

Investigating the Jurisprudence and Legal Analysis of Deception Role in Contracts

Parvaneh Zarei¹ & Seyed Mohammad Moosavi Bojnoordi¹

¹ Islamic Azad University of Tehran, Iran

Correspondence: Parvaneh Zarei, Islamic Azad University of Tehran, Iran. E-mail: moosa.azami@yahoo.com

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Abstract

Contracts usually comes from agreement to those who are in harmony with the will and desires and in this economic interaction each party seeks to obtain his profits and interests and another forced or convinced to go with it. This way finally results in justice between the parties and hence the agreement as the best and most equitable means of exchange of goods and the distribution of wealth are established between two sides. However sometimes parties will not form in the open environment but a deception in the atmosphere caused by the use of deception and fraudulent practices methods to impose their will and the other party forced to the contract know that the fact is not refused to accept, or at least accept it with such situations. To condemn such behavior it is not enough that can only be committed morally to blame because the use of deception means to hide the faulty product which may cheated person bear the material or spiritual losses. Since jurisprudence knowledge is responsible for the expression of practical laws and ordinances principles and to deal with problems arising from fraudulent contract. Dealings in public life offer religious and legal solutions and this is not possible except with great scientific efforts in the field of jurisprudence. Deceiver responsibility is examples of un-arbitrary civil liability. Scholars have analyzed the deceiver's liability and responsibility in detail to rule deceiver (Deceit) has been invoked. So that wherever deceit and pride to be true in taking responsibility for the spiritual and material elements no deceiver can be cited and compensation that pride has suffered through fraud and deceit pride demanded. Once a deceiver can be no liability for (Deceit) and the following conditions must be present:

1) beguiling act 2) prejudicing 3) sedative's knowledge and seduced unknowing 4) element of deception 5) deceived dissatisfaction

Keywords: deceiver, deception, deceived, rule, responsibilities, beguiling

1. Introduction

An era in which we live is the age of seconds and at any moment the world is evolving. Scientific and technological development and flourishing of the arts despite human life is easy and certain complex and difficulties in social relationships people have created. In the meantime, the jurisprudence should be developed and expanded to respond the problems and current issues, in line with the growth and development of science and technology. One of the most important and recent problem that gripped the community is claims for civil liability that leads to variation in the rights. The emergence of civil liability rules is one example of deceiver's responsibility. This is a rational base that everyone is responsible for their actions and held accountable for actions that humans sometimes do under his will. Result of his will and the effect of that responsibility (contract) or (contractual) may also apply and sometimes humans do actions that they are not as a result of the will of man but because of the work achievements is the responsibility of (coercive) or (requiring out-of-contract) and both of them as a liability (civil) are examined. Of course, some of the responsibility also to use of property or other action are obtained. Today one of the responsibilities will be discussed, that arise is liability arising from the deception, which will be included in a civil liability. Since Iranian law, especially civil law is inspired by the jurisprudents (which can be seen in most civil law) and according to Article 167 of the constitution jurisprudence as the main source of this paper, is taken into consideration. As a result, views and opinions of jurists is a vital. In this paper, Shiite jurist's comments about the deceiver's responsibility under the rule of the (Deceit) have been analyzed. The study of differences between the misrepresentation and identify similarities and differences of pride or share them, especially with misrepresentation, was necessary. It also acquired sentence of rule (Deceit) is also taken into consideration. This study deals with analysis of jurisprudence and legal role of deception in the

contract. Also the acquired sentence of rule (Deceit) is taken into consideration. Review of both material and spiritual elements of deceiver's responsible in the following conditions are examined each of the outcomes of this paper. This study deals with jurisprudence and legal analysis of deception role in the contract.

2. Deceiver's Responsibility Elements in the Iranian Law

In Iran's law cannot be discussed independently of sedative's responsibility but it can be looked at elements of civil liability as we mentioned earlier, the sedative's responsibility is un-arbitrary civil liability and lawyers have raised some instances of civil liability.

Lawyers for the realization of civil liability have proposed elements that we should search sedative's responsibility among them these elements include: a) existence of losses, b) commit an unlawful action, c) a causal relationship. The liability principle and met sedative's liability already talked about among sedative's liability scholars there are two views. One of them is the research element of sedative's liability just know from deceive and harm the common sense do not know and even where the benefits are deceived to see his right. In contrast, some scholars guarantee the realization of sedative's liability loss means a condition commonly known sedative's liability and where the same deceived satisfaction for the benefit of losses due to non-arrival. One of the pillars of civil liability is loss and to realize liability loss should be entered. Lawyers in deception liability knew prejudicing the basis of sedative's liability. For the purpose of the rules of civil liability is to compensate for losses. The time comes to harm to apply compensation through civil liability.

