

Analyzing the obligation to a third party in the case law of Iran and Egypt

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Abstract

A third party duty is created when a person agrees to convince a third party to do something, whether it be material or legal. These legal rules have not been adequately studied in Iranian law, and our civil law lacks a particular title for a third-party responsibility. Article 234 of the Civil Code, on the other hand, stipulates the condition of the action. Many civil and commercial contracts are based on commitment to a third party as a benefit legal establishment, and since this legal establishment does not generate any obligation for the third party prior to its coming into force, it does not vary from the concept of relativity of contracts. The guarantee of the implementation of this legal establishment, which can be the right of the obligor to perform the subject of the obligation, the right to claim damages for the obligee, and finally the right to terminate the main contract for the obligee as a guarantee of performance, is one of the most important issues in relation to the obligation to a third party. Enthusiasm for a third act. The similarities and variations between the duty to a third party in Iranian and Egyptian law were studied in this research.

Keywords: third party, commitment to third party action, commitment

1. Introduction

Every day, contracts are created with various criteria and requirements of the parties in order for them to get the greatest advantage and the least loss. The contractors' aim comes to an end when each of them is pleased with their performance in achieving what they desired, which is measured in terms of commitment fulfillment. The nature of fulfilling the obligation in the rights of countries is one of the main issues in this regard; the nature of fulfilling the obligation in the rights of countries is not defined in Iranian civil law, but in recent years, legal scholars have each interpreted and expressed their views in its definition, causing controversy. However, in Egyptian law, the term is the nature of fulfilling the contract's obligations, according to the current consensus. Another point to consider is the circumstances in which the two nations' legal obligations must be fulfilled. When it comes to the requirements for satisfying the responsibility, there are certain differences in criteria. Another difficulty is the payment of a debt and the performance of an obligation by a third party, whether allowed or not. Of course, the significance of religion being done by a third party is viewed more in Egyptian law than in Iranian law, and it may be claimed that payment by a non-authorized person is correct in both nations' laws. In the next section, we will look at the duty to a third party in Iranian and Egyptian case law.

2- Legal bases of commitment to a third party

Commitment to a third party was originally established in the legal systems of France and Switzerland. The word has no antecedent in conventional regulations in the common law system (Article 1120 of the French Civil Code and Article 111 of the Swiss Code of Obligations). According to Article 111 of the Swiss Code of Obligations, anybody who agrees to have a third party execute an action against another party shall be responsible for damages if the action is not done.

The scope of this contractual liability is defined in several legal texts in French law, including Article 1245 (liability for deduction of certain property by responsible persons), Article 1735 (tenant liability for responsible persons), and Article 1953 (hotelier liability to guests), but the obligation to a third act is defined in Article 1120. In contrast to the previous example, where the obligor is the direct guarantor of his promise and contract, here the obligor is the direct guarantor of his promise and contract. The requirement, according to it, is to get the approval of a third person. The Egyptian Civil Code's Article 153 summarizes the consequences of current French law, jurisprudence, and doctrine, as well as the impacts of third-party acceptance and responsibility restrictions. There is no explicit provision in Iranian law covering a contract of responsibility to a third party, however Article 234 of the Civil Code has the following conditions:

"The act's condition is the action or non-action of act be conditioned on one of the interlocutors or on an outsider."

This condition implies that one of the parties can guarantee the third party's action against the other party. The third party's responsibility has been specified in terms of circumstances by the legislation. The impossibility on the third party has been explored by the jurists.

According to Allameh's memoir, if the seller stipulates that the guarantor is responsible for the seller and he does not, or if a specific person does not accept, the customer's option is fixed, and if the seller stipulates that he buys the condition from a third party or sells it to a third party, the third party refuses. There is a possibility that parole may be terminated. Mandate, for example, is a definite requirement in terms of excuse if Zayd buys and sells the items to him. In this respect, Sheikh Ansari suggests two options. The second point to consider is that, given that the parties' goal was to make a demand, the condition was met by composing a demand, and so the condition is accurate. However, because it falls outside the scope of the conditional authority, if the parties' intention is to sum the demand and acceptance, it is void unless the parties have confidence in the third party's purchase and acceptance, as well as the condition of the result based on their confidence in achieving it. If the buyer declines later, a condition is one of the situations and illustrations of an excuse. Makaseb's annotators agreed with this viewpoint and expanded on the condition on the third party, stating that if the condition applies to non-contractors' actions since the condition has no authority or power over them, the condition is impossible and ridiculous. However, if the third party typically accepts the condition and the condition's goal is the act of joint intervention on the aforementioned conduct, the condition seems to be unnecessary for the third party, therefore the condition is correct. Because it is a fundamental requirement, it is not essential to satisfy it if the third party agrees. The reason why jurists have emphasized this in terms of conditions is because: first, the traditional and widespread perception has been that obligations in general are either in the form of covenant contracts or that no other condition or feature for the requirement of duties has been acknowledged. Second, the condition was described as an extra responsibility in addition to the contract, with independent responsibilities being omitted from the lexical definition, and it was deemed to be an unlawful promise and obligation.

