

## FOUNDATIONS COMMITTED DEBT THE THIRD PARTIES

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### **Abstract**

Carrying out the commitment subject by the committed person is the primary requirement of a commitment, and this makes the committing party not be able to require anyone but the committed person to carry out the action. However, doing the commitment by a person other than the committed person is not prohibited; the third party could fulfill the obligation if the committed person does not stop it to act on his behalf. Therefore, to comply with a third party without the commitment on the obligation established is realized. Sometimes the third party has no legal and religious obligations from the committed person for the fulfillment of the commitment, but other incentives such as benevolence or a common interest he has with the owed, and sometimes although the party is not the real person who owes, law makes him pay the debt to the creditor. Thus, the right of the third party to refer to the debtor does not comply with Article 267 of the Civil Code and is not solely due to being permitted the person in debt, but sometimes the requirement or the verdict of the legislator replaces the permission of the committed discussed in this article.

**Key words:** comply, obligor, obligee, third party.

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## Introduction

If a third party attempts to perform under the legal requirements that may be surrendering or transferring property or rights, the payment of money, doing or not doing something, commitment is conducted and consequently dropped. However, it should be noted that the third party is not in a position to pay the property that he has been arrested by the court or the application of registration because this payment cannot drop the property is creditor's rights and not transferable (Emami, 2010, p. 320). Moreover, if the subject of commitment is transfer of property and it is determined that the subject lacks financial commitment given to the obligee or a third party has submitted a decree without permission of the owner of the property to the obligee, verdict is to sustain the commitment on the obligation (Shahidi, 2002, p. 47). In contrast, some jurists consider fulfilling the promise, either by obligation or by commitment of the party, as not dropping the commitment but fulfilling the promise is seen as the tool to carry out the commitment and the inevitable corollary of this optional action is drop of the commitment (Katouzian, 2008, Page 1).

Another claim that is raised is that fulfilling commitment is carrying out contractual obligations both written and spoken, and debt and the liability as a result of civil liability, the vindication of illegitimate usurpation or the responsibility of the person to fulfill that promise is not called fulfilling commitment (Katouzian, 2008, p. 14), while the believers in this idea see legislation such as a commitment to compensate the loss caused to the obligee through him to restore the former or the equivalent as fulfilling commitment (Katouzian, 2010, p. 106). This is created in obligations out of the contract in the relationship between the obligor and obligee, and the obligee is responsible to make compensations for the damage done to the obligor by restoring his state to the previous or giving its equivalent (Safaei, Rahimi, 2010, p. 311). On the other hand, the principle is the survival of this pledge, unless it is annulled by one of the abrogation of obligations specified in Article 767 of the Civil Code (Yazdanian, 2007, p. 212), and fulfillment of the obligations by third or committed party is the only appropriate option. Civil Code has stated the tools to drop for the absolute obligations including contractual and non-contractual obligations. So fulfilling the promise by a third party brings about the drop of legal actions and events commitment, but carrying out these by the third party has some exceptions, in case that the commitment is fulfilled by the third party in a legal way the commitment on the obligee is

dropped (Katouzian, 2010, p. 11). Civil Code in Article 267 has accepted the fulfillment of commitment by a third party in carrying out obligations and has conceived it as the fulfillment by the obligee, the way complying with by the obligee drops it (Shahidi, 2002, p31).

Civil code law has stated this clearly in reference to the dominant issue that is permission of the obligee. However, in other laws even civil code, there are cases for obligee's being in debt, even if the third party has fulfilled commitment without permission.

Refer the discussion of civil law allows third parties to undertake, in most cases, the permission referred committed. But in some cases, the law and other laws for the debt that is committed without his permission had been realized. Although the Article 267 of the Civil Code mind on the basis of voluntary self-employment obligation, is committed solely by His leave and will be committed because of debt, but could also provide third party will undertake the obligation to a third party that is engaged in the analysis of cases that have been investigated.

