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Dowry and its effects with respect to the Family Protection Law approved in Iran 2012

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ABSTRACT

One of the major issues with the areas of family law, dowry from the past to the present, the case is very important, and has undergone changes over time, in terms of tradition, culture and law, which, fact that makes this that is, different understandings of the nature and philosophy of dowry, though still dominant and accurate sketch dowry entirely unclear the dowry of various works, including the effects of the financial and legal guarantee that the laws we do not pay the sanction of imprisonment to be followed. Prior to the enactment of the Family Support Act passed in 2012, was not limited to the warranties of ceiling, but the new Family Support Act, to guarantee its enrollment ceiling is determined. This study attempts to examine the legal nature of the dowry, and it works on Islamic law and regulations, including the Family Support Act 2012 deal. Explanation also whether the legislature, it is for the purpose of limiting the amount of which is determined implicitly to dowry the roof, or to sanction it has limited, and also whether the legislation of the stipulated insolence in law enforcement is a family support.

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INTRODUCTION

The family is the core of the community, and the community is one of the stepping and customs of life and social customs, cooperation and self-sacrifice on the cross, is central to the protection of humans [4]. Once properly located marriage rights, and duties for the couple that is, its lawyers to interpret the effects of marriage. Some rights scholars have said, the purpose of marriage same sex relationships. But it seems that the marriage relationship is absolute and has a broad meaning and all personal relationships (non-financial) and financial partner in order and assigning meaning to sexual issues, and cross these words does not conform. Thus, the rights and duties of couples who, in the 1102 Q,M That, in fact, the explanation for the marriage relationship and its meaning is clear [1]. It is true that the rights and obligations for couples identify and sanction, it is intended for, but it should be noted that legislation alone cannot, provide peace and prosperity of the family. The happiness of the family, the more effective is the moral law: the couple must live together with sincerity, loyalty, and to help each other and synergy taken hold, and have the time and dedication to family center always keep warm and happy, to guarantee legal recourse and recourse to judicial authorities, when necessary, as a last resort, to be used. The legal consequences of marriage consists of two parts: the part of the nature of financial and non-financial sector is composed of rights and duties [4]. because marriage is primarily a contract, non-static and couple relationships importantly, the financial relations between them, but the fact that our discussion centered on the financial aspects of their research, but considering that the discussion We study the financial aspects, and it is to review the issues surrounding it. Dower includes financial sense is that it is the owner's wife by marriage, and he is bound to give it to her selling women know. The above definition is not complete and comprehensive definition of dowry, dowry, but in many legal texts, the above definition is known. That if the dowry is a component of certain contracts or contract between spouses or specific nature, or a combination of

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the above [5]. To achieve a comprehensive definition, and full of dowry, dowry must understand the nature and philosophy, ie, the base, the foundation cannot be recognized as a fully defined, and draft in other words, it must be concluded that, is it part of the dowry is certain contracts, or contract, between couples or specific nature, or a combination of the above [5]. As a kind of dowry, marriage functions is, in its interpretation of the legislation that, under Article 1078 of the Civil Code, the property referred to it, and it's original condition, having stated its being, and consequently the effect it can be a financial burden, in other words, the dowry is a financial debt, the obligation is even, depending on the circumstances, or When prompted, and O when possible. . . , Or any other type of couple who own agreement, which must be paid to the wife, if no payment is determined by a pair of warranty performances, this is one of the issues that the common law courts and the community, and our social [5] Following the sanction of religion dowry, in Article 2 of the Law on the implementation of financial sentences, have been identified. Prior to the enactment of the Family Protection Law, in 1391, like other financial liabilities of the case, but with the passage of the law, and in Article 22 of this Law, in a different works, has the burden of dowry, this criterion states that the legislature, to implement the financial impact of the dowry that the sentence of Article 2 of the law of finance, is changing that makes a difference of opinion among the jurists, on how to deal with this problem is, and the investigation of this matter, the courts have been Admixture votes [1] this research effort, which is a logical conclusion and in accordance with the general principles that we, the discoverer of the true will of the legislator and the way, the correct approach to this issue.

