

## **A Survey on Coercives Unilateral Obligations Religious Jurisprudence and Iranian Law**

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**Abstract:** According to the clear wording of Article 191 BC requirement of legal acts (contracts and Coercives), There will (volitional and qualification) and through offer and acceptance and if the distortion of the will to reluctantly or under compulsion, Coercives the contract or due to the lack of Reza blunt or due to lack of intention is void. The composition will need to declare unilateral obligations of issues that can be seen between lawyers disagree. Some of them will declare the unilateral obligation, except as necessary in law, lack of necessity that is not considered unilateral obligations of the notification requirement. Their major argument, one way of unilateral contracts and thus does not need to agree on them and this rule is the lack of foresight by the legislature. Their major argument, one way of unilateral obligations and As a result of the lack of agreement on them this rule is the lack of foresight by the legislature. The other group did not make any difference in this respect between contracts and unilateral obligations and sentence of Article 191 BC Both in unilateral contracts have expanded. It seems that according to recent arguments and how to approach the issue of Jurisprudence (Article 167 of the constitution) as well as the principles of Article 191 BC recent argument is untenable and the announcement will happen in unilateral obligations as a condition, it is necessary coercives caused is because if reluctantly after removal of the butter, the reins of ratification or rejection of unilateral obligations is obtained.

**Key words:** Coercives, reluctantly, ratification, vicious, abominable

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### **INTRODUCTION**

In the world of credit rights are always given credit practices legal actions they are called. These actions are either out or contract or unilateral contract. In exercising the rights, a “marriage” is a special place allocated that persons to achieve their goals to the conclusion they are entitled and specific circumstances of each contract. Coercives the civil law did not provide a definition of it; legal action is that the marriage is considered legal acts although it is not to the extent of contract and civil law even in the independent sector has not been assigned to it. It is worth noting that the Coercives role in human life has been neglected so that the opinions provided by legal scholars to the extent that the contracts investigated, the less talked Coercives come. In addition to the lack of analytical review Coercives the Iranian law including those discussed below is located in Coercives reluctance (Lohrasbi, 1968).

Civil Code does not define reluctantly Article 202 BC reluctance to fulfill some of the conditions and criteria referred are reluctant to credit is a sensual mood the pressure and threat of someone outside the human-caused so that he could freely only Reza’s

going to be the pressure at a level which denies the person but the intention is correct fellow man, for example, if someone is threatening to destroy property and reluctantly sell your home when selling though no means consent but the legal relationship created by the will of his essay but if the intensity of pressure and threats to the extent to which a person is not able to deal May and does not have the will power off on the deal in such a situation should be considered a person lacks volitional and to invalidate the deal he Iranian law including those discussed below is located in Coercives reluctance (Jafari, 1961; Katouzian, 1961, 1964, 1974).

This mode is called Alja’ the result is that the conventional sense his reluctance to cause lack of acceptance and his intense sense of loss is going in the same rights as other foreigners in the name of undue influence there in cases where undue influence realized that in a close relationship and hide the weak side and one side is dominant and strong by using his position illegitimate pressure to make concessions to the other side the lawyer-client relationship between parents and children and the doctor and the patient may this happens in these cases there is also a similar situation reluctantly.