*•debt committed against their will commit third*

Civil Code Article 267 granting the permission of the third party is committed to accept third criterion paid for what, is known. Permission or consent referred to in Article 267 is not a simple permission, but mystics pledged commitment to mobile payments and debt issues are only about a third of what he paid for one of them. And in the case of payments surplus, the third party is not entitled to accept because under article 267 of the Civil Code deals with someone else's religion, if it is the right of recourse and permission to pay in excess of the third party is not entitled to accept because under article 267 another religion who deals with civil law, if a permission is And payments in excess of its right of recourse, religion is not obligated to allow the subject to be owed. In fact, permission to pay in excess of religion contrary to the principle and requires resolute affirmation (Katouzian, 2011, p. 442), unless the excess and leave committed to education and to have (JafariLangeroodi, 2012, p. 304), as well as payment of less than Thread commitment, the authorized party does not pay a visit to surplus, because permission is committed to containing the potential that a third loss against compensating the promisee.

*•debt committed against the restoration of third party*

The emphasis is Article 267 of the Civil Code infer that comply without permission, payment of a pledge never to have recourse, whereas the third party will commit without permission, he would provide debt. (Katouzian, 2011, p. 277) because the law permits granted to a third party undertakes to comply and see to it that cases are dealt with.

*Transfer ask for the obligee to third*

In this case, a third party by transferring the claim of the obligee, and owes its committed against violation of their rights due to the lack of in this way that prevents the issue of paid leave, seek to transfer and is committed as new creditor presents (Shahid, 2003, p. 31),

Although this issue has been raised in the debate comply by third parties, but when the third party is seeking to transfer the obligee Instead, what has your education pays. Therefore, after the third transaction, "vice president" is the creditor and the debtor can refer to (Katouzian, 2011, p. 25).

However comply by the other party can not be fulfilled, because that third action brought on the grounds of religion and other obligations and third provision referring to the obligation to pay him the path to their religion and seek the transfer of that.

*Comply as non-property office in the Shiite jurisprudence.*

In civil law and related legal materials collection, there are cases in which a third party undertakes to comply with permitted subject to demand payment without the permission of the district have committed, committed permission to replace the permission of legislation in this place, However, the mere payment, presents and do not have the right to a third party, and prejudicing the need to comply with the obligation to prove in case of delay.

It plays only the items that would need to be verified by a third, to comply with another person's property is in the office. Administration taking another person's property, is in fact exceptional and contrary to the rule that requires strong and adequate, One of the primary reasons for permission to intervene in another person's property that is fast rule "Necessity knows no law" is

prohibited under this rule when matters such as the permissible treated need to fix the sanctity of the punishment, for does not (MohaghehDamad1979 Page 129).

So if someone on the importance of the non-performing property to prevent its violation, religious and legal hurdles facing his action but it requires the permission of the owner is not true. As a result, in cases where a third party to another property managed to play his take action to fulfill the particular conditions of the third party the right to refer, is committed to the act of goodness and, to the detriment of The result of is not damage .

The proof of specific conditions and varied body responsible third party is unsuccessful in doing so, accept donations from play and deprivation will have to commit to. So regardless third will run based on another person's property, license and must not accept such a determination is manifest in its place to bring legal effect because the debt.

*•debt committed against the party on the basis of legal permit (mandatory or voluntary)*

In civil law and related legal materials collection, there are cases that a person committed to comply with permitted subject to demand payment without the permission of the district have committed. Here again, the legislature's permission successor undertakes permission, with the exception that pay, presents and do not have the right to a third party, the need to comply with and prejudicing committed Delay, unlike non-property office, prove (Safai, 2004, p. 239).

-Payment of commercial documents by a third party

The topic of the fourth chapter VIII of the Commercial Code adopted in 1933, advances to you by the third party and its rules in Articles 270 to 273 explaining the four items. The regulations pursuant to Article 309 of the Law on the IOU is also govern third party authorized by the legislature can be issued by the commercial document or any of its endorsements to pay and comply.

