STUDY OF COLLAPSE OF MONETARY INSTRUMENTS IN IRAN’S LAW

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ABSTRACT

Promise kept is one of the causes of commitments fall. The most common causes of commitments fall is promise kept. And predominantly this link is the way of commitments fall. Innocence and action to make the commitment to be a commitment by the parties to the transaction will actually assume materialize. As soon as you commit to their promises, the pledge is destroyed and obviously cannot commit squashing replay claim it. The various definitions have been proposed to promise kept.

KEYWORDS: Commitments, Dissolve the contract, Commitments fall tools, Commitments fall

Rights are social system that was born with the purpose of regulating the relations between individuals. To accomplish this goal requires rules that create rights and commitments and liability for the commitments to respect the human right to impose it on others. In this process, special relations with the community at large and not had seen in private two-person relationships. But the commitment that a person is liable to further commitments, not eternal day ends and the fact that most of the financial relationships or civil liability arising from the contract. That being the transverse instability and the commitment that it has had on the legislature to adhere to the general principles of law, provided that: "The presumption of innocence or the right religion, so if someone is claiming to prove it ..." In the end, the commitments of the materials to "rig crash commitment" that one of them could be assigned to the Iranian Civil Code Article 264 and Article 1234 of the French Civil Code are however some cases where the legislature is considered part of the commitments falls tools, they are not real and direct cause of the fall of the commitment because, in my opinion, "the tools fell commitments, toys that are directly causing commitments, whether contractual or non-contractual, implemented and perfected before it has vanished and disappear law of the universe." Considering this definition, a tool that will indirectly cause the decline of commitment as a means to achieve the performance and commitment to excellence have resulted in the loss of its, such as Promise Kept in number of instruments that fall outside the first chapter we have tried to do this mission critical in Article 264 of the civil law

Part I - Review collapse means commitments referred to in Article 264 of the Civil Code

Legislator in the Civil Code defines collapse without commitments and without any division between instruments; it has only the factors that led him to decline the engagement. According to the article, "commitment" to cease to be one of the following:

1- By Promise Kept 2 - by Eghaleh 3 – by clearance 4 - Converted by 5 - by purchase 6 - by unconditional ownership. "[Article 264 of the Civil Code]

Besides the above, the termination (option) and the termination of the instrument (the intermediary) commitments fall, he said. [Ghasem Zadeh, Morteza, civil rights, Contracts and Commitments brief, pp. 244]

First chapter: Promise Kept

To deliver, literally meaning "the place and keep the covenant" and the term legal commitments owed by that leads to its deterioration. Whether the actual tool fall part of its commitment to fulfill that promise or not, one can distinguish the two terms:

A) Promise kept is the causes of commitments fall: According to this theory, although in principle to deliver, implement commitments but because the endpoint is bound to be committed, be it as part of the commitments fall tools. This theory has many advocates of the rights of Iran and other countries.

B) Promise kept isn’t the causes of commitments fall: The first batch of view, we can say: The fall is not a commitment to deliver the best tools to do it with commitment, commitments and lapses committed to cutting their own commitment

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But first, in promise kept, commitment, performance and reaches the stage of perfection, while the fall in the real sense of the word commitment occurs when the commitment is exhausted before the concert and the stage of perfection. Second, the commitments falls tools are instruments that are directly caused the decline, while the promise kept, fall engagement is achieved indirectly and consequently its implementation. Second opinion at first view, technology is more and more acceptable. Thus, Mazu, the famous French lawyer, a promise kept in the "contract" is not spoken in the fall issue of commitment, the rights of Iran's doctor Katouzian, indirect or secondary consequence of the collapse of the commitments to have promise kept. [Safaei, Seyed Hossein, Civil Rights Foundation, the general rules on contracts, page 232]

Second chapter: Eghaleh

Eghaleh literally: "the elimination and removal" in terms of the dissolution of marriage is compromise on both sides. Whether Eghaleh fall in the real utility undertaking or not, can be smelt were two comments:

A) Eghaleh is the causes of commitments fall: According to this view, Eghaleh caused by the dissolution of the marriage and, therefore, the commitments of the parties shall be void and fitness Eghaleh mentioned in the discussion of commitments falling due has the same philosophy. The comments from some of our great jurists including doctor Emami, doctor Shariati and Mostafa Adl was accepted.