## COERCIVES REVIEW COERCION

**The literal meaning of the term reluctantly:** The word means someone's reluctance to use force and oppression and force the coercive force someone to do something and the so-called forcing someone to do something is forced reluctance is that a marriage party or a third party, party forced the reluctant threat of For fear of actually making important and imminent danger to himself or his wife or one of the relatives of ascending or descending believe. Or threat to life or a threat to the width of one of them or their property. Reluctantly should be in the legal definition of reluctantly said: coercion to harm the Turkish menace to it. Had more reluctance legal aspects and according to the jurists reluctant to warn to bring harm to him or property or honor and his family realized that their loss leads to loss or The pain. Meaning reluctantly following in punitive regulations "compel others to do or omission which it is reluctant." But we reluctance is not defined in the Civil Code As a result according to the reluctance or combination of materials 202 and 208 BC it can be said: "reluctance the pressure is abnormal and illegitimate to force someone to carry out a legal action is brought against him." Whoever from the compulsion so I hope the person in the conditions of contract that freedom and independence of decision is not volition and in normal circumstances we do not practice it. Lacks confidence in the Shiite jurisprudence know and some other scholars believe that someone is going to contract terms but does not intend meaning and significance. In practice sometimes reluctant to do right is like forcing speculators to sell the goods hoardings legally insolvent or sell your property for paying salaries owed by the judge and sometimes unjustly take place such as a reluctant person to be able to do unlawful or omission of obligatory and establishing certain unilateral obligations by contract or unjust person. According to Article 202 BC "actions that are reluctant to his intelligent and effective in person to life or property or threaten your reputation so that usually can not be tolerated." According to this study, the actions of age, personality, morality, male or female person must be considered. Article 204 BC It also states: "the threat parties in honor of breath or life or his close relatives such as husband, wife, fathers and children are under duress." In this matter, the proximity detection depending on the custom is reluctant to be effective. Since, the consent of the parties to the contract requirement so the

contract must consent in the absence of one of the parties to be blunt. It is true that due to blunt void marriage but marriage is not satisfied with one of the parties to the contract where the contract has no legal effect. Blunt contract law in the universe, existing as a skeleton imperfect credit spiritless is complete and valid contract and its legal effect flows and if someone is dissatisfied, their dissatisfaction later declared that the partial credit will be destroyed.

## COERCIVES CONDITIONS, COERCION

**Lack of volitional:** Psychological analysis will decide what steps Coercives contracts was told is true; source movement and thus reflect and acknowledge the usefulness and necessity of doing and have done in the open environment. The last stage of the decision and the beginning of May and is intended to create. Volitional two conditions, rights and conditions apply different concepts of each other The intention is that the content of Coercives shall have the intended composition. While the concept R. condition that the parties must voluntarily and freely breath and take action to conclude the transaction. In Article 190 BC the basic elements of the transaction agreement stated that "the validity of each transaction the following conditions are essential:

- The intention of the parties and their consent
- The capacity of the parties
- The specific subject of the transaction
- Legitimacy to the transaction

Alliance strengthens the foundations of marriage and Coercives the reasonable suspicion the term "transaction" is used in its general meaning jurists way And includes Coercives too. Therefore, when speaking of condition R. and inaccuracies Coercives comes Coercives accuracy is assuming the other conditions. In other words where is discussed in Coercives the other terms and conditions including Coercives intended to create a theme (s plan) is. After Coercives due to lack of accuracy should not be construed knew this was not going to require the withdrawal of controversial essay because if there is no compulsion if the person does not have the unilateral autonomous aimed at realizing content Coercives not true and this nullity based on lack of intent is not a lack of discretion.

The legal term is called provided that the guarantee "intention" nullity of the

transaction. While the sanction of the condition of "David" is not Coercives influence. In Article 191 BC "the contract can be fulfilled with the intention willing to bet anything that indicates the cost of the plan." It can be downloaded from the absence of intent can not be realized willing Coercives this is nothing less than the invalidity of the transaction under Article 203 of the same law states that "the deal is reluctant to cause..." therefore although the views of civil law contract is not void it is blunt and penetrating with Article 209 of the act and is completed with the consent of the next but Coercives is void. Coercives not because of supplies with a real will to be Coercives enough that the messenger and be satisfied at the same time and a discussion of the contract to the knowledge and consent of both sides to compromise in Coercives not the case (Langroodi, 1966).

**Illegitimacy reluctantly:** Threats should be the subject of illegal and illegitimate such as threatening to assault and murder or destruction of property will not be achieved otherwise reluctant. So, the threat is permitted to exercise rights and acts of compulsion can not be realized. Article 207 BC in this regard stated that "a person bound by the order transaction composition of compulsion is not legally competent authorities." For example, if the creditor by the debtor of his obligation to be pressured to release and threatened that if no release obligation, destroys property, due to the lack of legitimacy of the action reluctantly, the release is void. The element of legitimacy reluctant to question that arises this is to fulfill reluctant to illegitimate means or purpose or both?

