

## Abstracts

### **Jurisprudential Review of the Verdict of the Incomes Arising from Rent According to Tejarat (Trade) Verse**

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The present article seeks to review the legal verdict of the incomes arising from rent. In this article, some types of negative rents, including economic and political rents conforming to falsity, and income arising from rent seeking are considered as false property acquisition in light of interpretive jurisprudential views, and by using an inferential analytical method after examining the concept of rent from one aspect, and by proving the nature of falsity is customary in Tejarat verse. But the conformity of the information rent with the issue of falsity in the glorious Tejarat verse, in some of its examples, is doubted, and it should be detailed that only if the information rent leads to the violation of rights and oppression to others, it is an example of falsity and the incomes arising from it is false property



acquisition. Consequently in all cases where it is proved that the incomes arising from rent is false property acquisition, the person will not be the owner of the income and will be the guarantor for it.

**Keywords:** *Economic rents, Rent seeking, The misappropriation of property, Customary voiding.*

## **A Critique of the Dominant Shiite Jurisprudent Views on the Quality of the Issuance of the Verdict of Incapacity of the Bankrupt**

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The dominant Shiite jurists say that the demand of incapacity (hajr) by the bankrupt and the volunteering verdict of bankruptcy by the judge is not effective and it is only possible in the assumption of the demand of creditors, whereas in written laws the businessman who does not have the power to pay his debts is obliged to request the suspension. In some cases, the prosecutor may voluntarily issue the sentence of incapacity against the debtor. Considering the necessity of conforming the laws with religious standards, the present article has sought in a descriptive-analytical method to eliminate this distinction between sharia law and legislative law. The results of the research show that the documents mentioned by the dominant jurisprudents cannot prove their claim; in addition, there are evidences against the famous viewpoint that it strengthens the rival's view.

**Keywords:** *Incapacity of the bankrupt; Debtor; Creditor; Article 415 of the*





## **Legal Jurisprudence Study of Abuse of the Robot Ownership in Employment**

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New technologies are regarded as essential accessories in nowadays life and often have been designed with the purpose of serving human life; however, having said all of the benefits that these technologies have, the loss or misuse of them should be considered in relation to society. Robotic technology is one of those species that, unlike many benefits, can be a source of loss than most people in terms of job opportunities available to them. Robots, with assertiveness in economical and industrial arenas, have seized various jobs and this has caused people to lose their jobs as a result of this conscious or unconscious abuse of robot owner. In this study, which was conducted in descriptive-analytical method, the principles and rules of law and jurisprudence were considered. It was revealed by the results that Robotic technology ownership, within the rules and until its ownership does not result in harm or loss to person or community, can have its benefits and limit the right of the owner because of the primacy of the individual.

**Keywords:** *Robotics, robots, abuse of the right, the right of ownership, employment, the rule of domination, the rule of no harm for anyone.*

# **Nullity of Forced Contract and Criticizing the Idea of Its Non-influence with the Approach to Amendment of the Articles 209 and 346 of the Civil Code**

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The dominant jurists believe that if the forced person satisfies with the contract after removal of reluctance, the contract will be effective. Supporting their claim, they have advanced reasons such as the generality of the verse “fulfill your obligations”, consensus, existence of the intention in the word of the forced contract, the non-condition of the contract with intention and resemblance to the unauthorized sale. Criticizing this view and rejecting the reasons of the dominant jurists, some jurists, in contrast, have said that the contract of the forced person is void and does not give credit for his next satisfaction. After rejecting reasons of the dominant jurists, these jurists have invoked to reasons such as the general meaning of the verse “except there be trading by your mutual agreement” and the rule “all contracts depend on intention”, and the rule of non-existential authorization of previous state. Following the view of dominant jurists, the civil law in Articles 209 and 346, makes the forced contract ineffective, and regards its subsequent satisfaction as an agent of its effectiveness. According to the findings of this research that has been done in a descriptive-analytic method, the forced contract is regarded as those contracts that are lack of intention





and consequently is void. Thus, in accordance with the general rules governing the contract, it is proposed to amend the Article 290 so that the subsequent satisfaction is ineffective and Article 346 so that the void of the forced contract is specified.