3- Commitment to a third act in Egyptian law

"When a person, his successor, or another person who owes a debt in a debtor's interest is a personal guardian, and even if a third party whose debt is to his disadvantage but pays by order of the primary debtor, the fulfillment of the obligation is regarded legal," according to Egyptian law. Article 323 of the Egyptian Civil Code states in the first paragraph: "The performance of debt by the debtor, his successor, or a third party acting in the debtor's behalf is correct, provided that the conditions of Article 208 are respected."

The provisions of Article 208, whose language is as follows, are required before discussing the above-mentioned article in order to understand the subject: Despite the fact that the provisions of this article are in accordance with Article 268 of the Iranian Civil Code, it appears that the reference of Article 323 of the Egyptian Civil Code to Article 208 is that if an obligation is stipulated to the obligor's guardianship, the debt or obligation can only be performed from the obligor's guardianship. Although the obligee is required to do so, the third party is right if it performs the duty and may refer to the obligor or the debtor for reasons that will be discussed in future talks. However, under that statute, there are also steps to prevent and warn the debtor due by the debtor, which may be found in the second paragraph of Article 323, which is essentially identical to Article 267 of the Civil Code. The following is stated: "Payment may be made in accordance with Article 208 by a third person who is not the intended recipient of the payment, even without the knowledge or consent of the debtor, but only if the debtor disagrees and informs the creditor of his opposition. It has refused to acknowledge the obligation's fulfillment".

According to the above-mentioned articles, there is a minor difference in the laws of the two countries regarding the performer, particularly if the religion is performed by a third party; in Iranian law, there is no reference to the debtor or obligor's interest, whereas in Egyptian law, it is correct for a third party to fulfill the obligation if it is in the debtor or obligor's interest.

Hence, the problem of not defining the expedient debtor or obligee is true, which is distinct in the legislation of the two nations and is specified in one but not the other, but they are identical in principle and legislator's viewpoint. If the third party pays the money without the debtor's agreement, he will not be able to claim it back since an action in the debtor's best interests has been taken.

In Egyptian law, however, if the debtor advises the creditor that he will not accept a debt from a third party and would object to the third party's acts in the future, the debtor shall try to avoid accepting the third party's actions as much as possible, particularly if the obligee is in control. As a consequence, even though Egyptian law specifies that the payment is not a third-party donor and that anybody who contributes money, whether fraudulently or to aid the debtor, may deliver it to the receiver, the debtor may benefit and be legally protected in this regard. It refers to the major debtor and is used to demand payment from the obligor or debtor.

According to Egyptian law, Article 208, if the obligee's guardianship is specified in the contract or the nature and kind of duty is something that a third party cannot do, a third party cannot do it, but the obligee may. In the event of non-fulfillment of the obligation, the obligee may ask a third party who is capable of performing it to perform the action, and even the creditor may agree with the third party, in which case the third party becomes the creditor's deputy, according to Article 327 of the Egyptian Civil Code. "The creditor who has obtained his right from him by agreement with the third party is the deputy of the rights of the third party, even if the debtor does not agree with this deputy, the agreement should not be formed beyond the payment deadline," says the law.

3-1- Conditions for return of paid property in Egyptian law

"If the obligor pays in a position of faithfulness to the financial covenant, he may no longer seek the obligee to return the property as if he was not the owner at the time of payment, unless he establishes that the property is non-existent or licensed," according to Article 270 of the Civil Code. Without his permission to pay, the law was in his possession.