Some researchers as legitimate means and ends, the researchers do not know reluctantly in other words, if any of the illicit means or purpose are effective reluctant to do that for example, if one of the legal means to achieve their right to use, reluctantly does not constitute but if even legal for the purpose of unlawful use of means of coercion is realized as a woman using a check that had robbed her of Czech category, threaten him if you do not give him a divorce, the Czech enforces and also under the threat husband to divorce her which in practice women divorce is void for lack legitimacy. There seems to achieve reluctance element of legitimacy in each of the object is enough For example, if one were to require the person to sign the document of divorce, he threatened to murder or the destruction of property or vice versa holder Czech exporter with

implementing his threat to divorce his wife to marry his Czech holder, it seems, however reluctantly been achieved (Khodabandeloo, 1971).

**Proportionality between the threat and deal:** For the realization of the unwillingly is entering the unbearable pressure, it is necessary proportionality between the threat and deal-threatening, it consists of requests exist so that, usually prompt to avoid the consequences of conducting threat to offer a trade such a person threatening, Shafi threatened that if not to take into survivorship, he will occupy land. And if there is no customary proportionality between the threat and requested the transaction can be reluctant, like someone threatening, Shafi threatened that if the certificate is not survivorship, a slap in the face to be played or glass he breaks automobile. In this case, the terms of the transaction executed is intolerable threat habitually and one for avoiding a slap or break windscreens, Coercives coercion to obtain the pre-emption is not willing to deal. Coercives effects of coercion as was stated, the lack of influence of Coercives reluctant to two factors:

- Flaw consent and that his intention is not to rely on a healthy pleasure and motivation is fear of execution threat
- The illegitimacy of forcing someone to do something that does not pay homage to those imposed in other words, denial of social relations

And the principles should be recognized that due to the reluctance Coercives no legal influence. But what are the questions and answers make it difficult coercives next is whether the satisfaction of (timely) In other words, unilateral contract is void due to the reluctance or like blunt contract? Coercives jurists believe that coercion is invalid but some lawyers believe the fundamentals of our unity towards the unity of the sentence reads for if the defect can be will be rectified in the essay what does it matter that this will be one of the pillars of compromise with others (contract) or on its own server and helpful. (Coercives) because the basis of the contract, the disadvantage is pleasing to and illegitimate force people to do something that it does not relish and this can be seen both in Coercives. But this has adverse effects including the effects of divorce can see it. On the other hand, some lawyers believe that the result is not going and Coercives is void. So, the divorce also have to follow jurists Coercives and the invalidity of advocating reluctant because of divorce

if you're not a result of divorce is void. Because often reluctantly, intending thereby disappears after divorce is void and implies the invalidity of the Shiite traditions. Regardless of the outcome going to know who lacks and the invalidity of legal action he would prefer, it is natural that the provisions of Article 209 BC Coercives counting and to rule on their special contract and decree of nullity day. But this analysis has not accepted the civil law reflecting the mood show that he is willing to deny the word and not a result to get out of harm's reluctant both of the discontent wants. In other words, he has no intention of acting that does not rely on a healthy pleasure and is therefore not invalidated blunt. Because to deal Reza and imposed it upon themselves immune to the threat of execution on the other hand Coercives will influence the result of the letter and spirit of the law is enough to bring that's why we have to admit that the rule in Article 209 BC Coercives also be expressed in observing unless a special decree or law is inconsistent nature of legal practice. Such as divorce and getting to survivorship.