Results:

About the dowry, and the nature of the controversy there, Some people believe that marriage dowry is a stipulation, and others are of the opinion that, as a condition of the marriage dowry cannot be accepted, only one of the effects of marriage and dowry, but some combining the two above other dowry, an entity affiliated to a marriage, and for their own nature, meaning that no one can imagine a dowry to marry, not merely as a stipulation [7]. With an accurate understanding of the nature of the dowry, it is also found as a result of the work of its accrued. You should research the legislative texts, and using different opinions and Lust dowry, useful results. The law does not define love, but the material seems to dowry, dowry the couple's property to the marriage, the wife shall purchase, as one woman in her marriage, and she will love a certain house in terms of compassion are given in marriage, dowry named call. [2] dowry named stamp is correct, have the following qualifications: First is its being, as of 1078 Q.M. Stipulates: "everything that has its being, and can also be acquired, it can be dowryed." It's being an expression of something that, in the economic market exchange value, such as land, wheat and so on. It is the second acquisition, in the words of the above said, the dowry must be owned that the dowry is financially able to take possession of the woman, the woman inside the property. It is not transferable financial, such as shared public and endowments cannot be dowryed, because the wife cannot be owned. The property has been owned by the third party, such as the financial agreement is provided either by issuing executive has been arrested, except with respect to the dowry placed If the supply of custody, the amount sold, after Interpolation the creditor, the rest of the women [6]. No matter that, given the same love is like a garden, farm, or general like a hundred thousand dollars, the demand for a woman of her husband, or the benefit of such six-month housing benefit, or the benefit of the horse to travel a certain distance [2]. Seeking purchase is also available, and can be dowryed, such that, another couple of hundred thousand dollars, which is seeking, your wife will love it. Because the matter of the ownership of its transmission, whether the property is the wife of idiomatic meaning, such as foreign objects and whether it is the wife who, like a certain period of usufruct of property, demand, cucumber and preemption right [6]. What may be discussed, the issue is whether the commitment is negative, is dowry, as the couple's commitment to building a high-ground, in front of the house belonging to his wife, and he put the stamp? Due to the appearance of the above, the answer will be negative. High, in front of his house benefits Also when Clearance religious wife, the couple has put his stamp. Thus, human interest, although not as first property, the rent is located, it can be dowryed. As his interest in painting six months, dowry on their women, because they will no longer benefit from the acquisition, as the rent parties, although some jurists have a problem that must be dowry before the marriage, property, and the stamp is placed, and in this case the free benefits of marriage is not yours. The problem does not seem right, it is sufficient that, after signing the contract Directive Possession wealth, and high rent was not correct [9]. Third rational self-interest, a condition in which one of the two, having a legitimate interest and the other is that it is rational, although the authenticity of the dowry has not been counted, but you can view the article in 1078 Q.M. The condition of the dowry and put something that has its being, and is owned and unity of the criteria of Article 215 and 348 of the Civil Code, rational benefit of the transaction, and the health condition of sale to purchase another property to the researcher knew that, dowrys must have a rational interest is legitimate [9]. The fourth dowry must be specified [2], Article 190 of the Civil Code, specified in the order, one of the essential conditions for the validity of the transaction is known, and if the expurgate areas mentioned in the article above, in all contracts, although the real estate not apply, in addition to the dowry so far that, in contradiction with the general aspects of marriage or not, is subject to the provisions transactions. Iranian Civil Code, the following famous quote Jurists Islam, unsure of the cause Betray known transaction, and such transaction is considered