The main topic of this article is the financial that is paid as a payment, and the legislator has approved this article in order to avoid future confusion about the paid property and inconvenience to the obligee regarding money that was paid from another and belonged to someone else. The principle is that the money that is paid belongs to it, and the owner does not have the right to return it. However, the legislator establishes an exception to this rule in the second half of the article, which contains three circumstances, none of which are exceptions in and of themselves.

These three conditions are as follows:

- 1- The paid property is the property of others.
- 2- The property paid with a legal license is in his possession.
- 3- It does not have permission to pay.

"If the performer proves that the money he has played as an official was the property of another, he does not have the right to return the property of another and impose on it, but if he proves that the property he has been entitled to extradition with a legal permit, he does not have the right to return the property of another and impose on it." Because the concept of non-permission in payment comes from the owner of the property, the executor must prove it if he claims such permission, the final phrase of this article is superfluous and it is not essential to show it. Because the obligee cannot return his property notwithstanding a condition, the language of the legislation would be stated in a different form and individually, not collectively and with also if it was intended that the property may be returned with or without a condition. So these three requirements must all be met in order for the payer to get his property back.

Therefore, this article can be compared with Articles 265 and 267 of Civil Code.

According to Article 267 of the abovementioned legislation, the payer wants to pay and pays the property in the position of fulfillment; but, if the property belongs to another property, the payer may return it by adding the three requirements listed in Article 270 for reasons of covenant fulfillment.

However, under Article 265 of the Civil Code, if the payer does not want to pay and does not want the promise to be honored, he may reclaim his property by establishing that he was not in debt or otherwise committed. It establishes the property's ownership and liability to the receiver of the property; nevertheless, the recipient must offer a justification for his unwillingness to return the property to the payer and claim his right. To demonstrate it. "It seems that, according to Article 265 BC, providing property to another is not a statistic of the payer's obligation, since donating property might be as a loan, loan, gift, or by mistake, or even with the goal of payment." Unless further proof shows the existence of the debt or a special tradition justifies it, it is a debt, but it is not simply the payment of the debtor's debt. This viewpoint is supported by the article itself, which states that (payment appears in the absence of donation), but it should be noted that, in terms of the application of Articles 35 and 36 of the Civil Code, the recipient of the property as the owner does not need to provide proof of his entitlement, while the giver of the property must demonstrate his current ownership and entitlement to it. In addition to the possession as property, no further proof is necessary to show the possessor's ownership, and the giver must verify your present realization.

There is no such thing as an article in Egyptian law, but the meaning of Article 325's first paragraph, which declares that "payment is legal when the payer is the owner of what he has done, etc." is understood under that country's law. There is no proof that the payment was made in mistake or that it was paid from a different property. And when the payer has paid from his property, the payment is deemed right, and the fall of the obligation makes sense; otherwise, the payment will not find its real form.

3.2 Legal principles of third parties in Egyptian law

There are also provisions of three articles of Iranian law in Egyptian law addressing the beneficiaries of the obligation's subject matter, which I have referred to as follows.

Payment to the main person and his representative on condition of presenting receipt

According to Article 332 of the Egyptian Civil Code: "Payment should be given to the creditor or a representative of the creditor. Unless it is agreed that the payment be made to the creditor, the person who receives the payment issued by the creditor has the right to accept it." The article is similar to Article 271 of the Iranian Civil Code, although it differs from the Iranian article in two ways.

A. Egyptian legislator believes that the payment to the creditor and his representative is correct in the first stage, but that the obligor is recognized when the representative keeps the receipt and presents it to the debtor at the time of payment of the obligation.

B- Another argument that is evident in this article is that it was agreed that no one other than the creditor has the right to receive the subject of obligation.

Now, based on Article 10 of the Civil Code, it seems that the parties to the Iranian contract may implement the opinion of the Egyptian legislator in their agreements, despite the fact that they are not included in the legal documents. In actuality, many similar circumstances occur in society, and individuals postpone the execution of the problem of debt commitment and payment to receiving receipts and paying to the creditor in their contracts and responsibilities.

