General Rules for Contract Deviation for Sale Ownership

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Abstract

Sale submission to vendor and price payment by buyer generally shows just the explicit and implied will of both parties and their loyalty to their own legal commitments. For that reason, chronological ownership comes to be true in private contacts, in which vendor holding the completely discretionary by sending the object of sale by post, third party or his legal representative, provides buyer with complete discretionary for the object. For this reason, contract holds the ownership face when sale really submitted to the buyer and vender pays the price completely. When the whole object contract matters, vendor has the duty to determine the general sense of object, to package it correctly and to deliver it to the cargo institution so the buyer possesses the sale, unless the two parties not intended for simultaneous transfer with contract. Such as for cases where contract holds a ceremonial face or constipation is among the correctness condition for sale ownership. In this paper, we tried to go through the general rules for contract corruptions for sale ownership and price transferring.

Conclusion

Forcing vendor to submit the object of sale or paying down payment by buyer does not have the same meaning as object ownership; it has a contractual root and comes from the contract nature. Therefore, what shapes the find goal for purchase is giving the buyer the permission to possess the object. Any parties negligence to deliver object or price paves the ways for the other party to ask court to force the trespasser. In addition, object possession is a dependent action and it does not need the vendor permission. However, to possess the sale by buyer. Its sample or all of it shall be visible.

Keywords: Sale, The Total Object, vendor, Buyer, Ownership, Suspension, Condition.

Preamble

Concordance with social revolutions seems to say among one of the governments difficulties in order for legislation in accordance with new situation. In addition, it needs a thoughtful movement to achieve live and native law. Sometimes it is necessary to go one –step forwarded for legislation in order to pave the way for justice. Sometimes we shall control ourselves to prevent from antecedent roots.

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In that event, besides the economic and social needs, which are among the important factors for the development of people life, provisions of suitable legal situations by government helps the parties to contracts to achieve their legitimate goal through concluding a correct contract. On the other hand, government supervision on contract conclude resulted from a correct will of parties to the contract can bring out an obstacle for abusers intention and their non-legitimate goals. To that end, free will for contract not only makes parties to the contract loyal about their rights during contract concluded until the end of contract effects, but also encounters government with easy access in his legal investigation and it encourages the society to enjoy from correct possession of law.

General Rules for Deviation

The general rule hold that by virtue of sale contract, buyer holds the ownership for object and vendor is the owner for price. In clause 1, article 362 B.c it prescribed that: ((as soon as sale implementation, client is the owner of sale and buyer is the owner for price)), but it has not the same meaning immediate and without conditions, transferring of object of sale and price is nature of sale. The real meaning mentions to the execution of the possession, and it does not relate to the object transferring. However, if contract condition has the related capability, buyer cannot hold any real world ownership including ((general object of sale)) until when the related person is obvious by vendor otherwise condition is not executable.

Contract Deviations

Delay for Ownership Transferring

As the result of mutual consent, the contract parties can delay ownership transferring for a determined period that is determining a condition to execute it in future. In as much as, this contract delay is not the reason to cease object transferring, but this order implements when the two parties intend to transfer the object after contract conclude and this is just a delay to submit the object of the sale. Thereupon, for transferring the object of sale, ((in credit sale)), there is a condition that prevents buyer from achieving his object after paying its price and vendor confiscate it as his credit guarantee during a probable bankruptcy, there is a real objection here, in case that the selling and buying documents do not mention to the real needs and desires of the two parties, the prosecutor cannot understand the common intention and will of them and to issue the suitable order? This is a question. The answers mixes with this condition that these contracts holds the distrainment nature not a contract conclude, because buyer goal to delay the object can be a good opportunity to pay the price or payment an amount in order to possess the sale.

Sale Transferring before contract

The exist two common ideas about whether the two parties can determine a condition for ownership transferring before contract and relate its effect to the past or not:

1). With regard to the proving contract correctness, some said that an affair transferring is in credit from and obeys the two parties will; therefore, buyer can hold the ownership for a
contract concluded through a healthy will, he can transfer the price to the vendor or even delay its time based on the present or past time.

2). In contrast to the above idea, in this logic, contract provisions shall be reasonable, logic and credit. That is the external reality far from mental access is different with the real interests credit. Our mind gust understands the external affairs not the fictitious interests of contract. Therefore, relating the mind to the past just brings paradox and this is invalid to bring out the will. Like when a person intends to delay the payment for his car price three months before contract conclude.

Suspension Condition

In this kind of contracts, the two parties can delay ownership transferring as the result of an agreement. They have right to perform an affair in "real world' for their relations. So for elaborating on the difference of these two conditions, we can say that the suspension of object transferring, or an affair in future is not complete and buyer ownership depends on the execution of an impossible affair.

When for delay condition, transferring action implements naturally after a period and there is no need for obligatory force like when a person sells his land with a determined price and hinges the document signature to the payment of the last installment amount.

Sources

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