

Investigate the nature of the provisions and implementation of the rights of pledge

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ABSTRACT: In Iranian law, the principle of full implementation of the obligations. This study examines the nature of the provisions and enforcement of contractual and non-contractual obligations have been paid. Contractual liability, on the basis of contracts and agreements, while the responsibility of natural persons is based on the law. Methods In the present study, an analysis of library and taking notes from books and legal resources. How can the performance of an obligation as an important factor in shaping the proper relationship between the parties to the contract must be considered. Contractual obligations and other contractual obligations of the contracting parties are required to implement not only the express terms of his contract, but are obliged to implement all the common-law and commitments are non. The principle of good faith and trust in contractual relationships demands that both parties respect and implement their treaty obligations without valid reason disobey. Contractual obligations and other contractual obligations of the contracting parties are required to implement not only the express terms of his contract, but are obliged to implement all the common-law and commitments are nons If not done within the stipulated time commitment to implement alternative solutions, compensation. The if you are entitled to claim damages for delay in performance of the obligation to determine the promisee's performance of an obligation.

Key words: performance of an obligation, liability manifest destiny, responsibility, commitment of funds

INTRODUCTION

Relationships between people in society has always been based on rules and regulations that society looks to be respected. It is born of regulations aimed at social factors, many of whom had surgery and prolonged periods of practice, people become accustomed to it and it is necessary to respect.

The contract is based on the principle of the sovereignty of the human will to meet their spiritual and material needs of others to conclude that no exception Binding is Since the implementation of the objectives of this contract are lower than the conclusion they are not the parties Only they achieved a fair performance

The definition of commitment is customary to say that the legal relationship whereby a person can do is to ask another. . This connection, the validity of the obligee, loving and responsible commitment to the religion called. But do not imagine that the rights of our commitment to being completely dependent upon the character of the surrounding area and to add definition to commit forgery and to sign the document on the Bearer take legal relationship between the parties rather than a commitment to be interpreted as some have suggested : commitment is a legal condition whereby a person undertakes to do

The term Commitment commonly used in case the debtor, according to his will, to do or refrain from doing what is responsible for the debt that the sentence imposed upon him by law As is well known requirement in civil law matters such under the requirements of the study has been without a contract. Run the means to perform the obligation is binding upon the debtor, whether it be intentional act done by the debtor or the violence done

Theoretically, due to various legal principles and social significance of a particular topic or field trials, intellectual nature of the obligations of the old is authors I. Debate legal concepts and legal principles to the issue of Guyana's territory and does not imitators and research these principles are welcome. The relative stability of these rules and the rights of different countries as they progress in this field have contributed their thoughts and ideas maturity For anyone who deals with this area of study that can be used on all old and new scientific ideas Rights to life will

evolve and change in economic and political conditions in the most general principles of value creation in doubt. The game has little political or economic interests are. The practical result of the debate civil liability and commercial contracts and commitments in view, the importance discuss economic and development issues that will be studied based on the rules of engagement with the discourse of rights in terms of practical importance given.

Policy Breakdown and Dissolving

Library research and study of nature, laws and the implementation of commitments on the rights of law books and legal obligations. Comparison with the law and the study of law books and legal resources, as well as taking notes. Law books and legal resources and thesis of the study will be presented and compared to similar conclusions.

METHODS

In this descriptive analytical research library and taking notes. Law books and legal research resources are advantageous. Drayn using the method to collect the information. Considering the similarities and differences of the analytical method is then find them. And according to an evolutionary approach to evaluate the positive and negative co-locations will. crowd data library and Internet articles relating to the subject of the thesis and key investigations. Research on the subject of the proposed thesis collection no seminars be collected together and published books related to dissertation topic too myrthe study directory tree.