Payment to a non-principal subject to his approval

In light of the fact that payment to non-principals in Iran is only permitted with the debtor's consent, Article 333 of the Egyptian Civil Code states: "Payment to a person other than the creditor or his representative does not release the debtor from his obligation unless the creditor approves the payment or the payment is in his favor, in which case he will be released only to the extent of such benefit, unless the payment has been made in good faith to a person who has a levie, it is paid by non-principals, thus the concept is acceptable; nevertheless, the principle is incorrect under Egyptian law, according to the cited article, since it indicates that the obligation will not be removed until the creditor allows it. Of course, if the debtor can demonstrate goodwill and good faith, the legislature will regard payments made by people other than the principals as evidence of accuracy, which may be seen as a way to assist the debtor when the obligee is unavailable.

Conditions of non-liability of the obligor in non-receipt of the obligor

Considering that the Iranian law on religious performance and commitment has completed the issue and specified all the consequences and lack of access and receipt of the obligee in Article 273 of the Civil Code, the Egyptian legislator has aided the Egyptian people with more details and details, to the point where Article 334 of the Egyptian Civil Code only specifies how to notify the debtor as follows: "To prevent the payment of the debt."

4. Results

In the duty to the third act, the obligor, not the third party, is responsible for fulfilling the obligation. Because the owner has been transferred and he cannot legally obligate another person who is not a party to the contract to perform the obligation, the obligation to a third act has no special title in civil law; however, inferring from Article (234) of the Civil Code, this legal establishment has been mentioned regarding the condition of a third act. It's the equivalent of a landlord specifying in a lease that he would supply power or phone service to the renter within a specified time frame. With the reading of this article, commitment to a third act may take two various forms:

1- Creating an obligation on a third person under the guise of a commercial contract, the influence of which is subject to the original owner's authorization.

2- Creating an obligation on a third party under the guise of a commercial contract, when the obligation is not contingent on a third party's approval.

Performing a foreign act is an "obligation to the outcome" or "care through means" in the second hypothesis, not an effort to gain permission; and if the obligor promises the owner's approval to the buyer, the third party must do and commit to it.

A guarantee that commits to a third party may appear in three forms or assumptions:

First and foremost, the education guarantee permits. In the sense that the obligee receives the consent of a third party against the obligee, but the obligation is not guaranteed to be fulfilled. As a result, it is expected that if the obligor receives permission, the connection between the third party and the other contract party will be formed, but if he does not acquire permission, he will be required to complete the obligation agreed against the obligee.

Second, obtaining approval ensures that the requirement is fulfilled. In the sense that, in addition to receiving authorization, the obligor also assures the obligation's performance. In this case, he is also the guarantor of the main obligation being carried out in accordance with his obligation after obtaining permission. The obligor's and third-party are in conflict here, and the obligee can refer to either.

Third, gaining permission ensures that you will be compensated if a third party breaches a contract. In this instance, the obligor is exclusively responsible for paying for the harm produced by the third party's violation, and the obligor cannot be required to follow the concept of duty.

Some scholars believe that commitment to a third party is an exception to the norm of contract relativity, since it requires the obligor to impose an obligation on the third party, despite the fact that the third party is not a contract party. Some legal scholars believe that a commitment to a third party is not an exception to the principle of contract relativity; because a commitment to a third party creates two types of obligations: one is the main obligation between the obligor and the obligee, and the other is the obligation between the obligor and the third party, which has a new requirement from the obligor and another permission from It is the third party. As a result, the commitment to the third act follows the usual norms. The legal relationship, religion, demand, right seeker, right of content, guarantee of fulfillment of the subject of the obligation, certainty belonging to the subject of the obligation, variable of the obligor and the obligee, and not prohibited by law would have existed in order to create a commitment to a third party in general. Articles (10) and (234) of the Civil Code, on the other hand, provide that in order to generate an obligation, one should:

First, an obligation should be reached between the people who are obligated and the obligee. Second, in the existing commitment among the parties, the responsibility to the third party functions independently (the third party and the permission of the obligation is by the third party). Forcing someone to commit is not a good idea. When a third party agrees to the duty, it is obligated to the extent that it has agreed. Even if he shows his attempt, a single dedicated effort to acquire consent from a third party is insufficient. The obligor's responsibility ceases with the approval of the other third party, and the third party is responsible for fulfilling the obligation. He makes the threat in his own name, and his duty is not assumed in the name of a third person to whom a promise is made. As a result, he must perform his commitment to the obligee without the authorization of a third party. The legal character of the commitment to a third party is not one of the contract's major responsibilities. The obligor has no authority to refuse to perform the duty on the grounds that the third party has failed to do so, and the cancellation of the obligation to the third party does not render the original contract illegal. The contractual party does not guarantee the specified third party's present performance, but agrees to accept the stipulation's conditions. Because he is not a party to the contract, the third party to whom the obligation is made is free to allow or not to allow; as long as it does not obligate him to perform or not to perform at this time, the effect of the contract will not be waived for him, and this is in full compliance with the general rules of contracts. A third person has no responsibility to accept an obligation prior to permission, and no right to refuse permission will be established for him. A third party might agree with the obligee on the modification or delivery of the obligation to another person prior to permission. Permission is a legally binding document that must be signed by a competent person.

