The placement of receipts in forming and needing to contract in law of Iran

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INTRODUCTION

Contract condition can be cleared by anwering to this question that is the originality of necessary is hidden in contract? Because if the contract had necessary source in its own, its range is developed and can cover all social aspects of society, sometimes the social roules hide this power and prevent its movement and this act has an exceptional face and is in agreement with social preferences. To determine the range of contract, the allownes of legislator is necessary and it must be limited to preform style. This general behavior that is because of good conditions is a short way to make certain answers. Indeed the law of Iran in some cases such as prison-forgiveness and receipt are correct legal acts. The definition of receipt was indicated in various books and it shows that receipt is necessary condition or contract correction, receipt is condition of validity and difference in views of Islamic scientists in its forms has not involved with receipt reality and its validity is because of discovering it and as it show in 962 case, determine its confirms is task of convention. With these descriptions, this question is raised that do existence of alternative in each responsibility is creating the necessary or receipt and cut of contract create responsibility? The present research wants to answer these questions.

Research method:

Special feature of legal studies leads to this that the most appropriate method in this field is descriptive-analyzing and during the study, this research method was used. The method of collecting data in this study is librarian and so the used instruments are books, information banks, Internet and so on.
There is no doubt that after contracting and creating responsibility, sharpness in problems. In civil rights of Iran, this subject is an important problem that during present study we can not ignore. Every contract is including collection of guarantees and assurances that provides the supporting of rights of others. Exectuting of these necessities may not provide because of some unknown reasons and so supporting that is impossible. In an international or national exchange, the contract is confronting with some treat, so one of the important discussions in contracts is determining a responsible person to the damages. A problem that in all factors that receipt is necessary condition or contract correction, receipt is condition of validity and difference in views of Islamic scientists in its forms has not involved with receipt reality and its validity is because of discovering it and as it show in 962 case, determine its confirms is task of convention. With these descriptions, this question is raised that do existence of alternative in each responsibility is creating the necessary or receipt and cut of contract create responsibility? The present research wants to answer these questions.

In this method, following factors were considered:
1- seeking in historical information
2- dividing information to early and secondary
3- study the early references including reports of objective evidences, main documents and so on
4- study the secondary references including describe an event by third person and so on
5- evaluation historical information
6- international and national analyzing
7- analyzing to correctness of information

Definition of contract and its various types:
Contract condition can be cleared by answering to this question that is the originality of necessary is hidden in contract? Because if the contract had neccesary source in its own, its range is developed and can cover all social aspects of society, sometimes the social roules hide this power and prevent its movement and this act has an exceptional face and is in agreement with social preferences. To determine the range of contract, the allowness of legislator is necessary and it must be limited to preform style. This general behavior that is because of good conditions is a short way to make certain answers. Indeed the law of Iran in some cases such as prison-forgiveness and receipt are correct legal acts. The definition of receipt was indicated in various books and it doesn’t need to interpretation because it clearly explain that it wants to prevent penetrate to rights of others. Every contract is including collection of guarantees and assurances that provides the supporting of rights of parties. Executing of these necessities may not provide because of some unknown reasons and so supporting that is immppssible. In an international or national exchange, the contract is confronting with some treat, so one of the important discussions in contracts is determining a responsible person to the damages. A problem that from old times is in attention of parties of contracts is responsibility of languages that enter to exchange, so correct and exact indication of tasks can prevent these problems. And lacking these factors may leads to sharpness in problems. In civil rights of Iran, this subject is an important problem that during present study we refer to them. In view of law history, the contracts divided to four groups: formal contracts- objective contracts- satisfying contracts and unknown contracts. Among them, objective contracts are not complete and they nesseccitate further studies.

Contract is a written document that is in an exchange and indicates the tasks and responsibility of each of the parties and has some conditions. Condition has various meanings and it word means commitment.. Civil law in some cases indicate receipt as condition to correctness of legal deed. In Imamieh religion the receipt emphasize to this subject that asset ownership transfer from debt receiver to debtor and this was determined by some scientists including: Shiekh Toosi (1932), Yahia- Ibn Saeed (1974) and so on.