**Keywords:** *Reluctance; Forced person; Satisfaction; Free will; Intention; Nullity; Ineffectiveness.*

## **Investigation of Juridical Dimensions of Human Cloning and Bastardization**

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One of the new coming issues in the field of genetic engineering and medical science is the subject of the reproduction of inseminated cells and the creation of similar twins, which is referred to as twinning (human cloning). Non-sexual reproduction of evolved animal cells-cloning has been the controversial achievement of science in recent years. This research seeks to give the rational juridical response to the issue of isolation of inseminated cells at the stage of reproduction and extraction of them from the womb and its replacement in the womb of foreign (strange) woman and its related commandments, such as the sentence of annihilating inseminated cells extracted from the uterus, the purchase and sale of inseminated cells, and parenting and identity of the child born through human cloning. This article have been investigated and scrutinized the argumentative and diligent subjects related to this issue and the jurisprudents views, and it has been concluded that, since the operation of human cloning is not guaranteed

and endangers the health of the fetus, it is forbidden to do so. Also, it is forbidden to put and plant an inseminated cell in the womb of foreign woman. In terms of a situational sentences like parenting, a child who born by human cloning is not attributed to the father, and his mother is also the owner of the womb. In addition, the purchase and sale of inseminated cells are also have numerous problems, and destroying inseminated cells also requires the paying atonement (blood money).

**Keywords:** *inseminated cell, Similar twains, Human cloning, Human bastardization, Parenting, Jurisprudents perspective.*

## **Jurisprudence and Law Analysis of Describing Question of Fact in Lawsuit**

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From the beginning until the end of a trial in each step, a judge requires describing question of fact. Due to lack of clarity in concept of question of fact and question of law in Iran, reliable testimony for describing question of fact is ambiguous. Generally, Iranian lawyers by depending on French lawyers, remark about describing the question of fact in lawsuit. This article by depending on dividing issues in Islamic jurisprudence into inferred and un-inferred issues, considers the position of description between question of fact and question of law and after criticizing the for and against reasons, establishes that the judge has to re-describe the question of fact if some requirements exist.



**Keywords:** *description, re-description, correspondence principle, question of fact, question of law, change of litigation, judge, inferred issues, un-inferred issues.*



## **Juridical-Legal Study of Mortgagee's Guarantee Condition**

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Lack of guarantee for trusty person in jurisprudence is popular. Is mortgagee's guarantee condition valid considering this piece of fact? There are three important views about it: 1- Some considered it contradictory to requirement of a contract and consequently voted for the invalidity of condition and contract, 2- Some others argued for the invalidity of condition and validity of contract, and 3- Some reasoned for the validity of condition. In mortgage, the right of mortgagee for having substance is legitimate. The absoluteness of some traditions indicates that mortgagee has not guarantee neither in the case of conditioning nor in the case of non-conditioning in the contract. Baraat principle refers to the lack of guarantee of mortgagee, as well. So mortgagee's guarantee condition is contrary to Shariah but is not contrary to the requirement of a contract because trust in mortgage is not essential to the contract. The research method of this article is analytical-descriptive.

**Keywords:** *Trust, Mortgage, Permission, Quran and sonnah, Requirements of a contract.*

# **Contractual Rights and Obligations Cession According to the Iran and International Documents**

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Simultaneous Contractual Rights & Obligations Cession is a modality that an entity delegates or transfer his contractual circumstances to the third party as the party to the covenant it means he surrogates him in terms of enjoyment of rights and liability for commitment performance indeed the touchstone for transferability of contractual rights and obligations is focused on viability of contract (in contrasting with spontaneous) according to the traditional viewpoints, while it is evident that touchstone of existence and nonexistence of rights and obligations are counted impersonal by comparative reviewing the international documents and analysis of relevant legal essences, as a result the confusion concerning the issue of rights and obligations devoid of any standing on merchandise international sale convention (which it is mute in the discussed background) is baseless, moreover the issue of contractual rights and obligation cession defined as finite contract within framework of assignment contract, whereas it is logical to assume the cession in scope of infinite contract by establishing the course of analyzing the assignment essence and cession qualifications, hence presentation of those perspectives bring about significant practical outcomes for correction of case law in compatible with the latest revision of international documents





moreover it could be effective for creation of domination in law refinement as well.



**Keywords:** *Rights & obligations cession, Contractual cession, Viable contract, Personal contract.*