Permission granted by a third party is seen as acceptance of the obligor's invention. It will be necessary. This new contract is not the same as the one we made between the obligor and the obligee. The parties to the first contract are the obligee and the obligee, and the obligor and the third party are the parties to the second contract; the obligee in both the joint contract and the obligor and the third party are different in both contracts. The obligation is formed for the obligor in the first contract, while it is generated for the third party in the second contract. After being bound by the criteria of the second contract, the third party has no recourse to exercise the rejection of the first contract. When a third party is permitted, he expects to be bound by the agreement from the moment it is formed. As a result, granting a third party access to the past enables it to alter the past, but this influence is only effective between our contractors and the will that they generate. Allowing is self-acceptance as opposed to the previous criterion, and it is fair to begin the contract at the moment of permission. Because the duty may come from one of the contractors, the parties' intentions are particularly important when establishing the impact of the obligation on the parties. The permit takes effect when the initial commitment is needed, rather than when the new acceptance is given. Because he did not intervene in the fulfillment of the duty and was uninformed of its occurrence, if the third party does not accept the other obligation after completing the primary obligation, such an obligation has no executive assurance and he cannot be held liable to meet it.

The obligor remains accountable for the contract formed between him and the obligee after the third party has rejected the duty, and the obligation to the third party will not relieve him of his liability. If the obligor does not enter, he will not be held accountable. It may also happen if the duty is invalidated from the start for any reason. Because the third party is not a party to the contract, there is no link between the third party and the obligee as a consequence of the initial obligation. However, if the third party authorizes the obligation, the grantor is responsible for fulfilling it, and his relationship with the other parties to the contract is the same as it would be if the transaction were unmediated from the start. The obligor is required to get a third-approval. Parties allowing the duty is reserved solely for the third party, and the obligee has no option but to perform the obligation if the third party declines to join into the contract. The obligor cannot compel the creditor to accept enforcement if the obligor does not seek payment of the obligation in return for the third party. But, if he rejects it from the start, before accepting it, it's as if no obligation has ever been between him and the obligee, and therefore he won't be responsible to the obligee.

If the third party accepts the obligation but the obligor refuses to fulfill it, the third party has the right to sue the obligor for failure to fulfill the obligation, because after the formation of the obligation and the third party's acceptance, a right has been created for him directly to ask the obligee to carry it out independently. If the third party refuses the responsibility after accepting it, the lawmaker has granted an executive assurance. When a person other than a third party performs an obligation that is enforceable, the court provides the means to fulfill the condition; however, when the obligated person is effective in doing the work, the court imposes a special penalty for each day of delay, indirectly and financially inevitably fulfills the obligation, and when the obligation is in no way possible, the court imposes a special penalty. Otherwise, the other party will have the right to discontinue the transaction under Article (239) of the Civil Code. The legal connection that develops from the contract will be created and binding by completing an obligation between the contract's primary parties. The obligor fulfills his obligations, and if he is unable to get the authorization of the third party, he is responsible for the losses incurred. Of course, the obligor may guarantee the consent of a third party in the event that the obligee refuses. In this approach, it commits to obtaining the approval of the third party while committing to the transaction. Because the third party is not a contract party, there is no link between the obligee