#### **RELUCTANTLY IMPACT ON A VARIETY OF COERCIVES**

**Reluctantly impact on divorce:** Divorce is a must Reza. Creative intention relief on its own without having Reza in order to be useful not legal effect as a condition of the consent of the person who intend to effect the intent of the legal acts and freedom of action is based therefore in the case of divorce shall be moderate that measure your profit and loss and have full authority over their actions and it is created in a peaceful environment without compulsion, so if divorce is a divorce Mkrh not the case. That of 1136 BC "the divorce shall ... be free." Thus, when divorce is can not be enforced by the subsequent consent because of health conditions governing divorce and put the divorce. Shiite religious scholars Khamse and the impact on divorce reluctant to disagree. Hanafi divorce to know the correct Reza despite a lack of due discretion but President jurists and Shia are believed to invalidity divorce reluctance. Due to the lack of divorce lawyers as invalid

Contrary to what the transactions that whenever one of the parties at the time the transaction is not autonomous, by order of 209 BC by signing the deal after the fix is reluctant to enforce. The actions reluctantly, age and personality, morality, male or female person must be considered. "Thus when a man is a woman, secretly take another wife and the

first husband of the woman, he finds himself in a dangerous situation of the region and feared that they may have been assassinated. And without the threat reducers, second wife divorce is not. Derived from Article 208 BC which says: "once someone without fear of being threatened by the reluctance he is not."

In case the person as a result of emergencies such as poverty, distress or ill-treatment of women forced to divorce his wife, Divorce is not the result of reluctance on of Article 206 BC is correct. 206 BC: "if anyone as a result of the transaction not considered emergency and emergency deal will be valid." In cases where the woman has the right to compel the husband to divorce and he was forced by a court to be divorced, the divorce was a result of compulsion and correct of Article 207 of the Civil Code: "require a person to deal compositions as provided by competent authorities under duress is not legal.

In divorce volitional subject to two things should be noted: firstly, divorce, the divorce should be anyway that actually makes the volitional divorce so if you want a divorce and his consent is missing or corrupted are void. Volitional because it requires a legal act is a legal act nullifies their lack nevertheless, the 1136 BC for further explanation referred to the need to plan in divorce. Vices of consent only reluctantly mistakes may occur in divorce. Legally wrong about the possibility that the man is the owner of several women and wants a divorce but divorce is necessary to enforce our rights with procedural law knows of the mistake is almost impossible. Reluctantly, both in law and in Iran's rights to divorce and nullity of 1136 BC It is explicitly pointed out, however, requirements is not reluctant husband to divorce by virtue of a court order and not divorce this particular story so that Article 207 BC "the competent authorities in the rule of law requires a person to deal composition is not reluctant" but it is certain that divorce does not deal in terms of Article 207 of the divorce reluctantly quite well. Secondly, since divorce is unilateral obligations agreed volitional condition is not true and divorce to the husband's will is done but the husband sometimes willingly and sometimes to the divorce court. So, legislator divorce nullifies the doubt and suspense consequently it is considered that the divorce is void coercion after the divorce which has been reluctant to confirm what should women do? Possession husband and her ex-husband suddenly faced with the signature or continue to wait? The nature of the short deadline may accept the divorce

and the husband (they divorced) in civil law and the importance of family guardianship and custody of children has been dissolved by doubts and desires are not compatible games and should determine the fate of the family in such a decisive and clear.

**Reluctantly impact on marriage annulment:**

Cancellations must be satisfied to terminate the transaction. So reluctantly termination is that it is void and the next consent can not be due to its credibility and influence; for the sake reluctant to merely absorbing composition and next would be enforced a ruling which dealt with contracts and it can not be extended to unilateral obligations. Terminate the contract is subject to the same ruling For this reason, civil law on marriage in all types of cucumbers terminated immediately put the fate of families remain shrouded in mystery (Article 1131 BC).

**Reluctant to take effect on the survivorship:**

Like other legal acts, Shafi also have to be volitional property sales. Accordingly, the pre-emption taken reluctantly cancel it because of the reluctance of the pre-emption right is not compatible with the immediate implementation of its invalidity is preferable. Now that the consent of the missed opportunity and perfection Coercives not work. In case that ignorant to the terms and conditions of sale has been completed, even though his right to remain, because what happened is void because the subject is unknown, it is not possible to enforce legal action and is willing partner can make a new acquisition. In this case, getting the pre-emption relates to future and survivorship benefits are reluctantly sales and R. buyer belongs.