RESULTS

So from to find ways inferential data analysis, they compared their positive and negative points to act as an common principles and common points of positive principles for the formulation of new legislation and reform the laws previously used. The obligations to be paid after the Revolution. And also to limit the rights of the subject has been discussed. The provisions and principles in this research is to investigate the implementation of the commitments and obligations to the effect that once will be expressed. We're looking to do exactly the parties to carry out their duties with commitment and refusal to do without giving any reasons. When it became clear obstacle to the implementation of the commitment to rig out there or the fault of the parties has prevented the implementation of commitments. According to surveys conducted by the results of the study were as follows:

A: lack of commitment in some contracts, time is an important factor. Abuse of the implementation of commitments outside of time causes the promisee unwilling to run out of time. In this case the alternative, but at other times his compensation, despite the passage of time the contract is still committed to. Les demanding commitment. whether after such a binding obligation of the promisee would be willing to perform the contract or agreement is only the right to claim damages, there are two:

According to the alternative theory of damages, we believe that considering the group's credibility and authenticity of the offender was not affected because it is one with the will of him that the lack of commitment, it accompanies. So it seems this theory by Article 227 BC. CE. Disagrees.

According to this theory, the theory Ajrakh priority must be pursuing a major commitment. Meant in Article 219 and 230 BC. M, the obligee may require performance of the principal obligation, if not possible to claim damages. This approach is more consistent with legal standards and reasonable.

B) delays in the implementation of the commitment: If set damages for delay in performance, the obligee shall be entitled to demand performance of the obligation. In contrast, when the compensation is not applicable in this case the duty to enforce no longer possible, because it acts as a costume for performance compensation is provided. The common approach is that it will return for a commitment that the time elapsed is placed but sometimes the obligation, such as mechanical parts, such as construction contracts with departments of Electrical Engineering and And if one or more of the obligations resulting delay is. Whether the person has committed, is entitled to receive total compensation or. Or it has been made towards that part of the delay is entitled to compensation?... Although some believe that only with respect to the part where the delay occurred is entitled to receive compensation. This theory is based on the principle of fairness and Lee, Article 230 BC. CE. Based on the principle "The lack of ability to analyze" the ruling obligations; For that amount as compensation for infringement of the first run was. And the offense performed well, including the implementation of all or part of the obligations. Abuse. Because the contract has been fully executed and committed as Abuse is, the promisee is entitled to receive the total amount of damage, but will be subject to the following conclusions deduced: , Firstly, according to the Iranian

legal system as to guarantee the implementation of the non-fulfillment of contractual obligations and the delay in the fulfillment of contractual obligations, warranties or guarantees of performances performances are rooted in the law of contract is rooted. If the inclusion of a clause in the contract lump-sum payment liability and damages in the There have been legal hurdle No, as stated in the legal system Secondly, there is the principle of freedom of such promiscuity The amount of the anticipated contract shall require that each in the contract as "absolutely committed" or as the lump-sum compensation for breach of contract, the other party is, however, far beyond the amount of compensation actually be a real and he has been entered. Thirdly, the rights of Iran's claim over the "demands the same commitment to performance" in case of lack of commitment. Fourthly, the legal system of Clause 2 of Article 515 of the Civil Procedure Code importante the fact that the damage is not a lack of benefit claim is that, according to the 320 BC. CE. And interpretation regarding Clause 2 of Article 515 Procedure Code was enacted in 1379, can be picked Iran also claims no rights can be beneficial in demand will But the compensation of the losses and damages caused by the lack of interest can not be charged. However, it is the legislator's vote to eliminate uncertainty and avoid issuing explicit provisions relating to the claim for damages Non-profit, resulting from non-performance or delay in performance of contractual obligations it imposes the obligation. Fifth, the difference bet "means a pledge" as a guarantee of performance of a contractual obligation contractual damages can be paraphrased as determined by the condition that higher demand for payment obligations in cases where "absolutely committed" to guarantee performance of non-compliance delay in the implementation of the commitment, or is bound to prove the damage attending no demand for payment even if no damage is indicated, without the full charge of violating the contract. But on the way, set the damages as a lump prove damage (whether material or non Alnf etc.) . Promisee be completed by the Terms and damage claims must be considered. Although the amount determined to be less than the actual losses will not be imported using this as a means similar to those obligations. But what a lump-sum payment obligation and the compensation specified in the contract, subject to Article 10Q.m. And the parties act as its provisions are binding.

