

# EXAMPLES OF REALIZATION OF THE UNITY OF OBLIGATION AND SEEK TO TRANSFER INDEBTED PERSON

Fatemeh Jahandideh and Seyyed Hosein Sadat Hoseini\*

Department of Law, Damghan branch, Islamic Azad University, Damghan, Iran

\*Corresponding Author: Email: h\_sadat99@yahoo.com

*ABSTRACT: Obligation is a legal relationship whereby a person is committed to working against committed against his obligation and is legally required to do so. Always fall and decline do not accept liability through play. Some obligations fall due to other causes, such as ownership goes from what receivables. The purpose of this paper is to examine the instances that occurred about what receivables ownership.*

Keywords: *ownership, obligation, obligation unity, dedication, commitment crash*

## 1. INTRODUCTION

Fall or decline commitment cause in obligation of the union is that problem as a dedicated and committed against a person owes to the commitment that has been accumulated thereon. So the owner of this act, which is what the owner of his obligation. Therefore, given that the person responsible for its obligations may be religious commitment or objective. In this paper an attempt has been made to examine the evidence to be relieved of the obligations which the Union is dedicated obligation as well as a discussion of the investigation of ownership. About which one of them, what receivables occurred and aborting an individual commitment. It is noteworthy that the property is what receivables due to the nature of the person who owes part of voluntary corporate events vital role in achieving this result. The acceptance and consent of the debtor in property all the basics of what receivables is examined separately. Also, given that the property in order to perform what receivables in terms of religion, thus this effect, however, is that referred to their other works.

### Terms of ownership and obligation

#### Ownership in word

Ownership literally means "Heyzat and dominates gouging and in their possession and it is the domination of wealth [1].The term ownership and domination can be called interchangeably, although it should be noted that property rights are valid as long as it does not interfere with regular interruptions, because here is the prevailing rule. The property is about what receivables, this rule is important and when the ownership of the debtor researcher and would absolve the commitment he is the deal does not make it right with the rights of others and the damage it does to them.

#### Property in legal and juridical terms

In terms of ownership as follows: "The ratio between the owner and the Mamluk or owner of Mamluk dominance or a special bond that is the source of the monarchy and other words surrounding the validity of the Mamluk owner "(ibid.), and another that can be defined as: "Ownership is a right of permanent whereby a person can about the rules, to allocate financial and took advantage of all the benefits [2]Finally, "Intellectual property is the property and assign it to fruition" [3] "The rule of law is also known as the law of property and the legal ownership of the terms used, it is

said that home ownership, ownership of the stone, few of ownership, etc. As a result, "the domination of one's own property and other possessions without permission is prohibited and allowed himself to be so powerful that the emphasis is not only on the deals, but in discussing worship» [4].

#### Studying term use of property by type

Sometimes a person under the domination and control of their finances, and that can prevent others from taking advantage of it, the ownership of private property, which has been called a huge role in human societies. Notably, "private ownership of property, movable or immovable property vested in the means of production, etc., and portability is the obvious effects of private property" [3] The opposite of this type of property, is public property that the right of ownership applied to the property that all persons are equally entitled to exploit and use it. So it was mentioned realize ownership of what receivables of private property is the ability to transfer this property to others. In the case of non-fulfillment of the cause of public ownership, it is said that a person may damage to public property for which the property is put on the commitment of its obligation, however, because they belong to a particular person is property to transfer it to another union does not fulfill the obligation of here.

#### Classified on the basis of tangible or intangible right

Division of property, material and immaterial, because of the relationship that exists between ownership and property. When the subject property, the property is tangible, material, financial or foreign same property to the property of the material is attained. Sometimes a person to find the right property matters The leak comes from creativity and ingenuity of the human mind and the right type of person that "intellectual property rights and is separable Into two parts, industrial property and literary arts "[5]Thus, the law gives the right type of property is important. Given that such matters are not palpable and no external features, but also their economic value, such as material properties and the calendar to money Cause to property, intellectual property and immaterial. The description and clarification of the meaning of words come to the conclusion that property ownership is achieved what receivables among the properties of the material, because no one, no obligation Immaterial rights to do than others. For example, it is not

possible, the personal obligation in the Bob wrote a book to be registered with the proviso the other characters.