void. It can be either a building or garden, even though I have no doubt at all Aljamat, the same stamp set. Fifth Dowry must be known, Article 1079 Q.M. Says: "The dowry between the parties to the extent that, the elimination of ignorance they become known." Civil Code of the unknown effects of the dowry, or lack of it its being mentioned in Article 1100, and has determined that, without its being the ignorance of Dowry and will invalidate the marriage will be void, and if that is not love, love is not mentioned [6]. Section 216 Q.M. The deal is on, but the ruling principle of unity in the recurrence of whether or not the current transaction, the transaction is subject to the provisions in addition to the dowry. It turned out to ascertain the amount of love and sex is described [7]. It turned out to be a dowry, for the parties when, by observation, and it is about objects, out there, and there can be overcome by ignorance of it, such as garden and jewelry, and every other observation alone for the it is not enough, but quantifying the amount of weight, or Kiel or number or Rug or Area is necessary, as in wheat, iron, land, and so the fabric [10]. Yet even as we know it, by one of the senses, such as smell, taste, hearing, sight and touch are known, such as perfumes and pickles, radio, cloth and so on (Breeder of Article 342 Q.M. On sale) . VI Commoditization power, to put the final dowry on the marriage of a woman to get it, so if the financial husband, wife purchase a stamp to that, he has no power over Commoditization it, and she did not have the power to Receive, such as a ring that drowned at sea, or in the garden should be without conquest, purchase will be void. This is the power that is transferred Commoditization health condition, the condition of the unity of the criteria of Article 348 Q.M. , The sale is concluded. [2]. As of 1080 Q.M. Says: "The determination of the dowry is subject to the consent of the parties." In some civil law has been set for Dowry named, and couples are free and can be any value that they put a stamp on marriage. The candidates can, negligibly with the condition, such as a candy stamp their course, or a lot, like many millions of dollars that are now common, the love, the notion that, by this means, the official partner his personality, to show each other and the community. If the dowry face is a lot of love in the marriage contract as mentioned above, and the woman confessed to reach all or a portion of it is [10]. According to what was said, and real and cannot be exchanged marriage, it is not necessary that the dowry dowry named social and family status of women is, therefore, whenever the couple in their marriage dowry, much less of Dowry saw the woman, he does not be a stamp to denounce fraud, as well as when the dowry named, several times the value of the stamp saying the woman, her husband cannot denounce as stamp fraud [4]. If one of the conditions mentioned above were not available authenticity dowry, the dowry will void the marriage was valid, as the value of the stamp is unknown, as man bag full of money, the couple or one of them is not gold knows how to put her stamp, and it turns out that after marriage, the husband owns the dowry has not been determined, and the owner is not allowed. As passed reason is that, in fact, the marriage is a permanent marriage, and love would be minor and incidental, and the relationship between true love and marriage relationship between the change, and gratuitous contracts are not valuable consideration to spread love invalidity of marriage them. Or conversely what is gratuitous transactions, for example, if the sale price is not qualified, property sales to customers is not achieved, as well as the vendor pays the property cannot be, because it is necessary and real and exchange relationships, but permanent marriage analytically, if the dowry is determined by the contract, consisting of separate sustainability: a marriage that is the main object of pleasure, and the dowry of the secondary purpose is accidents [4].

In order to determine the dowry without permanent marriage, too, is correct, while if the real exchange shall be canceled. But for fans of the legal relationship between the two, so long as the marriage is not incompatible with the general aspects, such as the relationship between offset known, and in which rules are applied interchangeably. Section 1100 Q.M. She says, "If the dowry named is unknown, or not it's being or other property, if the first woman will be entitled to stamp saying, and the third is entitled to like or prices will be allowed unless the owner of the property them. "Section 1100 Q.M. She says, "If the dowry named is unknown, or not it's being or other property, if the first woman will be entitled to stamp saying, and the third is entitled to like or prices will be allowed unless the owner of the property them. " [3] Dowry named nullity of marriage in one of two ways: 1. If the invalidity Dowry named unknown cause, or the lack of it is its being a permanent marriage, such dowry placed on the right, and as it will be the Dowry, has been given in marriage, therefore, pursuant to Article 1087 and 1088 Q.M. Operation, ie when the couple before intercourse it was determined, in accordance with the act, and if the prior consent of the dowry located near them, the wife is entitled to stamp saying that, in marriage which is rather close, without specifying Dowry is concluded. And if, before the determination of the dowry and close, a woman dies not deserve any Dowry, because marriage made without love, and not close to the action. 2. In the event that, due to the invalidity Dowry named other property [2] except when the property is placed in marriage as a dowry, in this case, if the owner is not allowed, to return it to her husband, since the amount of been determined, but due to other property, is not realized. Clearance of her dowry if she was a man, then man near him before he does, that a man can divorce decree, divorce after Dowry half turn, and charge it to the woman. So someone other than her own husband can, put a dowry that can be attributed to the obligations arising from the trilateral agreement. Toggle husband Dowry, and until it does not Commoditization woman, is responsible for damage or lost. Article 1084 of the Civil Code, in this context, it stipulates that: "If the dowry is also determined and found to be defective before marriage or after marriage and