**Reluctantly impact on release:**

About invalidity O'Brien who reluctantly fact is Shiite jurists disagree whereas, celebrities have ruled on the invalidity of the contract as well as the reluctance some believe that the release reluctantly, blunt and penetrating be reluctant to enforce the release after a decline. In Iran, it seems that the famous sentence of release should be joined be null and void. Lack influence due to the absence of exceptional sentence Reza ruling is purely for contracts prescribed and it is not possible to unilateral obligations including the extended release. On the other hand, the tone of 289 BC also in such a way that reinforced the possibility of invalidity release; because as previously mentioned, a legislator with the condition of "voluntary" in the

definition of coercion, shown that liberation is reluctant to have no effect. Although, the general rules of the Coercives reluctance to cause the transaction knows But the condition of "optional" in the definition of liberation is something that show available of the pillars of the legal action and "release" does not work spontaneously.

**Reluctantly impact on accidents:**

In Iran, it seems that the famous sentence must be joined symptoms and be null and void. Lack influence due to the absence of exceptional sentence Reza ruling is purely for contracts prescribed and it is not possible to unilateral obligations including the waiver was extended. So turn away without the intention is not willing or by coercion.

**The effect unwilling to admit:**

Coercives if one is admitted, reluctantly admits it invalidates the because news can not be suspended and the provisions of Article 209 BC in the essay is about the possibility of ratifying contract and implementation of new news past news is that in the past acts like the essay refers to the future. The opposite view is expressed in the confession that the contracts and (Novin, 1992) unilateral obligations, the result is not going to bet, whatever the intention of news, simply because the news is true confession (Art. 1259 BC) so confessor who reluctantly admits and utters the word and intent statements intended meaning but because in confession can not imagine going to result talk like that contracts can not be said reluctantly, going out of destroys. The only thing we can say confession is good nature the confessor that reluctantly, admits that wants to free itself from the effects of threat and coercion to achieve a goal, your news is not properly adhere, this means that despite the fact in order to rid your face of the threat as opposed to actually confess. Thus, reluctant to admit is that threaten health and the news headquarters and the headquarters of false news, can not be trusted. Then what is "ineffective confession" in Article 1262 BC lack of confidence to the statements and news headquarters. This mistrust will continue as long as the cloud shadows reluctance of the confessor resolved and when he had free will enforce or deny the confession. After reluctantly allowed the confession that was issued It is conceivable as contracts allow is also conceivable.

**On leave reluctantly impact of coercives:**

Created leave as other essays should be based on the will to

be healthy. So, if someone intent and purpose is not to give permission joke, nonsense, encourage or threaten others in fact, not permission. The crazy dude, ignorant, drunk and unconscious exports is not correct. Formally been given and the person who pretends to be going but in fact another purpose is not valid. The civil law as well volitional expression on the contract reads: 'if someone is drunk or unconscious or asleep transaction the transaction is void due to lack of planning.' So even if unilateral obligation did not invalidate the result of reluctance and with the permission of the following penetrating count it appears, due to the reluctance permission is void and the subsequent consent can not be effective prior permission reluctantly returns; custom essay because permission is considered to be non-disturbing and far from reluctant to be based on consent and custom, in fact, reluctant to leave, not permission-based. Therefore, reluctant permission is void from the beginning and let the void and non-existent future can not be revived.

#### **CONCLUSION**

The reluctance trading in the Iranian legal system is rooted in legal sources. Coercives transaction and coercion is an exception to the principle of relativity of contracts and the exceptions to the event so sure. The special features Coercives involves no contract or if the circumstances so reluctantly in Coercives realized the invalidity action in any particular reason

some researchers differentiate between works contracts and unilateral obligations have not been reluctantly and make it according to some legal opinions expressed in the reluctance of some countries work on the Coercives the flow. But the Iranian law principle that coercion was void and without legal effect is Coercives.

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