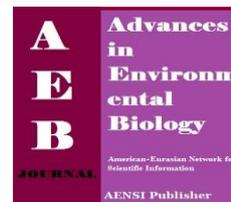




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Appropriation of the property of the other

¹Hossein Salehi and ²Ebadollah Abbasi

^{1,2}Department of Law, Abadeh Branch, Islamic Azad University, Abadeh, Iran

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ABSTRACT

Permission is conceptually significant works in the realm of civil law is followed. With looking to leave the property is not accepted, if only the credit or loan assets to be a discussion of the investigation. In some instances the law of fiduciary property seized because the leave is approved. However, it is useful to explore this issue with regard to its effects.

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INTRODUCTION

The jurists do not guarantee avoiding encroach honest person and indulgence are the two main perspectives. A group of independent law and do not in fact refer to laws Alalyad. The principal property is its guarantee [1]. Alalyad We Trust Akhzt even Todih and iodine, both the owner and the property is exceptional legal guarantee has been entered [2]. Therefore no guarantees, but if you do the long and indulgence the faithful are ready for a full, it is independent and not the rule. The second view is that Alalyad law and other legal are ready, so are ready to not be referred to the rule of Alalyad. Financial survival of the usurping bill - financial guaranty liability Lqth al-Maliki after evaluation is unknown, except in Eccles financial predicament - Sane Warranty - Warranty porter - common carrier liability - liability are ready to hire and the like exceptions to the rule have imagined. Where some writers are ready to rule the whole has been lacking [3]. But you should know this rule does not guarantee whole or in some cases by a person on behalf of the owner or the lawyer was occupied Mazoon However, he is associated liability, including one - Mal unknowns al-Maliki that Mazoon seized by the legislator is But if that turns out to belong to its owner if he refused. 2 - Alcohol property other than in a predicament: the man in the corner and eat it religiously taking Mazoon but his liability on the respective 3 - Sane 4 - hired 5 - a physician (doctor) 6 - deceitfully 7 - mariner in all of these more than Mazoon possession but wasted guaranteed.

The relationship between trusted and Mazoon:

He was exhausted and betrayed by a traitor taking place and the sponsor (Articles 307 and 311 BC) is.

So, with the following titles reflect the opinions of jurists (Factor 4, 137 - Najafi, 27/102 ff) property owner or the lawyer of the person Mazoon the permission of the seized property and contract laws in Mazoon maintain the property in compliance.

Compared with are ready to leave:

Some differences and are ready to leave with the permission of the questions are always and everywhere that loan or not? And if not, what relationship there is between them? So treacherous and trusted together retractable are free and not come because the other one is missing and it could properly be within the permission and the permission to act upon exiting the client can pry and only allowed to give his health. Anyone can offer you as much prevailing getting captured, but not everyone can be trusted and true fiduciary, or contrary to the general principle is believed evaluated n that may or may not be trustworthy? And otherwise comply with the terms of permission and permission has been provided trusted Mazoon description is qualified?

It is natural that more publicity. Otherwise, the leave application is precludes liability disappears. However, in order Eazn that causes an object to capture the sublime out will be discussed. Borrowings (Ibn Idris Ibn

16/28-42- Qdamh - 3/100) (Mousavi Bojnourdi 2/11) been seized because the owner (Myrfah -484). What is the whole basis of this principle has been taken from ideas that are not based on truth. The financial viability of favor completely usurping Lqth Warranty - Warranty al-Maliki after Tsdiq unknowns yours, not mine alcohol on Mkhsmh - Warranty makers - fag Warranty - Warranty deceitfully recruited as an exception to the rule that are ready to have understood [4]. The permission was subject to a number of writers as different and both are ready to have If a property is unknown, al-Maliki's proprietor charity that is where Mazoon if known owner of the property has declined [5].

Differences Permission to Allow:

1 - Permission is permissible but necessary permission, because permission is reversible and does not allow this feature.

2 - Permission to create a barrier but let Muscat guaranty liability arose.

Guaranty will be fault words and Muscat orders are ready to bring it.

View of the Situation to seize the Property of Non-Lawyers in Civil Rights:

Some lawyers believe the original sponsor of the seizure of the property not yet Mazoon occupied until Tsrfaty that due to marry the Act must possess it in trust announced (the consistory 186 / / 1371), as the occupation of tenants and Mstvr and Mstyr and mortgaged The contract rent (d. 493 AH a) contract deposit (d. 614 BC) loan contract (d. 640 BC) and the mortgage contract (d. 789 BC), or is occupied as the province's legal duty and responsibility to administer and possess Qyvmt It is located on the opposite meaning of Article 631 BC, which is expressed as: Mstvd not like is the guarantor of civil law in the form of contracts and institutions capture Mazoon if the trust is considered to be the result of mere permission liability will be captured. Agree with the spirit and provisions of the laws and customs and habits, and the obvious thing is to disconnect the Trust declared legally should ensure Mazoon. Warranty does not make a dent in the judgment and in accordance with Articles 577 and 582 and iodine 584 BC Mazoon partner in the joint possession of the Trust have been introduced. And the rule of Alalyad general principle of non-liability and absolute property seized or occupied Mazoon and not mazoon is deduced from the owner of the seized Trust contracts and institutions specific cases should be the exception.

