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Full Length Review Article

EXAMINING THE FUNCTIONS OF THE CONTRACT FOR SALE

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ABSTRACT

Contract means a legal status and obligations are Although the sovereign will of the parties to the contract are applicable only to those who have the will to commit But it is not always the most contractual obligations of the parties to the contract beyond what is One of the very important issues that are not usually mentioned in the contract and the parties do not agree to discuss the functions In fact, the sub-functions and therefore is looking for the real deal is It is not a problem, and the parties agreed on the deal can be a function of what the contract agreement. Discussion about the nature of the case is sub-inclusive contracts that are effective for contracts in effect. In analyzing the nature of its functions, or the more traditional aspects of the relationship, or the contract itself has been studied And his analysis of the functions of the two states has been Criteria and standards as well as to identify and determine the function has not been clearly In this thesis we will consider the nature of the function And then belong to the will of the parties to the original transaction, then the correlation function will be examined.

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INTRODUCTION

sometimes parties certain object deal as a function in the contract to determine who, along with the main case must be handed over to the buyer, but when the vendor should submit the function it becomes clear that what has been deemed the there and in fact during contracting parties commitment to give something that is so that there is a commitment to not implemented. But the essential functions of the job-dedicated issue of minor issues and challenges relating to transactions which in turn is vital that today's increasing ties between the people and increase the transactions of the marriage contract important, and the among sale Specified obligations of the seller and the buyer could be a great difference between them is that we will end. (Consistory, 2008)

Concept and meaning of the

Each warrant is subject to discovery and understanding of the subject. The legal definition of what is important and we need to act in the place, which is the touchstone by which we can distinguish between the nature of the case and the nature. Therefore, the purpose of the functions that should be clear about what is the deal? On the other hand should also be clear what the circle does not fit the job-dedicated functions.

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The function of law in Iran

The function of civil law

The Civil Code does not provide a clear definition of functions, and it is also clear that the law is the law Mtkhz is the way the law is not separate from the law. The jurisprudence of the issues related to the general rules discussed below sale has been. The following is a discussion of the functions of sales talk and has to be concluded that the function is not specific to sales contracts, This example also applies to other contracts in the Article 785 of the Civil Code which defines extensions to the mortgages into mortgage contract is also the Civil Code, Article 356, Raastnbat conclusion that something unconventional or as part of the transaction knows or function as it must be said with regard to this matter, there is a distinction between the function and the features that are other words, the function of the characteristics deal with different. Article 357 of the Civil Code refers to the following article in this expression is, what is something that makes sense and will know the parties. Sometimes it is and sometimes Customs will determine the parties to compromise on what is seen as the party that will be a function of knowing what is effective "the in fare of job-dedicated implies that evidences' presumable that. (Shahidi, 2009)" Sometimes it's functions have to use it. it also functions itself is trading practices, but they are so dependent on the main knows that it

is not independent agreement about the transfer of the functions of the closure of the main sale or in their names, including, for example, if you come home sold the mud and trees, shrubs home has been sold and functions as "(Imami, 2007) with regard to the definition of the proposed function can be concluded as a function is considered to be the first of three characteristic function is something that is out of the nature of the Second to use of the third orfi nature. The definition of the function, the definition of a comprehensive and enlightening is not a function of the nature and papers contained errors. including, function always something out of and, in some cases can be considered but, but as a function of the deal. Another objection as a function is always something that is not to use. Like in the car tyres added that as the necessity of using cars and not only to solve the problem in the future. In other words, the relationship to the necessity of between and there is always the only factor and the necessity to function is not knowing what.

Function in the contract beg

Stipulated in the agreement and

Some scholars believe that it is no effect function practices, but it is clear that can function and what is not what with respect to matters mentioned that this was not just because it was said that the two parties can be subject to what their rights in Iran to reiterate the function of Article 356 civil law can be inferred because in this article said: "... even though, at the contract is not explicitly mention..." "with regard to this matter to be concluded that the two sides can be something to function. Now, instead of examining the custom independently in determining the function, according to Article 225 civil law, "the reasonableness of something in common sense and used to contract stipulated that without it constitutes should be mentioned in the contract." (Consistory, 2010) It seems that this matter with the implicit condition is one in the definition of implicit condition is what was said to be clear in the contract and what is to be mentioned or no favours the parties on both sides, but not to have been can be against them, provided the as the contract and the provisions of Article 225 civil law. Although the nature of the deal as a factor in determining the functions, but it alone and independently could not determine the function, but in the form of custom, or the will of the parties.

Thus, any kind of the necessity to object to the use of appropriate cannot be function is appropriate for example: from a computer having the display screen is necessary and without representing the use of the case is not possible, then we cannot say that because the display case is necessary to use as a function is not such practices, because they are independent, and the two object has separated from each other. Whenever including object in principle to the main issue is hesitant to a solution is that the agreement and, therefore, if like the contract for sale that the effect of the contract of transfer of ownership is to be questioned in the domino

transfer and to the other side, the ownership of the seller and therefore the principle is not comply with Article 359 civil law says " suspicious object enter in Arafa. So far, it was clear that the condition of the contract, and as a result of the condition. As a result of the condition, along with the original agreement which will be implemented. Under Article 236 civil law, " as a result of the conditions that make it a due to be certain that confidence is " so that the contract of transfer of ownership is to function on the main to the other side, and should be transferred to him and the civil law 383 this: " to include it should be something that components and counts. "(Yule, 2005) Now may have doubts that will be subject to the agreement as a result of the condition, but not as a result of the implementation of the agreement and accessories. In this question, however, such as the main subject to surrender committed against the deal is necessary, but the two requirement of a kind and different results. To the direct effect of the original deal is a deal, while to function as a result of the implementation of the agreement, the condition, the contract. However, in the contract requirement to give the function of the kind of obligation to surrender is not the main because the obligation to submit the case, the mutual commitment of commitment to swap while function in front of the and the obligation to surrender mutual it.

Conclusions

to function as the surrender of the original deal commitments is Article (383 civil law) However between these two commitment to one side because there is a difference in some cases when the main subject to the right of the deal is also function of the guarantee of the implementation of a surrender, but with the surrender of the main and fall and having lapsed in prison than that, there is no right to prison. If it is a function in the contract has been deemed when the contract is there seems right is not going to be because of such provisions of the contract, which are subject to interpretation when the parties that are committed to the provisions of the issue, but if it became clear that there is a commitment to that of the first, is there to cucumbers. According to the results of the criticisms launched and necessary, it seems that the necessary measures in regulations related to functions on issues such as the criteria set, providing principles governing identify function in cases of dispute.

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