B) Eghaleh isn’t the causes of commitments fall: Considering the above, the following reasons can be removed Eghaleh among the commitments fall tools:

6- Eghaleh, the primary cause of the collapse and dissolution of the contract (Article 283 of the Civil Code) obligation shall be void and consequently causing the crash said the commitment, the commitment to eliminate laws that directly. [Safaei, Seyed Hossein, Civil Rights Foundation, the general rules of contract, 248/]

Third chapter: Clearance

Clearance of the word means "to get rid of something unpleasant," and the phrase, «Eghaa is free whereby, the creditor of his right passes. “ In Article 289 of the Civil Code] The majority of scholars agree unanimously, Clearance from falling tools as commitment, but also among some scholars consider to be seen which, due Clearance dismantled and acquisition, and we continued to hesitate between two opinions referred choose to take stronger terms:

Clearance causing commitments fall

Among some tools commitments fall in Article 264 of the Civil Code has only owes an obligation and a right to demand religious examples from Dainichi (Adapted from article 290 of the Civil Code) get out of the religion of his assets. That Article 37 of the Egyptian Civil Code expressly provides: "Whenever Dainichi discretion, the debt obligation is void Clearance commitments ...» commitments fall indebted, will cause the collapse of religion guarantees. For example, if a person is acting credits, with thanks Dainichi Clearance and acting are both innocent disclosure (paragraph 3 of Article 746 of the Civil Code). Almost unanimous opinion of the scholars stated that large populations like second martyr and Seyed Mohammad Kazem Tabatabaei Yazdi. Lawyers such as doctor Katouzian, doctor Shahidi, doctor Emami Langroudi Iranian Law and Karbonieh, Stark, Runalnd, and Buayeh in French law right to seek finance creditors know that they can either leave it or ask for it with his determination to overthrow.

Effect of Clearance, wavering between abandonment and acquisition are

This opinion is in the minority compared to the first view; the book is seen by some scholars. This belief is rooted in the writings of the jurists Clearance discuss the status of returns because these groups Clearance Section gift owe discussed religion and both have taken legal action.

Fourth chapter: Convert commitment

Civil Code of Iran, France and Egypt will have a definition of conversion, but it can be defined as: «commitments fall by creating new bonds that will replace the former is ex obligation.” Safaei, Seyed Hossain, Law Foundation civil, general rules on contracts, page 262] Domestic and international legal consensus on this concept has led to the compilation, they saw three steps to convert our commitment: Domestic and international legal consensus on this concept has led to the compilation, they saw three steps to convert our commitment 1 - commitments fall of former 2 - create a new commitment 3 - associated the two in a single action. Between the two acts, there is an interval that would
otherwise promise kept old commitments fall and make a new commitment, a new legal act. Evaluation of expert opinion indicate that some, purchase commitments fall from utility known and some have made it out of the scope of this tool and we'll continue to review these two approaches:

**Purchase causing commitments fall**

According to this view, the attainment of conflict between two religions, two innocent parties is void and due to the amount of the purchase. Appear in the latter part of Article 295 of Iranian Civil Code which provides "Both the debt to the extent that the same equation can be resolved to purchase it either of the parties are against each other." Article 1290 of the French Civil Code, which states that "... Two debts to the extent that the same equation can be there from the moment they cease to be fulfilled at the same time together" and appearance of the Egyptian Civil Code, Article 365, which stipulates that "two religions barter down to its lowest level since the two are both are eligible to purchase" confirms this view while this view has many supporters in the doctrine. The law also purchase debt issue is a recurring payment and remove explicit commitment fee and today, international trade is very popular and is known as a quick means of payment. Rights Foundation, the general rules on contracts, page 269]

**Chapter Two: Acceptable tools**

This article discusses the tools that we have mentioned in Article 264 of the Civil Code, but our legislature has refused to provide it. A common feature is that all their tools, commitments fall dissipate because it is one of the basic legislation can therefore speak of them as "the decline of one of the pillars of commitment."