According to Article 271 of the Commercial Code, third party document holder has all the rights necessary to reimburse what is paid. Therefore, the mere payment of commercial documents such as bills and IOU by third-party licensors accept and claim the sums paid by the committed

and a third that religion deals with the law surrogate creditor (Katouzian, 2011, p. 26), will party such legal status shall suffice for the debt obligation and does not undertake to leave (Safai, 2004, p. 239).

*-Payment of debt in transactions relating to immovable property*

In trading with the right to restitution of the property and mortgage transactions and financial condition will be mortgaged creditors, there is the possibility of debt owed. Law on Article 34 repeated to each creditor has the right to request arrest the debtor's property, allowing it to seek payment or collateral with creditors, the Fund recorded or authority the registration office determines and release of the property, mortgage, it is in mortgage all crave take (Katouzian, 2011, p. 27). In this case the creditors as a third party to pay the debt to other creditors, the government committed to the rule of law, and to be a surrogate creditor (Katouzian, 2011, p. 207)

In this case, the third party is not permitted by the pledge, but implies his actions and lack of eligibility to receive donations of amounts not paid since the law, by necessity, be so authorized to creditors to replace the permission granted bail is committed and the necessity of seeking permission from the obligation to eliminate them.

*-Payment of debt related to property seized in execution*

According to Article 55 of the law implementing the civil laws, on financial collateral or in the claims is banned judgment can all debts and legal claims with the state law, depending on the case, Justice registered or deposited in the fund, apply for attachment of property and enforce their rights to the full. In this case, bail and detention of former jaw and ask for his property and the total deposited funds are immediately seized.

In this judgment the government is committed to personal debt, rub in the direction of the collection has been sentenced to detention, the third party that the law is vice president of the creditor; This allows the legislator to non-permitted so tightly that God has to pay other debt payments can be banned from the property is the vindication of (bahrami, 2003, p 88).

Registration is only legislation governing the right of refund transactions with respect to real estate transactions is conditioned and mortgaged, but law enforcement of civil laws, including movable and immovable property and encompasses a broader territory.

*-Support payments from absent from charity*

Is one of the pledges support payments due to marriage or relationships between relatives, the person is placed. Since people pay alimony obligation to pay alimony by Expendable depends on civil law, with a higher sensitivity of this kind of consideration is one's commitment (Emami, 2011, p. 192)

In this regard, Article 1205 of the law on the absence or refusal Expendable to pay maintenance, the person required to pay if it is not possible to predict and binding and obligatory upon the request of people alimony, ensuring the provision of maintenance of the property has Expendable. But for those who lack access to absentee property or, difficult maintenance expenditure and not to a third party authority to grant alimony to the right people alimony obligatory payment and the person is absent or demand.

Permis- sion resulting from Article 1205 of the Civil Code provides that a third party is hereby granted, permission successor, and he can not commit to any excuse not to pay a third of what is paid for refusal (Rah courier, 1998, p. 44).

### Research Tools

Data collection for the library. And through studies, taking notes, databases and computer networks, as well as examining the relevant records in the province of Justice, content is collected.

Data analysis method was descriptive-analytic.

### Results

Third party who undertakes to extradite or fees paid for saying what action can be one of the most important works in conjunction legally binding and was third. Realizing that the action taken by third parties, the case is committed to comply with. Civil Code Article 267, the

permission is introduced as a criterion for a third visit, but the rule of law, necessity, will issue third party and the nature of the obligation can be considered as a criterion for his return.

another, also has recourse to commit. certain items can not be carried out without violating a general order, including necessary licenses and As well as the results obtained by studying the laws that refer only criterion for a third party to commit, not permission, but in many cases by other third party ethics Or, by necessity or by the law have to pay another religion, also has recourse to commit.

So it can be said that Article 267 of the Civil Code in general expression of the sentence, but other legal materials in particular, certain provisions of Article 267 of the Civil Code stated that an exception to the general verdict seems to be no conflict certain items can not be carried out without violating a general order, including necessary licenses and ....

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