Leave a disposable Trust:

Permission was captured, he is safe: leave a disposable truth from being captured: It turns out the benefit unless permission is free of charge. "If you commit abuses in Mazoon disease is responsible for loss or wastage other do not want to property was shrinking.

Obligation of seizure-induced seizure permission of Trust: The basis of this theory is that some cleric's permission of owner occupied truth captured in the concluding trust as a trust after abuse and wastage him enough to trust when you possess does not know (Sheikh Muhammad Hasan Najafi, Havaheer Alklam – Vol. 9, p 606). Although some transitive Clearance liability as owner, mortgagee by virtue of seizing the restoration of trust have been described (Gray - extensively - Accounting Mortgages - Hosseini SMJ factor c 6 p 12). Therefore cannot be responsible tenant who occupied his free spendthrift trust listed first introduced to the lack of responsibility.

Choose one of the two theories: Although the probability of being captured by the first trust permission weaker than the second theory seems to be empty, but the idea is the strength of the whole theory of liability arising out of the seizure of tenant's permission, because permission Aqvy seem to nature and nature's R. singularity cannot be declared and decreed that the assumption of liability law to seize property of non-ordained to rule responsibility for the overthrowing of waste and defects, and employment obligation is disposed of without the Malm Yjb legal responsibility will be accepted unless we hire well be suspended. One of the things that the law and the rights of us or at least incomplete capture the silent permission of the owner it's his. Disposable non-property related contracts that judgment is clear and in accordance with the contract (fixed or not myn Article 10) is treated included in the owner's permission to refer to Article 108 BC 337 BC Owner Warranty Article anticipated financial benefits from the express permission of the general judgment of the case and the legal possession of the material pursuant. What were the religious books and legal rules and the occasion was something else.

The seizure of property, other than to just leave:

Photographs capture the relations between the landlord and tenant: Each non-owner occupied property, the credit relationship establishes the legal rules that govern the relationship between the proprietor Mstyr examples Mstvd or otherwise deal with the property owner has a trust in a relationship.

Landlord and tenant relationship within the permission: Owner loan: Finance with permission of owner occupied another loan is such that the parties merely borrowed putting yours or the other purpose be borrowed from the line and accessories such as wedding deposit to borrow a phrase (the consistory contracts Azn p. 2)

permission and consent to deprive another of his property in his possession and in some cases the owner's permission to remain in the marriage contracts and can be considered equity loan.

Trustee's Prayer: Without the permission of non-finance owner occupied, but it not disease be captured by someone with legal authority. Legislator or legislative permission of that property owner would like to keep or find objects and animals found misguided to allow the faithful capture and put him (AH 163 The the seizure of the property you such as wind or flood another takes trustee's legal owner will be yours. Not fulfill the standard for the waste reduction and trustee of his character is lost. Equity loan after the expiration of the prescribed period, the parties, and the trustee can continue to capture it after the expiration of the leave, if yours does not demand (AD 494 and 631 BC) (Imam .176.1357).

The trustee Mazoon:

Do trusted Mazoon has been disagreement over the Imami jurists, this view is not faithful Mazoon permission of liability does not eliminate the effect of mere possession or profit and Abahh also does not negate the effect of guaranty or guaranty Abahh permission and must Abahh It made a difference in the liability resulting from the seizure of such property, except with the permission of the owner is seized during the capture of the property is lost or defect liability in this regard is the proprietor of the 107 Alshsat with questions and answers the following - or(Qummi - BEA 0.154) Thus, the seizure of property guarantee Mazoon Tsrfs however, whether the lawful ownership or legal permission unless permission of the capture and exploitation is free and intend Tbr (Tabatabai Yazdi. EBay to 0.39). This category Mazoon Warranty seized property interests are not profitable unless demand is the appearance 337 BC will also gather. Moreover, contracts, trust is not a feature in this case is that the principle of non-liability and non-liability of the accessories of innocence and lack of employment is due. The Civil Code or other laws explicitly ruled on this issue does not exist. It can be inferred as 574 BC According to the company, if it turns out that the contract is not enforced, and leave the other partner in the partnership property other than the mere permission is a clear example of the appropriation, while the 584's BC so Mazoon If the loss or willful trespass and waste reduction with a guarantee like any other trust property will be seized. Mazoon could be no liability against the concept of an animal belonging to someone other than the owner's permission to take the liability other than loan guaranty Mazoon not mean he is not. The marriage takes place, while permission is not only in marriage but cannot imagine anyone trusts him to spend the owner's permission.

