

REVIEWS THE RIGHTS POSITION OF IRAN IN THE
THEORY OF GOOD INTENT THE PERFORMANCE OF
CONTRACTUAL OBLIGATION

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Abstract

Good intent one hand and on the other familiar words conceptual sophisticated that the precise definition of the range of rights available. This moral institution that has always been God's order while parents play a major role in law. As far as some countries as one of the general principles governing the contracts are name. English in rights although some of respected writers in the contract in good intent as a general rule agree, but this has been criticized by others in the group observe good intent in the implementation of accepted only in exceptional cases. The effect of good intent in the legal status of persons, and in particular contracts, Discussion that present situation the content of many of books and articles has allocated to itself legal. Despite the importance of good intent, the concept effects and its function in different parts of civil rights is ambiguous. In dealing with the legal principle theory is false. In this study, the good intent and the agreement has been paid implemented.

Keywords: good intent, Iran implementation of commitments.

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Introduction

One of the legal institutions of intellectual perception and human nature originated more or less in all legal systems world-wide and international law in general and rights obligations, in particular affecting moral principles, good intent is legal. There are two prevailing sense of honesty and good faith the impression is wrong. The latter means the essence of it is ignorance and a passive mode. That someone with a seen such a case in good faith and is supported by the legislator.

But in good intent means honesty a moral sense that if it is behavior rules. Good intent of so lofty a position is that at least the law today domestic or the international convention can be found in the sense of that pointing out. Domestic regulations countries in the realm of the private law although independent of one another but are also numerous joint points are with one another so that many of the convention of the international problems to legal principles common or accepted by member governments would refer. Good intent including institutions that no intellect in accepting that hesitated to does not all men accept it. In other words no man wise man does not love others the behavior and interaction with him ill intention, fraud, Indirection, subreption, dishonesty, etc. deal.

Good intent, the moral concept is gradually entered the field because of the need for economic and social rights in general and contract law in particular has been and undeniably correlation between law and morality has to be. Some legal writers argue that a contract binding expression need not philosophical theories. It can be defined as human and social morality and customs, the demand for and benefits of selected binding contract moral basis in the know If the moral rule (necessary agreements) with the moral principles such as the need to respect the good intent and the need for equality of does conflict, Government superior value (good intent)

would be the ultimate goal of raising human morality and the purpose of the law is pure and right say they know administration of justice. Rights for morality and justice needs some moral rules support enables context justice and to the morality of rights they know important bases.

The definitions can be found that the lawyers on the good intent mainly relating to two directions:

- A) Integrity and avoidance the notion of deceit and fraud, which is against the ill will. Accordingly, a person who due to ignorance or deceived as to the parties having the right to seize foreign symptoms Convinced honest mistake and thought the operation, according to law, good intent and in the practice of law in his case is easy dialing.
- B) Common patterns of behavior and honest implementation of contracts, jurisprudential sources defined for good intent is not independent, but in some chapters and jurisprudence of the impact of negative or positive intentions on the subject of the verb word order is. And examples of the application of good intent in jurisprudence and legal provisions can be found. Good intent of those concepts that everyone can admire it for themselves and their dislike for the opposite the ill will. Contracts and transactions and indirection cases that fit the chance to find them. Defective goods to sell and clear example of disadvantage to conceal fraud and bad faith, and this is something that is completely unacceptable in terms of ethics.

A brief study of different laws suggests that the principle of good faith as scattered in some regulations it has been predicted that perhaps the only issue that remained and studying the comprehensiveness as a rules. If in good faith as

the principle of human rights Iran accepted a generalization to the realm of various human rights conventions including the before a contract.

Problem statement

Brian Garner, Black's Law Dictionary defines the (Good intent) says:

"A state of mind based on the 1) honesty in belief or purpose; 2) commitment to pledge against the other; 3) compliance with commercial standards of conventional fair treatment in a trade or business in particular; or 4) the lack of planning fraud misrepresentation or study points against conscience. " In the Law dictionary, the definition of the term Latin Bona Fides (meaning treatment with good In the same field requested the implementation of the economic balance of the contract in circumstances that are difficult to break up the contract failed, a behavior that is contrary to good faith should be avoided. Iranian civil law principle of good intent in contract does not explicitly mention.)