3. The Concept of Loss in the Iranian Law

In Iranian law losses and its varieties in some of articles listed but there is no definition in the law, however, the law does not work that details the overall review and other issues like the concept of loss has not been investigated. Article 171 raises moral and material losses constitution without a loss to explain the concept. The article 1 Q.M.M after mentioning the material and spiritual sense of loss provides: (Anyone without a license intentionally or by negligence to life or health or property or freedom or dignity and business or reputation or any other right under the law to harm people created a wave from financial losses and other intellectual be liable for damages arising from its own act).

Article 501 A.D.M devoted to financial loss. Of course in other articles of this law (A.D.M) to assess the cost and damage dealt, but the term is not explicit as material losses 504 503 502. Article 728 A.D.M have offered definitions on the concept of losses, including losses defines the vertical position: (Difference between current assets and property damaged to assume non-occurrence of adverse action). It has been said that the contribution: (wherever there is a defect in the property or loss of certain benefits or health, damage a person's dignity and feelings, it said loss is incurred). But this definition is inspired by Article Q.M.M and Article 728 Q.A.D.M. In Iranian law is divided into two categories: (a) financial loss (b) spiritual loss in the article Q.M.M this twofold explicitly expressed.

4. Financial Losses

In Iranian law, there is no definition of financial or moral losses but rather some of the examples they expressed. But the financial losses defined and objective legal experts have noted as well. And some definition says: (reduction or loss in the positive figure or increase in negative figure called financial losses).

Sanhori in the definition of financial losses says: (financial losses are disruption of financial interests). It also claims that: (material loss is financial and physical loss).

4.1 A Variety of Financial Losses

- From articles 328 and 331 G.M can be known as an example of waste material damage property or cause defects in the property.
- Depreciation of property value and the loss of its taxes.
- Loss of intellectual property such as damage to reputation, brand and industrial symbols.
- The loss of property interests.
- Loss of health or life and loss and costs arising from it, such as the cost of treatment and disability.

4.2 Spiritual Loss

The law has raised only some examples of spiritual harm that can be Q.M.M Article 8 and Article 10 Q.M.M. cited. In Article 8 Q.M.M loss (dignity) and (credit) is mentioned in Article 10 Q.M.M. (Deduct personal and family prestige) led to the losses. Lawyers in the definition of losses have said that material detriment to the interests of the emotional and spiritual harm that non-financial damage.

4.3 Intellectual Loss

- Deduct personal and family dignity of Articles 8 and 10 Q.M.M is concluded.
- Feeling physical pain and mental suffering
- Loss of freedom
- Harm or loss to deduct personal and dignity that he enters one

Article 9 Q.M.M losses incurred by girl both material and spiritual - As a result of threats or deceit or abuse of under the being entered is demandable.

Since the rule (Deceit) is an example of a civil liability should be one of the pillars of prejudicing because prejudicing is the main pillars of civil liability is enforced. Legal liability of the vendor to the buyer ignorant assumption that money is wasted because result of deceit.

Also under article 318 G.M sedatives did not accept the right to be deceived and have said: (When the arrogant usurper trick or deceive others appear to have been eaten and the deceit owner of the client, he is the deceived possessor is not entitled to the property in iodine though he is dead).

The above statement clearly implies that the sedative's documentary against deceived liability called rule (Deceit). Lawyers also the origin of the 1036 G.M - in the elimination amendment of Civil Code became 8/10/61 rule (Deceit) and losses recognized through rule (Deceit) know redeemable. Groom remove this material without due legal scholar and legal knows demandable.

Mohaghegh Damad removes this material without due legal and knows demandable. Some lawyer's damages to their relatives and friends disrupting the marriage can be demandable without cause demand.

Ayatollah Motahari addition to the rule (Deceit) documented it rule (causality) knows and states: (as well as in civil law, causality is one of the known causes of coercive liability and Article 332, which is related to causality can also be used in such cases the offending party liability).

Kutozian losses related to material losses unknowingly disrupting specific candidate but also the moral damage caused by the failure of the mental and emotional harm comes, is demandable.