and the third party as a consequence of the principal obligation. When a third party authorizes an obligation, he or she is the performer of the obligation or the authorizer, and his or her relationship to the other party to the contract is the same as if the deal were a direct contract from the start. A third party makes a referral and seeks reimbursement. When an obligor creates a legal connection in his own name, he is responsible to the third party for the responsibilities that arise from that relationship. Despite the fact that it has been confirmed to be a third-party account. If the contract is made in the name of a third party, however, the obligor is not liable for its performance unless he has agreed to get authorization from a third party or ensure the owner's compliance with the contract's conditions. Although Iran's civil law does not specifically address this issue, the social and economic realities, as well as the high volume of domestic and international transactions, necessitate the passage of separate legal provisions in the Islamic Consultative Assembly to eliminate any ambiguity in the parties' obligations to the person or persons outside the contract. When this crystal is made for the legislator, the necessity to approve a legal setup in this respect will be felt even more, as the explanation and explanation of such duties in society will lessen the disparities between the parties; Because, when the interlocutors hit a dead end in fulfilling their responsibilities, they ensure and stabilize the fulfillment of the primary duty by forcing the execution of one portion of the obligation on another by depending on the responsibility to the third party. In this manner, the obligor, who is sometimes incompetent or unable to meet the primary duty, improves its capacity to fulfill its responsibilities and obligations to the obligee with the assistance of a third party. It might be claimed that acknowledging this legal basis in society reduces the number of court proceedings that arise as a result of the obligor's failure to meet his or her commitments. Sponsorship, guarantee, and other forms of support will be found, and granting distinct credit for legal establishment would broaden the area of legal science and provide additional opportunities for contract fulfillment.

References

A) Persian References

Books:

- 1- Al-Sunnahi, Abdul Razzaq Ahmad; 2003, Al-Wasit Law Obligations in Explaining the Egyptian Civil Law; Translated by Mohammad Hossein Danesh Kia and Seyed Mehdi Dadmarzi; Volume One; Qom University Press; First Edition
- 2- Emami, Seyed Hassan; Civil Rights ; first volume; Islamic Publications; Tehran - Iran
- 3- AmiriGhaemMaghami, Abdolmajid; 1355, Law of Obligations; first volume; University of Tehran Press; second edition
- 4- Bojnourdi, Seyed Muhammad ibn Hassan Mousavi; 1401 AH, rules of jurisprudence; Volume II; Ascension Institute; Tehran - Iran; Third edition
- 5- BoroujerdiAbdo, Mohammad; 2001, Civil Law; Knowledge Treasure Publications; First Edition
- 6- Taghizadeh, Ebrahim and Hashemi, Seyed Ahmad Ali; 2012, Civil Liability (Compulsory Guarantee); Payame Noor Publications; First Edition;summer
- 7- Jorjani, Seyed Amir Abu Al-Fatah Hosseini; 1404 AH, TafsirShahi; Volume II; Navid Publications; Tehran - Iran; First.
- 8- JafariLangroudi, Mohammad Jafar; 2009, Legal Terminology; Knowledge Treasure Publications; Twenty-second edition
- 9- Shahidi, Mehdi; 2009, Civil Law (formation of contracts and obligations); first volume; Majd Publications; Seventh edition.
- 10- Shahidi, Mehdi, 1390, Civil Law (Fall of Obligations); Volume Five; Majd Publications; Sixth edition
- 11- Safaei, SeyedHossein and Rahimi, Habibollah; 2012, Civil Liability (Non-Contractual Requirements) SAMT Publications; Third edition
- 12- Taheri, Habibullah; 1418 AH, civil rights; Volume II; Islamic Publications Office affiliated with the Qom Seminary Teachers Association; second edition
- 13- Adl, Mustafa; 1331, Civil Law; Amir Kabir Press Institute; Fifth Edition
- 14-Qasemzadeh, SeyedMorteza; 2006, Principles of Contracts and Obligations; Justice Publications; second edition
- 15-Qasemzadeh, SeyedMorteza; 2008, Obligations and civil liability without a contract; Mizan Publications
- 16- Qanavati, Jalil and VahdatiShobiri, Seyed Hassan and Abdipour, Ebrahim; 2000, Contract Law in Imami Jurisprudence; first volume; SAMT Publications
- 17- Katozian, Naser; 2000, Civil Law (General Theory of Obligations); Justice Publications.
- 18- Katozian, Naser; 2004, Civil Law, General Rules of Contracts; Volume Four; Publishing Joint Stock Company in collaboration with BahmanBorna
- 19- Katozian, Naser; 2005, the period of certain contracts of civil law; first volume; Publishing Joint Stock Company
- 20- Katozian, Naser; 2006, Civil Law, General Rules of Contracts; first volume ; Publishing Joint Stock Company in collaboration with BahmanBorna
- 21- Katozian, Naser; 1386, a; Introduction to Law; Publishing Joint Stock Company; Fifty-fifth edition.