Reads: "1) a standard of behavior expected of an ordinary man, especially when contracts and other legal acts; 2) no action fraudulent intent or bad faith." Good intent represents concepts such as integrity, trustworthiness is working properly. This rule, which was long in place ethical issues have now entered the field as a theory and principle of law is in force. Now intent is the population of the connection between privacy and ethics. With this introduction, the good intent as a general principle in all stages of legal action (the conclusion, interpretation and implementation) prevails.

The implementation of the provisions necessary to agree a contract in good intent and behavior contrary to good intent is incompatible with the principle of

binding commitment. Thus, the necessary contracts should always be considered in conjunction with the principle of good intent and examined. In the same field requested the implementation of the economic balance of the contract in circumstances that are difficult to break up the contract failed, a behavior that is contrary to good intent should be avoided. Iranian civil law principle of good intent in contract does not explicitly mention. But perhaps can the phrase "acting in a manner known" or "normal operation mode" in Iranian law plentiful. This behavior is consistent with good effect-of the population in the agreements.

Background research

Doctor consistency in the third volume of book "general rules of contract" contract interpretation briefly discussed below also pay the fairness and good intent. Doctor martyr in the third volume of "civil rights" for short in the performance of the contract in good intent, According to French law, German law and the rights of Iran.

AsghariAqmashhady doctor in an article to the good intent in the process of signing deals. The preliminary stage of negotiations begins, often to the accession process continues to require.

Habibi doctor in "international business contracts interpreted" in good faith in the interpretation of international commercial contracts were analyzed. Ansari doctor in "The economic analysis of contract law" to the economic analysis of goodwill in their contracts. Mr.

Alizadeh's article explores the principles of good intent and fair treatment of their contracts.

Necessary undertake research

Over time and according to the need for economic, social and human self-interested, In the field of moral principle of good intent in the legal relationship between individuals and the judge to prove the contractual consent of the words and phrases contained in those abandoned And taking into account the common purpose of the contract and expect the parties to the contract, the subscriber volition pays and so the dilemma words and phrases contained in the contract and within the spirit and terms of the contract examined and evaluation of the ideas of the parties (good intent abuse intention) of the moral appeal made in good faith and good intent through legal position could be strengthened.

Although traditional analysis of contract law, observance of the principle of good intent means optimal performance in terms of contractual commitments and can't be an expansion or restriction circle contractual obligations, but now the principle of good faith contractual commitments for the development or restriction referred to.

Purpose Research

Check the rights position in the theory of good intent in the performance of contractual obligations.

Research method

Describing the analytical research method, which is to investigate the current views of the position of the law in good intent in the performance of contractual obligations was the theory.

Method Data collection

Data use library resources and articles prepared by the authors as well as legal and valid websites.

Results

Good intent during the execution of contractual obligations, to judge the conduct of dealers with a measure of a good and compassionate as interactive as the father of the family concerned. Goodwill in this sense means ignorance of reality and subjective belief, is a personal and emotional, but implementation of the agreement in good intent means positive behavior and actively in the contract that the positive aspect of good intent and negative side it is on.

Positive aspect:

In the positive role, courtesy of a rule of conduct for behavior evaluation dealers offers. A commitment to honesty, integrity and compassion requires dealers to perform contractual obligation. To perform the contract in good faith in the performance of contractual obligation is meant to honest speech and behavior. (Ansari, 1388, p. 157). Committed must fulfill that promise and of fraud and deceit and fraud and avoid obstacles to deliver ahead of it.

Committed not only to determine the duty of good intent, but should also be committed to crush the implementation of contractual commitments in good intent act. (Mallory and Aines, 1995, No. 622).

This is the meaning of section 3 of the 1134 BC. F. Which states that "contracts must be executed in good intent." His dedicated commitment to cooperate in good intent to provide and requires him to cooperate in the implementation of

contractual commitments by committing the acts that are difficult or costly to avoid implementation of commitments.

Article 279 of the civil code and give expression to determine the general case, the implementation in good faith tells commitment. Whereby, if the whole case is very committed in its true choice is free, but goodwill requires the commitment does not apply to defective delivery. (Katouzian, 1376, p. 50).

Article 277 of the Civil Code (committed can't be crushed undertakes to accept part of this commitment, but the ruling could owe to the deadline for payment was justified or not.) In the awarding date fair to the debtor failed, and mode of application examples of the influence of religion is fairness and good intent.

Negative aspect:

In interaction honestly do not only have obligations, but also to the ill will avoid the fraud and deceit; otherwise encountered with heavy sanctions. For example: try debtor is tricky to run away from religion, and if the transferee is a crime story he is in bad faith, their transaction will not be invoked against the debtor.

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