DISCUSSION

Doctor Seyyed Morteza Ghasem Zadeh , In his book Principles and commitments as to the nature of performance of the obligation in law professors disagree The group cited the need to accept the necessity of carrying capacity occupied by the creditor to sign a pledge Signing it and some will owe it to the cause of the effect of the intake Subject commitment and persistent refusal to have known and been told The fulfillment of the obligation to purchase or transfer of a right of pledge in favor of those that can be and Since the essay will require payment of the salaries of non-performing debt from the debtor is allowed (Article 267 BC) And religion, the right to refuse or are unable to accept its takeover by the ruler or his deputy will go (Article 273 BC Thanks also to its obligation to act and when not forced to be Necessary capacity payer and recipient (Materials 269 274 BC) (Mark is committed to performing the contractual nature of Support for this is that the financial aspect is not ignored, but occasionally may be incapacitated implementation requires the commitment of a contract or legal act that is committed to be undertaken.

Doctor Seyyed Jalal Aldin Madani in n Book II of the Civil Rights has stated that the closest people to the conclusion of the contract The closest people to the conclusion of the contract or transaction carried out those Have concluded that it is primarily the contract or transaction or contract to see what works over both sides of the Common intention of the parties to the marriage is not going to reveal the effects of realized foreign These words appear frequently attempting to discover what the parties said or wrote that they correspond with the actual intent Law principle of the necessity of signing the contract with the Article 219 BC. Doctor Hussein Ali Ahmadi in his doctoral thesis entitled Implementation of the contract commitment A set of sentences so Generalization And the inclusion of all types of performance Applicable contractual commitments and the whole But also possess some One or more specific provisions of the obligation is Or if at all Utmost commitment and not run the whole first batch Commitment to implement the provisions of The general principles governing the execution of the contract can be Implemented such principles called commitment to comply with the contract The Emergency Action analysis of the principle of non-payment, the possibility of a third, the principle of stewardship committed to the run, the health of the payment and the principle of good faith in implementing the commitment.

Doctor Naser Katoozian in his general theory of obligations arising from the contract between the creditor and the debtor's death commitment is typically either the Forcible or implied contractual obligation or where the nature of commitment in a way that does not seem immediately applicabl (Such as shipment to Europe and dams) on the sides of the building has been delayed due to customs delay, or sometimes Act for payment of some debt, such death shall be determined by Article 6 of the law of landlord and tenant relations in 1967 saw the end of each

month, payment is due within 10 days specified has. Deadline by which the courts owe the judicial death as a deadline by which the tenant is to drain the manse distress and constriction be removed. Of death shall be limited to the implementation of the commitment.

Doctor Naser Katoozian in the landmark Civil Rights Foundation, the event that caused the event binding legal liability law Determined and willing to commit and will not work because its called. Various types of corporate events: when an external event occurs that anger and determination that nothing (like births and death), sometimes voluntary action that it determines the law works (such as confiscation and theft) or error that creates liability.