Subject of contract in objective contracts:
Indeed exchange is related to an asset that is transfer or it is a deed that its removing leads to commitment. Receipt in objective contracts leads to ownership, so the subject of receipt in objective contracts leads to ownership of other persons and so this is an important subject that must be studied.

Conditions to receipt validity:
During early age of human life, the exchanges were not such as today ones and that time the exchanges were in tribe forms. So during this time it can be said that the contracts are so important that we can not ignore their validity and their cases. This general behavior that is because of good conditions is a short way to make certain answers. Indeed the law of Iran in some cases such as prison- forgiveness and receipt are correct legal acts. The definition of receipt was indicated in various books and it doesn’t need to interpretation because it
clearly explain that it wants to prevent penetrate to rights of others. Every contract is including collection of guarantees and assurances that provides the supporting of rights of parties. Executing of these necessities may not provide because of some unknown reasons and so supporting that is impossible. In an international or national exchange, the contract is confronting with some treat, so one of the important discussions in contracts is determining a responsible person to the damages. a problem that from old times is in attention of parties of contracts is responsibility of languages that enter to exchange, so correct and axact indication of tasks can prevent these problems. And lacking these factors may leads to sharpness in problems. In civil rights of Iran, this subject is an important problem that during present study we refer to them. In view of law history, the contracts divided to four groups: formal contracts- objective contracts- satisfying contracts and unknown contracts.

Conclusion:
Contrary condition can be cleared by anwering to this question that is the originality of necessary is hidden in contract? Because if the contract had nceessary source in its own, its range is developed and can cover all social aspects of society, sometimes the social roules hide this power and prevent its movement and this act has an exceptional face and is in agreement with social preferences. To determine the range of contract, the allowable of legislator is necessary and it must be limited to preform style. This general behavior that is because of good conditions is a short way to make certain answers. Indeed the law of Iran in some cases such as prison-forgiveness and receipt are correct legal acts. The definition of receipt was indicated in various books and it doesn’t need to interpretation because it clearly explain that it wants to prevent penetrate to rights of others. Every contract is including collection of guarantees and assurances that provides the supporting of rights of parties. Executing of these necessities may not provide because of some unknown reasons and so supporting that is impossible. In an international or national exchange, the contract is confronting with some treat, so one of the important discussions in contracts is determining a responsible person to the damages. a problem that from old times is in attention of parties of contracts is responsibility of languages that enter to exchange, so correct and axact indication of tasks can prevent these problems. And lacking these factors may leads to sharpness in problems. In civil rights of Iran, this subject is an important problem that during present study we refer to them. In view of law history, the contracts divided to four groups: formal contracts- objective contracts- satisfying contracts and unknown contracts. Among them, objective contracts are not complete and they nessecitate further studies.

The effect of receipt in stage of contract and create responsibility is not important and we con not considered receipt as a main base of contract and contract can be without receipt just in none replacing receipts and some exceptions such as consume that receipt in it is condition of contract and it cannot make contract without it, but there is no doubt that after contracting and create responsibility, receipt is effective. The receipt reality is a unique factor that is appropriate with receipt subject and has various faces. In all factors that receipt is necessary condition or contract correction, receipt is condition of validity and difference in views of Islamic scientists in its forms has not involved with receipt reality and its validity is because of discovering it and as it show in 962 case, determine its confirms is task of convention.

With these descriptions, this question is raised that do existence of alternative in each responsibility is creating the necessary or receipt and cut of contract create responsibility? The present research wants to answer these questions.

Developing the human relations in modern society leads to create various types of contracts that each of them has specific condition. Those people that create these conditions must attention to contracts because they are legal documents. In this study we found some conclusions that were indicated as following.
1.-indeed objective contracts such like other contracts are legal and their acceptance is because of receipt, in other words the receipt in exchange is not because of disability in creating the contracts but it has some legal aspects.
2.-scientists in Imaieh religion that some factors lead to removing the objective contracts while there is not a reason to this claim.
3.-if contract had necessary resource in it; its range is very developed and covers all social fields. Aware legal laws about this factor can hidden it and create this general believe that the private sections can allocated to governmental ones.

REFERENCES