- 22- Katozian, Naser; 2007, b; Non-contractual obligations (usurpation and resignation); University of Tehran Press; Seventh edition.
- 23- Katozian, Naser; 2009, Civil Law in the Current Legal Order; Mizan Publications; Twenty-second edition.
- 24- MohagheghDamadizdi, SeyedMostafa; 1406 AH, rules of jurisprudence; Volume II; Islamic Sciences Publishing Center; Twelfth Edition.
- 25-Nouri, Mohammad Ali; 2001, French Civil Code; Knowledge Treasure Publications; First Edition
- 26-Nouri, Mohammad Ali; 2010, Egyptian Civil Law; Knowledge Treasure Publications; First Edition

Articles

- 1- Ahmadi, Mohammad Reza; 2009, Reflective article on the concept, principles and types of commitment; Legal and policy research; Number Twenty-six; spring and summer
- 2- AsghariAqamshahdi, Fakhreddin and Etghaei, Karim; Article Description of Article 265 of the Civil Code; Legal research; Number forty-six
- 3- Al-Sunuri, Abdul Razzaq Ahmad; 2002, translated by Mehdi Rashvand; Commitment article in Egyptian civil law; Sadegh Thought Magazine, No. 8 and 9; autumn and winter
- 4- Al-Sharif, Mohammad Mehdi; 1389, article on the rules governing the fulfillment of the obligation to do work or submit to action; Private law ; Seventh year; Number seventeen; autumn and winter
- 5- Ulfat, Nematullah; 2007, a reflective article on the principles and provisions of binding and binding in contracts; Law and Jurisprudence; Number twelve; Spring.
- 6- Bagheri, Ahmad; 1998, article on fulfilling the promise; Articles and Reviews; summer
- 7- Bagheri, Ahmad; 2002, article on time and place of payment; Journal of Mashhad Theology Faculty; Number Fifty-Five;
- 8- Javanmardi, Nahid; 2001, an article on the nature of fulfilling an obligation and examining its examples in Iranian law; Legal and policy research; Number four; spring and summer.
- 9- Darouei, Abbas Ali; 2009 Payment of another religion in the Iranian legal system; Law Quarterly Journal of the Faculty of Law and Political Science.
- 10- Derakhshani, Ali Akbar; 1346, the course of commitment; lawyers Association; Number one hundred and seven; February and March
- 11- Razani, Mohammad; 1999, A look at the current Egyptian civil law; Kanoon Magazine; No. 15; October and November
- 12- Saljuqi, Mahmoud; Article Indivisibility in Rights and Obligations; Journal of lawyersAssociation; Number one hundred and forty eight and one hundred and forty nine
- 13- Sadeghi, Mohsen; A Critique of the Causes of Obligations in Iranian Civil Law (with a comparative study); Kanoon Monthly; Forty-eighth year; Number Fifty-six; May and June 2005
- 14- Ghasemi, Mohsen; Article on the effects of performance in contractual obligations; Islamic education and law; Eighth year, number two; Fall and winter 2007
- 15- Yazdani, Alireza; 2011, Article on the division of sources of contractual and non-contractual obligations in Iranian and French law; Law Quarterly Journal of the Faculty of Law and Political Science; No. 2

B) Arabic References

- 1- Al-Fadl, Munther; 2006, the mediator in explaining the civil law; for printing Dar Al-Arras
- 2- Bakir, Saleh; Essay Characteristics of Commitment; Al-Azhar publication; twentieth volume; Rabi` al-Awal 1368 - No 3
- 3- Jazari, IbnAtheer, Mubarak bin Muhammad; Alnahayat fi QaribAlhadisvaAlasar; Third Edition Publications Ismailian Corporation; Qom - Iran; first publication
- 4- Rajai Rayan, Muhammad; Article The Commitment System in Ottoman Egypt (1520-1814); publication of historical studies; September 1992 - Numbers 43 and 44
- 5- Abdelbar, Muhammad Zaki; An article on the suspended contract in Islamic jurisprudence and in the Iraqi civil law and its equivalent in the Egyptian civil law; Bulletin of Law and Economics; the twenty-fifth year; March and June 1955 - Numbers 1 and 2
- 6- Civil law decisions; judicial bulletin; Third Year; Rabi` al-Awal 1394 - No 2