Gold and silver cannot be invoked because Mstyr this is another reason why the scholars have said trusted reservation deposit guaranty is valid because contrary nature of the trustee is in violation of. Second, the trustee will unilaterally owner is not and should marry, for it to conclude is not correct because the law we make a commitment one way accepted and one of the lawyers leading us evidence of the tenet (d. 30 BC) To prove this point have mentioned (parsley Langroodi 1338.243). How we can someone who had claimed his unilateral will of the people cannot make a commitment with your permission allow trusted seized his property? The law has been or is lost, and as such is expressed'. Mazoon guarantee the tenant will occupy the property even legal permission also consider some of the great jurists Mazoon guarantee that the property will be seized as in Mazoon permission to seize property implicate the finder does not meet the financial guaranty found dead or is incomplete unless it is a guarantee that the depositor intended and no fault of yours wasted wind (Translated by C 38 Ibid, pp. 272 and 274). Opposed the recent 163 BC represents the same meaning. Principles, and lack of some materials, such as materials 336 and 337 BC and AD 494 on the after expiry of the lease as well as the 301 and 303 BC suggests that the proprietor of the owner's permission property is occupied by at least guarantee the same property and is not Estyfa' interest and loan guaranty the tenant is required to prove that it is exceptional.

Demonstrating trustworthiness Mazoon:

Evidence to prove liability rules respect the principle of non Mazoon possess such material, some legal scholars in books of famous sayings was expressed.(AD 336 and 337) and are used by permission of the property but not warrant the addition of other items to be found in BC, which is more like the 330 his liability on the non-liability implies that the loss Mazoon belonging to non-animal His leave about 584 M 631 M Mazoon other partners in Amman to demand the survival of the loan contract, the owner and the tenant with 681 on survive receivership and liquidation lawyer after lawyer Abahh capture requires that the use of such personal property is seized. Impairment charge and loss of property is not the owner's permission. The main reason cited by the poor reputation of the narration and acting weak companion's snakeroot is not proof of how fame we can other proof of a weak version of the (Georgian, 1366, 64). So the only reason Muhammad Alialiud reason that the lawyer is not prohibited, but also implies Qla' Muhammad Alialiud on the rule change does not leave. Same property is defined to include narrative should also be honest about the situation warrants or extradition, but if it becomes a waste stream and Syriac rule Hands not dvany, including iodine, should unite around a abuses Aminmansour without considerable. AIEliud is permitted subject to the rules of Ali iodine or forcible coercion and domination of one over the other property caused by or without the owner's permission is (Mousavi

Bojnourdi 1391,57) AD 301 and 303 and 337 and permission of the proprietor of the only benefits secured 154 BC [6].

Abahh capture permission:

Abahh permission to possess the most effective means of capturing what is lawful to possess a non-owner's consent is pleased to announce the express permission of the [7]. Antfay permission of the heirs of the deceased Mazoon capture Mazoon the permission of the property owner's permission guaranty is binding because it does not have a right to be transferred to the heirs (if you're allowed to borrow Mazoon) In the event that the sponsor would Mazoon with his feet if the property owner does not extradite its liability based on the deceased before the split twig to twig Mazvn like other debts, such as the price to be paid to the owner. The term does not reject conventional or abuse and wastage of money or have the permission of the donor's lifetime guarantee would have been financial liability on him. Warrant permission of deterioration due to the expiration of the leave; see if the server is trusted Mason sentence above (Haeri, 1376,106). After permission liability is not, however, commit abuses and waste reduction. If you die during the tenure of the current property owner or a third party arising from an act or Mason the owner in accordance with the legal rules and legal liability resulting Aqvy is the steward of the owner or a third party or that the Aminmansour or sponsor Mason know [8].

