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comparison Iran laws and the U.S. violation obligation in civil law

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Comparison Iran responsibility for the Violation of Obligations between The U.S civil law.

As far as you know that an obligation is an important duty that is happened by one or two parties and if one party violated the said obligation it could be faced by guardian forcement beside of the government, therefore both in Iran sailing Article 154 law and Article 1788 civil code says that if one party violate the commitment of the contract the rights of the recite it's predicted .

Also in article 154 of the sailing Iran law says that if the commerce ties country has been prohibited by the destination country the contract has been concluded without paying compensation.(1)

1)Pages 237_238, Titles 299_300, the said source.

Also as you see that to compare Iran law and the U.S:

Article 393. The Debtor's Obligation to Recompense the Losses.

. 1The debtor shall be obliged to recompense to the creditor the losses, caused to him by the non_ by an improper discharge of the obligations.

2. The losses shall be defined in conformity with the rules, stipulated by Article 15 of the present Code.

3. Unless otherwise stipulated by the law, by the other legal acts or by the agreement, when defining **the losses, the prices shall be taken into account, which existed in the place, where the obligation should have been discharged, on the date of the debtor's voluntary satisfaction of the creditor's claims, and if** the claim has not been voluntarily satisfied - on the date of its presentation.

Proceeding from the circumstances, the court may satisfy the claim for the compensation of the losses,

taking into account the prices, which existed on the day of its adopting the decision.

As you see that the obligator has no alternative to stipulated and accept the commitment to solve and repair the said issue.

Otherwise , in accordance to Note 3 article one ,in Iran banking and monetary law that's been ratified on 18/4/1351 shamsi; commitment of each charge it should be payable by the said money wich is nominated by each parties unlike the last part of the U.S civil code 393:they don't mention kind of money .

Therefore , the said of the nominated negotiations it becomes at the begging of both German(244) and Ethiopia(1749) article code.

Another problem is that if the money of the binding lose its worth during the contract it means that there were not stipulated at the introduction.(see also German civil code 245)

Therefore as you see that in commitment the parties should be take enough theirs charge and if one of the party violate the terms of the contract all binding of the commitment imposed by him.

In spite of the fact , if in the contract the commitment don't nominated earning money the said earning computing by the law.(2)

Deduction value of money, earning money, in addition costs associated with the implement of commitment.

In accordance to article 281 Iran civil code:

The implement of the payment committed to responsible.(see also article 1760 Ethiopia civil code)

Article 394. The Losses and the Forfeit

1.If for the non-discharge or an improper discharge of the obligation the forfeit has been ruled, the

losses shall be recompensed in the part, which has not been covered by the forfeit. The law or the agreement may stipulate the cases: when only the forfeit, but not the losses shall be exacted; when the losses may be exacted in full above the forfeit; when, according to the creditor's choice, either the forfeit or the losses may be exacted.

2. In the cases, when a limited responsibility for the non-discharge or an improper discharge of the obligation has been established (Article 400), the losses, liable to compensation in the part, not covered by the forfeit, or above it, or instead of it, may be exacted up to the limit, fixed by such a restriction.

As you see that in the U.S civil code article 394 most of the commitment is imposed by law maker , in spite of Iran law, if

The obligator could not assume the obligations law can not sentenced the responsible in to more or less money with out credited satisfaction .

In Iran law if the creditor's guilt the debtor's can pay money into the ruling, therefore, if the debtor's pay money by the delay.

As you see that in Article 404 the U.S, civil code the law allow to the judge reduce the debtor's responsibilities against Iran laws.

As I said, in Iran law judge is not allowed reduce the debtor's charges.

The issue in question is ,the debtor's are only to scope and reduce his responsibilities by his intentionally mistakes, otherwise not only judge has not right to reduce his obligation but also no one can ,because in waste contract the law has no gives the right to the usurper or unknowing they escape from the guilty unless the contract will be made on the time of the unknowing specially in waste contract.

In the future we see that if the creditor may guilt by the third party what should be happened.

Article 404. The Creditor's Guilt

1. If the non-discharge or an improper discharge of the obligation has occurred through the fault of both parties, the court shall correspondingly reduce the scope of the debtor's responsibility. The court shall also have the right to reduce the scope of the debtor's responsibility, if the creditor has intentionally or through carelessness contributed to the increase of the losses, caused by the non-discharge or by an improper discharge, or if he has not taken reasonable measures to reduce them.

2. The rules of Item 1 of the present Article shall also be correspondingly applied in the cases, when the debtor, by force of the law or of the contract, bears responsibility for the non-discharge or for an improper discharge of the obligation regardless of whether he is, or is not, at fault.

Article 405. The Debtor's Delay

1. The debtor, who has failed to discharge the obligation on time, shall be answerable to the creditor for the losses, inflicted by the delay, and

also for the consequences of the discharge having accidentally become impossible during the period of the delay.

2. If, because of the debtor's delay, the discharge has lost all interest for the creditor, he shall have the right to refuse to accept the discharge and to claim the compensation of the involved losses.

3. The debtor shall not be regarded as guilty of the delay during the period of time, when the obligation could not have been discharged because of the creditor's delay.

Article 406. The Creditor's Delay

1. The creditor shall be regarded as guilty of the delay, if he has refused to accept the proper discharge, offered to him by the debtor, or if he has not performed the actions, stipulated by the law, by the other legal acts, or by the contract, or those stemming from the customs of the business turnover or from the substance of the obligation,

before the performance of which the debtor could not have discharged his obligation. The creditor shall also be regarded as guilty of the delay in the cases, pointed out in Item 2 of Article 408 of the present Code.

2. The creditor's delay shall give to the debtor the right to the compensation of losses, caused to him by the said delay, unless the creditor proves that the delay has occurred through the circumstances, for which neither he himself, nor the persons, to whom, by force of the law, of the other legal acts or of the creditor's commission, the acceptance of the discharge has been entrusted, are answerable.

3. The debtor shall not be obliged to pay the interest by the pecuniary obligation over the period of the creditor's delay.