**Expiration of the Term Commitments**

Whenever the parties in their relations, a specific term for the commitment they have provided or promised to sentence norm is valid after a certain time period, the commitment itself lapses. For example, if necessitated that needed to commit it to keep up to a month at this time on the opposite side willing to accept won't shall a commitment to the expiration of lapses. Also, if you own, within one year from the date the appeal is void against the endorsement of their commitment not to litigate against the holder (Articles 286 and 289). Time remaining term commitment must be fulfilled because of the expiration of the first commitment period dissipated but the latter, if committed in time, cannot perform his obligation requires him to do his or compensation.

**Lack of commitment to implement**

That is where our assumption concerning the commitment, it is possible to run but since this possibility is denied because otherwise, it is impossible to guarantee that it is feasible void from the beginning. The inability to make commitments fall will be committed, first: commitments may be legally or practically impossible and it is not just difficult; secondly: exclude the possibility that an agent has an obligation to implement than commit, is unpredictable and outside the control of the debtor.

**Lack of commitments including assumptions are exhausted**

If the obligation is upright person, dead or inability to commit undergraduate commitment, it will cause a fall. If the strength of the commitment, later denied committing the lack of power forever and where there is no power, but the commitment must be temporary in its own time and the time of its implementation constitute a favorable interpretation commitment unit, If this is denied power due to a fault and will not owe result is commitments fall. For example, if after the conclusion of the sale, the power surrendered his commitment lapses or is withdrawn for good sales vendors selling is terminated. It may be objected that comes to mind in this case and consequently the obligation to terminate the sale and the other directly commitments fall lapses has been reached. But the answer must be that this assumption is primarily a commitment lapses since signing a sale, no matter the termination of the contract will be terminated as a result commitments fall incidental and not vice versa. If a transaction or do something by law, be declared illegal, aborting the transfer of property or the obligation to do it. For example, the obligation shall be void if a person is obliged to sell to person congestion and the Parliament to pass a law that forbids the sale. If a person is obliged to give up, but given the potential Cairo fault or act of giving a third party will result in the loss or the loss of all three of these instances is the same size, commitment, committed lapses. Unlike the French and Egyptian legislator of our legislators, not to mention wasting commitment alongside other commitments fall tools but the dispersed material can be found in the Civil Code indicates that in terms of our legislators waste commitment, It is down, for example, paragraph 2 of Article 51 of the Civil Code provides that a financial loss
in the event that the issue is profit, the profit is exhausted. Well as Article 378 of the

**RESULTS**

1. Commitments fall tools directly related to the factors that cause deterioration obligation, whether contractual or non-contractual, whether they are already fully implemented and its reach.

2. Among the legislators mother instances enumerated in Article 264 of the Civil Code is part of the commitments fall means only clearance and become undertaking the commitments fall due within the meaning of the above eghah, promise kept, unconditional ownership and the purchase cannot be a part of this collection as the eghah the main stumbling block placed and commitments fall, thus further indirectly it., three factors after the fact, utility commitments and commitments fall as a result of is obtained.

3. By law, some states and some experts have noted commitments fall due as a tool to realize we are not in Article 264 of the Civil Code: Including termination, invalidity, termination condition, symptoms, and time to fulfill that front. As it was evaluated, none of these factors cannot be considered is as the commitments fall due to their failure to mention the civil law seems to be correct.

4. Expiration term commitments and lack of time to execute such contract commitments fall of real instruments that have been mentioned in Article 264 and although in some instances it can be seen scattered in the substance of the law, but it is mentioned in Article 264 and as tools commitments fall, could have been better be more co-ordinated techniques legislation.

**REFERENCES**

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