Effect of non-occupied property, the liability Mason permission within:

Effect of changes materialistic: If you leave the physical possession of the property Mason Saying Mstnbt Imami jurists of civil law, especially the 337, some material on Mason content is the property of the Act. *Under Warranty Mason:* Law of Ali Elide: With a blatant discharge from the property obtained, whether the same or become due to him being gone. The blatant seizure of the property will go to his obligation (Mousavi Bojnourdi 90.1386). Moreover, it implies that the Falh associated permission and accessories Mqtza and the associated liability is the proprietor if the same property is confirmations so if it should become occupied with the occupier's permission, and when possession is lost toggle abuses and waste reduction, although is not [9]. It will also consider the implications of BC 337 BC. On the other capture to give permission and in any case will rule involving some scholars have said Ali Ali Eliud Eliud does not include benefits? *Rule respect:* La Yell Mal Emery Ella se shit Medic 2 - Hrmh Mal al-Momen Khrmh honeymoon. *Rule seeks:* The owner is not guaranteed. *Building sides (server and Mason permission):* As the parties that Mqbvz Balsvm building its own Mason return the check or warrant that the acceptance of payment of the price it would cause any of the following reasons is not refundable but may be exchanged Mason pay it unless either party building proprietor and the loan tenure is about permission so that the mere possession is lost or incomplete, such as permission to eat fruit that is not captured Mason toggle) Makarem Shirazi, 1411,103 (Why can infer what the norm of non-liability for such Azny As has captured the interest of the loan from the spend the borrowed money is used (641 BC). The most important basis for liability Mason can be said on both sides.

Avoid use immediately: The rule prohibits the use or prohibition order immediately revoked the verse 28 of Sure Nyssa Eccles property to be extracted so that the compromise between the parties are not responsible Eccles permission to override the property and liability is binding (d. 319 AH d) (base to base to Warranty is difficult Mazvn BC AD 501). *Principle of Tbro:* Act in addition to the 301, 303 and 337 refer to the 387 BC about lost sales prior to the receipt of the 1084 BC according to the Persian date Mehr 1082 given upon signing her own stamp woman his property from tenant demand does not actually [10]. So what can be inferred from the rules of Islamic jurists and scholars of jurisprudence Mason the same physical possession of the property is subject to the Civil Code, as the same may be inferred where the proprietor is faithful, who recognized as a tenant - Mstyr of mortgaged and the likes of multiples of powers of lawyers, lawyers that.

Effect of liability Mason:

Pay the same and the like, and the price: It should first while rejecting the BC 311 BC 329 BC before returning the property to the condition it is best compensation Lost. The articles should be accepted if it is not yet possible to extradite its own theme, such as the need to reject the reproductive [11]. *Warrants an increase or decrease in price as:* In the case of price increases and other agents seized prevailing view is that it must be separable. Due to price increases in the market price of progress is the guarantor shall provide such. A monopoly on a particular company would not warrant such payment is necessary (Article 40 of BC). Nonrdvany liability ruling clerics should also consider joining usurped the distinction between liability and liability arising out of the permission has not been forcible. *Warranty benefits: Mostofi and nonmstvfat:* Warranty usurp the property interests Mghsvb whether the occupant is Mostofi and (d. 320) in possession trust is primarily occupied sponsor benefits as 635 BC to AD free, and gain possession of the liability of interests between the parties herein have stipulated Mstyr Or is the interest guaranty trust Mqtzay capture the lease with the tenant as compared to the same Mstajrh is faithful to the interests of the sponsor has captured the interest Astyfa' still need to rent contract, and the lease is the interest acquisition. Stila possess the property of being non-forcible forcible seizure and occupation of illegitimacy is what makes Responsibility nonmstvfat interest in possession

trust property seized pursuant liability or non-liability to be based on mutual interests and compromise them [12]. Given the doubts Azny seizing possession of Azny contract can be concluded in time to capture the leave should be considered based on mutual compromise (d. 501 BC) and 468 of 501 with respect to concluding the lease but the landlord is entitled Mrazat Ajrh Almsmy No remuneration saying. In order that the explicit permission of the lessor in accordance with 336 and 337 substances have captured the essence of the liability is Astyfa' interests than in the interest's nonmstvfat Mason not responsible for the stipulated 494 BC.

Obligation of Mason:

- 1- Realize capture or Astyfa' (M-337) with permission only
- 2- Do not plan to own Tbr (d. 265 BC)
- 3- Hire a Mostofi about capturing the interest of gathering materials used in operation 330 and Article 337 of not mzmvn benefits that cannot be inferred merely a fee.

The effect of the legal changes:

- Theory of the legal changes 247 BC
- Theory of attorney Mason

BC lawyer to be in the theory Mason been written since AD 658 BC stipulated that the attorney. Mataty third representation (representing the general sense) by Imam Khomeini wrote in the preface of Attorney - Lawyer Mataty convinced of the correctness of jewelry and Mason also knows the owner's representative. Physical and material in the possession of the owner trusted know.

Conclusions:

Permission of the appropriate harvest concept that can have important consequences follows. Because of subsequent works that leave the realm of civil rights is significant. Permission of one of the major issues discussed in the seizure of property that is not a mere permission should become a liability to cause captured the opinion of iodine, is Trust. But some experts arguing that liability should become in need of someone to trust law. The reason for the administration of the trust does not spend your permission.

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