before Commoditization damaged or lost, the husband is the guarantor of defects and waste." . This article includes three assumptions: the First faulty dowry of the contract, pursuant to Article 1084 Q.M. If the contract is determined after the dowry was defective at the time of marriage, the husband is the guarantor of the defect. Here is the purpose of the guarantee? Shiite scholars believe that this woman could terminate the contract and such dowry or the price it receives or dowry's inhabit, and inheritance demand. Because civil law generally follows the Islamic Jurisprudence, the same can be said, has been accepted by the legislature. The basis of Article 422 of the Civil Code, in this context is invoked. Second to damage the dowry after contract, and before September, when after signing Commoditization-, and before Commoditization defective, the husband is the guarantor. However, the type of liability, the difference between Shiite jurists(Moosavi Boroojerdi, 2011). However, it is famous Shiite jurists, women can only report, since the need to stamp her own, so she cannot make it then, and only due to iodine liability rule, the husband of the defect before Commoditization emerged in Dowry of charge, and the price difference between the arms and the woman is defective. It must be considered, since that is consistent with our principles, and the theory that the stamp dies before the bill was adopted. Also be adapted, Stronger seems. In fact damage the dowry after contract, and before Commoditization waste as part of that, but it must be the woman's husband. The law essentially a predicate, it is famous Shiite jurists. (Jafari Langroodi, 2011). The third stamp dies after marriage Before Commoditization- when the dowry after contract before Commoditization waste, in accordance with Article 1084, husband guarantee it Shiite scholars, it has been argued that, if the dowry before Commoditization waste, such as its price falls or the husband, and the husband in this case such liability loan guarantee recipient is in Content loan, guaranty that it should say so [2], this view is accepted by the legislature in the 1084 Q.M. Located and is consistent with our corporate principles. The matter in 1082 Q.M. "Upon the conclusion of the female owner of the dowry, and may at any possession that wants to feel." So if the dowry is also given, with the realization of marriage, it also becomes the property of the woman, and a woman's right to seize ownership of any profit, it will, as it can sell it, or give or rent. If the dowry is also general, such as the amount of money or gold, upon the conclusion of the contract, the debtor is a husband and wife cannot charge it unless a period or installments for payment are included. Article 1083 Q.M. In this regard, said: "It can be used to pay all or part of the dowry, or the installment period," he says. If the stamp benefits or other right is still with her contract of its owner, and may be in its possession, ownership. In the event of divorce before intercourse, half goes to the husband Dowry (Article 1092 Q.M) woman-owned, joint than half of Dowry, the property is shaken, and the realization near homes. If the dowry of 110 gold coin, or the equivalent in excess of the number of coins, just a couple solvency criterion was paid, and the couple was not arrested for the surplus. In relation to the protection of the family and determine 110 coins, for the payment of dowry, in accordance with Article 22 of the new law to support the family as a dowry, or the equivalent of more than 110 free coins every spring, if the spouse does not pay 110 coins, at the discretion of the judge in accordance with Article 2 of the law on the implementation of financial sentencing practice, and even to pay is the number of arrests.

Conclusions:

Noting the various definitions of jurists and lawyers, the dowry on a selective definition, we can say, the stamp tax that, even for the purchase of marriage to his wife, and men religious obligation or law or obligations that a woman is required to pay stamp. Comments lawyers and jurists, the legal nature of the dowry is stated that, for some of us it A few and some of it, like a gift or insurance or some other religion, and it was some support for women's economic security, or a considers that the protection of the rights of women, the analysis shows that, although it may, in some cases, actually dowry, as a financial backing or support of women's rights, but it seems this is on the ground not to reject all the analysis and interpretation of the shortcomings of this approach, the legal nature of dowry, and it seems that the legal nature of the dowry, as a separate entity should be examined, and if the marriage dowry is determined, in fact, as a secondary obligation, to consider the original contract, and if not specified by the parties to the marriage of knowing, because we need to understand that the legal effects of the contracts are determined by law, although the parties are not willing, then the legal nature of the dowry is: If set, the subsidiary obligation of the contract with the contract, and if not specified: a marriage of the Act specifies that, for works contracts, the law makes clear, even if the parties will they did not. Dowry on the legal nature of temporary marriage, although some jurists have analyzed, for is dowryed, because the purpose of sexual gratification and benefit, not a few generations of family subsistence, is not responsible for and Heritage she is a woman, Dowry to women who benefit from his return, or to pay stamp some assumptions have been analyzed, the commitment to marriage dowry on the other hand, the other hand, it is paid, but Dowry should have adequate conditions, including: a) it's being a, b) can be submitted, c) briefly known d) the acquisition of e) availability), and is the property of the city, h) is determined to have legitimate intellectual interests is a legitimate and noble act is void. Effects of nullity of marriage permanently dowry it stated, and some have suggested that in this case, the nullity of the marriage dowry if properly maintained, would be contrary to the couples, but the majority of jurists and lawyers rejected the idea, saying that nullity of marriage dowering effect is not permanent, because firstly Utilization absolute nullity dowry requires consent of the