In my opinion you should pay more attention to the obligations of civil law and civil rights deliberation the gaps in this field, and Civil liability and its principles are solved, the external causes that prevent the implementation of the commitments are to be determined Read the lawsuit to prove they are hereby exempts itself from any responsibility Considering the fact that in this particular research project conducted under this title and has not been independently Given the legal and regulatory needs of contracting parties Present and defend their rights in the society decided to do research them. Responsibility should consider what creates masses of abnormal and unusual look. Common man does not get a job where no skill, and is wary of imposing itself on others will not Do not do the works which human fault or error is called . (Consistory, 2001: page 106). According to Article 1 of the law on civil liability, the sponsor has no legal authority to deliberately damage or as a result of another's carelessness. This rule, as applied in the case of a person, is accepted in most legal systems, so that it can be considered one of the principles of the present civilization. (Consistory, 2001: No. 62) Some of the examples quoted by the official Iranian writers in addition to those listed in the draft Convention Enforce compliance with the International Convention on contractual obligations have considered the various Incoterms Courage, 1989: pages 147-142). Transfer of ownership, although the exact time of transfer of risk but in most cases are a common example. However, it seems run-time compliance with contractual obligations generally; The Time Separation and partitioning the payment of And other payment obligations of the object Given time Of contracts and commitments, work time or omission is the end of the commitment, the commitment to leave the entire period. Monetary obligations as per innocence are a total commitment of time putting aside money for the purpose of paying certain debts, money is partitioned must be consistent. So we can say that the time necessary to enforce compliance with the contract, based on the risk of transmission is That depends on the type of Incoterms in international sales and the sale of the warranty depends on the Warranty period and in the manner described above is simple transactions(Ahmad,1996: page 362) . Article 264Q.m (Commitment is a legal relationship, then it must be ended once and otherwise contrary to law and justice and personal freedom above all is the presumption of innocence. Due to the permanent objective of the law is the opposite of that, which is why the law transition discussion in Chapter VI of the Civil Code is considered as falling commitments) . It seems as if Article 264 modified and adjusted following the techniques of writing and good planning is coordinated law. Article 264 BC: Commitments are terminated in one of the following means: , Article 264 amended as follows and is set to be coordinated with the techniques of writing and good legislation. Article 264 BC: Commitments are terminated in one of the following means:

- 1-by
- 2- by converting
- 3- end of the commitments due
- (4) impossibility of performance of the obligation

Surely it should be stated that in all these cases, the obligation is directly initio deteriorated. Not that such a contract initially and then subsequently disbanded Qhra commitments have been terminated.

Iran to abide by the law in the rights violations and possible ways of dealing with it, not mention, but legislators in some way Using the theory of possible violation of the guarantees pledged to deal with a possible broken promises hel ls. Until the regulatory gap on a possible deal with committed, should use this opportunity, because the use of this strategy, in addition to providing committed to ensuring crush strength of the contractual obligations of the parties as well. It must be fair and reasonable predictions based on these solutions is the lack of commitment on the obligation of promises decreed imply Moreover, it can provide a guarantee to the creditor to terminate the contract for refusing enforcement is committed to ensuring from to give . It is clear that the fruits of progressive legislative or judicial action will not be covered because firstly) the speed and accuracy requirements adopted in commercial transactions, and reasonably quick response to the behavior committed is deficiency. B) compel the creditor to wait for the arrival date, and then make a commitment Hdshkny reaction to something that is obviously involved in the creditor's detriment. Which bear the unjustified loss to the creditor is in conflict with religious principles. C) As mentioned, the chosen solution can be guaranteed simultaneously pursue multiple goals on the one hand, protecting the interests of creditors, and on the other hand, are ignoring the rest of the obligations under the contract without the connivance no to remain .raba), the be considered -Lh the authority to commit the

transactions is also robust. Liability and insufficient regulations also need to be modified if the content no reason for non-payment and guarantee religious faith is no reason to pay without his permission, you have to be responsible for the content of. In addition, if the sponsor stating crush cleared part of the religion seems to be the theme of all religions no must pay to sponsor. Also, when someone else's religion is wrong and led to his acquittal, you should be held accountable for the use gratuitous . Confiscation provisions, the coordinate system of civil liability, or at least in a state that belongs to someone else by mistake should be placed under He had thought of his property seized or receiving money due to iodine rule, the owner assumes , and the regulations should be changed. Not only because such a person should be held accountable (because no bad faith), but if the work function of the price of the property increases, the owner could be used against him because gratuitous responsible for identifying, yielding at least when the owner has accepts, that it will increase prices in his purpose is to sell the property.

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