Article 9 Q.M.M in this case provides: (a girl who acts or threats tricks under the present or the abuse of illicit sexual intercourse can be made in addition to material losses make demands spiritual losses). Some of the lawyers know sedative's responsibility as base for Article 1036 G.M rule (causality). Kutozian know elsewhere damage base on the abuse of the truth.

It is true that financial losses are not spiritual losses, but as mentioned, the purpose of the rules of civil liability compensate loss and one of damage and spiritual harm that comes suffered financial losses should be compensated. Does ratable material detriment, such as material loss of can change into money or not? Lawyers answered are negative but it should be noted that in financial losses, cannot be resolved with money and the purpose of civil liability and compensation not remove it. The purpose of the compensation is affected by equations provided;

A device that can satisfy him and replace lost property within range of a device that makes it more tolerable.

5. Illegal Acts

One of the conditions for civil liability law is that acts issued must be illegal. But the meaning of illegitimacy is not a religious act contrary to morals or public order, even if they do not whether legal rights of all kinds of resources, morality, public order and the convention will also be included? Article Q.M.M is practical illegitimate act knows that (without a license). As we have said the law is just one of the sources of law, morality, public order and certain customs and habits are also among the sources of law. Sometimes the law does not know anything permissible but ethics knows it permissible and sometimes the law enforcement people's rights may be limited by moral imperatives.

Public order and customs and habits are also responsible sources. In Jurisprudence of the Rule (Deceit) accepted and based on that whenever someone else to trick after trick against him due to toggle deceit and sedative is contrary to Sharia law and deceiving an illegal act is committed against the arrogant will be responsible. Illegal acts can be justified pointed to disturb the marriage without cause and as noted experts to remove the material without permission even know why Sharia and jurisprudence. It can also be noted that the acts of deceit and sedative in illicit deals are because the sedative's responsibility for deceit against deceived. It is worth noting that in some cases may be unlawful act but doing it the responsibility shall be guilty of such an emergency, duress, and self-defense and so on. If the deceased's distress emergency realizes it, he would not be responsible or

abominable act issued after the conditions reluctant to commit unlawful action, or who have no criminal liability against the property, body and reputation to defend themselves against assaults to fulfill the conditions has no obligation.

Investigating the Civil Code can be said that in some cases do not intend to fulfill responsibilities but the mere act of adultery, which is a disadvantage, it is sufficient to fulfill the responsibility of another person's property and cause the waste, such as waste and so on. But in some cases, for example when someone else's intent to deliberately inflict loss or damage, the result should be a plan for this kind of statistics can help and the current issue is typically caused injurious to others with intent to harm, he said.

6. Causal Relationship

As one of the other conditions un-arbitrary civil liability and causal relationship is established. The causal relationship in law jurists have said that there are two views that some causal link is known between the acts of fraud prejudicing, and some causal relationship is known between the act of deceit and action arrogant. Last comment was preferred because the first rule-based theory (causality). The rules of civil liability causal relationship must be established between the verb and losses. Sedative's responsibility against deceived example of a civil liability and the causal relationship between the act of fraud and prejudicing the sedative's responsibility established. Lawyers know causality relationship between sedative's theory and practice deceit, and in a causal relation between the act of fraud and prejudicing. Kutozian said about the intention and the intention of the sedative, in any act that causes harm to others and deceived, sedative in arguing that the guarantor knows: 'because the secular relationship between his work and the injured party is deceived'.

The author also implicated in the matter and expresses their fault: (If fault to be attributed deceiver, deception is realized though that he has no intent to deceive and is not aware of the truth. It establishes a causal link between the acts of temptation as arrogant and deluded enough.

But when blame cannot be attributed to deceive it is not be realized, or is ignorant to the truth or the world). However this time, it is certain that the concept of fault on our, because the concept of fault among lawyers dispute the other hand. This view is based on the acceptance of the theory of fault while the theory is based on risk, not a fault condition and some also accept the theory of risk. The theory of fault and the risk of the evidence base (Deceit) are different. It seems that those who causal relationship between deception and prejudicing tend to know the rule (causality). Article 728 A.D.M will hurt demand knows that (immediate) and provides: (In the above article if the court ruled that the claim for damage compensation deceived has suffered loss and the loss of immediate or delayed due to lack of commitment or lack of submission has been sentenced). Emami in sedative's responsibility distances between positive and negative verb. If beguiling is positive among intermediaries and immediately being not distinguishes but beguiling in practice is not sedative's responsibility when he knows that deceived the lack of immediate action be originated.

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