marriage is not what is needed is a necessary compromise during the marriage, not perpetuate it. Second, even if permanent Marriage, Dowry not mention the marriage altogether correct, and when the dowry is invalid, as the case is permanent marriage, love is not mentioned, and since then the marriage is valid. Third, true love in marriage is not changed, and that the dowry is intended accidents, and the invalidity of permanent marriage, the result is contrary to the principle. Ban unlike permanent marriage contract, for a certain period occurs, and as mentioned the dowry is broken condition for the validity of marriage, nullity of marriage, thus causing the dowry Blanc. Including the dissolution of the marriage, annulment, divorce or death of the couple and their heresy, if termination occurs, if the contract is terminated prior to the close result, and it does not belong to any Dowry impotency, so the husband, at the time of her marriage to enjoyment that have been achieved, and in this sense is not all love, and if the entry and terminate the contract, all love to awarded. Condition because of all the love for the woman, whose entry has been achieved in the case of divorce or should say, if a woman is not dowry on the property, and close before the divorce is granted, according to the consensus of jurists half of Dowry he is, and if not, then the entry stamp on the property, the wife is divorced, all be dowry to be paid in case of death of the couple, one of the reasons for the dissolution of the marriage, if the dowry is determined, and one of the spouses dies before the close, most contemporary scholars say that she is entitled to half of the dowry. One of the dowry, the couple died, but not as close, so more than half of the dowry is not settled, and some jurists say, all dowries, since the death of deputy practice approaches, and it establishes a shaky half. Delegation of A few must be said, if the pre-determined and pre-dowry near one of the spouses dies, the woman did not Dowry, and in the last couple of apostasy is that, if the contract is the cause, per contract at the same time apostasy already dissolved. Heretic all dowry named awarded to women as one of the dowry is heresy, but some of its jurists, closely resembles been divorced before, and you know she is entitled to half of Dowry. If apostasy, one of the couples is real close to the consensus of jurists all dowry is awarded to a woman, because the principle is that close, all women love to be deployed, and the issue of apostasy after nearly no effect on no stamp. Effect of dissolution of marriage on September withdrawal, the famous Shiite jurists, if it is terminated, if it is close to the woman Dowry, and if after close, dowry all the women, because the proximity of the dowry but if the expiration time stamp to be dissolved, if it is in compliance in all women deserve all the love and if she is Grating due Recalcitrance belong not take Dowry. Due to the recent legislation Approval legislator in this matter so that, by limiting the effectiveness of the dowry, the detention of non-payment of the dowry, the dowry itself up to a specified limit and the actual surplus on it, which is no sanction, to a dowry is self limiting. Due to the fact that the prison has become a principle of non-payment of debt, and for all debts must be implemented, including the dowry of his religion, but recent legislative developments by creating, in this context implicit in Hit adjustment rule, the fat dowry. Appear to explicitly in legislation in the form of a legal nature of the material, the dowry must be specified, and the change being considered, since the value and dignity of women in this situation now declining, and the dowry as a independent, and consider the special provisions into force of wisdom and inspiration, of social needs and the inference rules. Legislator can Recent correction all developments in the financial effects of dowry into law, in order to end the dispute in this case, and the cause of all recent developments are consistent, however, the law may be mentioned, in the form of a single article or amendment, to approve the Family support Act. Dowry to their limit, and consequently no guarantee of it rather than run out of love, which, in turn, would lack credibility and will be mutually agreed, in order to achieve their real, the can be limit of dowry, with the approval of the or regulations with incentive policies, in the form of grants and increasing loan marriage, dowry of up to a certain ceiling steps effectively, in order to remove the above objectives.

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