhirian, 2009. Contemporary History of Iranian Judicial System and Its Changes. 1st Edn., Tehran Publications, Tehran, Iran.