### **Studying obligation term obligation in word**

Several meanings for the term obligation can be visited in "The term is used in the sense of commitment in the field of civil rights, religion and the law means the dhimmi's covenant people of the covenant Why are women and children, husband and father of dhimmitude consequently have subordinated obligation Have

And the father and the husband's obligation «obligation to overcome" their name, the native land of the Muslims in order to overcome the obligation, to buy or pay certain obligations were imposed on them. In Persian, the word is used instead of the term obligation neck "[4] The term has several meanings obligation to be considered, "the term used in the sense of commitment in the field of civil rights, religion and the law does not promise and obligation to the people of the covenant people have said that children and women from obligation to consequent obligation of the husband and father have subordinated

### **Obligation in terms**

«Obligation legal term and it is obliged to do it, and the necessity of a warrant is not required to prove that the obligation. So children, fools do not obligation, except in cases of loss of property of others so "[6] Obligation is the obligation of the famous old terminology that is used in many civil law jurisprudence. Obligation in recent centuries in Islamic Jurisprudence, It's often the case that commitment to the issue, but not foreign, but whether it was old and includes a commitment by the subject, but it was foreign. Article 318 of the Civil Code is assumed (which is synonymous obligation) is used in the same sense of commitment from the usurper, while foreign "[7] The term is generally used in the sense of obligation to the rights and obligations of all is that regardless of their subject.

### **Obligation union to seek elaboration and transmission**

#### **Obligation union in terms of the views of jurists**

Legislation in civil law definition that encompasses all aspects of this is due to be paid. Article 300 of the Civil Code, but only briefly mention a substance that has an obligation what receivables. In the area of civil rights because these species have been described. "Whenever the creditor and the debtor is an individual rather than a collective commitment to the implementation of that commitment is impossible and pointless and lose their meaning. Since one can take your creditor or something [2] This definition implies that it makes no sense to pay someone in the world who are committed to carrying out the commitment to his own behalf and is legally the right does not apply, as well as to the writer, to this an obligation what receivables can be said to dominate a person's obligation to those who have been engaged and are required to fulfill the command of the obligation, the union that is the pillar of commitment (Committed against, Committed him) on the alliance due to the agreement and

the parties will, or intestate deceased person, indebted, is in favor of the debtor.

### **Ownership what receivables from the perspective of Jurists**

Union discussed in religious books in an independent obligation secured by the property is what receivables are not discussed in the jurisprudence relating and pillars are forming this relationship is examined, the Union of Jurists in his obligation to these states:

This refers to the ownership of what receivables The origin that occur each cause Absolve obligation is the obligation of the person, because acquiring the property is also another kind of jurists permitted to capture what the obligation Is set to be approved Implicitly refers What receivables property [8]

### **Basis and essence of obligation unity**

#### **Fulfill the obligation unity on alliance agreement**

Ownership what receivables derived from the voluntary agreement of the parties will take place, including the landmark legislation that would seek a transfer to indebted, thanks to strong-willed and generally if the commitment of the parties to overthrow the transfer to the commitment on the . Because the other side is a need to acquire every owned.

### **fulfill the obligation alliance based on the origin of enforced**

"Death is what receivables originated enforcement of property and, consequently, falling between the heir and the testator existing commitments" [9] Provided that in the first stage, the heir must be in accordance with Article 242 of the Law on non-litigious Bequest to the explicit or implicit acceptance or if he died without an heir before accepting or rejecting wand, his heirs act according to Article 245 of the non-litigious matters do. In addition to the commitment to bring the heir, he accepted it, is the property of the testator have to waste his debts, the debts of the deceased have enough, and otherwise the obligation to be a clean is not imported. Sometimes the person is fully committed to the cause of forcibly aborting what receivables owned by or beholden to partially due to the heir's inheritance, occurs leaving the action.

### **reviews inheritance and its impact on the realization of the unity of obligation**

Inheritance, literally means "leave and remain the property of the deceased or the dead of inherited property [10] Thus, the nature and circumstances of the deceased's property after his death is a remarkable thing," as long as the person is alive There are assets, all financial benefits attributed to him and his personality that outshines everything but the assignment and domination by the owner's death is destroyed, and thus, the remaining assets shall be transferred to another [2] In connection with the bequest after the death of the deceased to whom it belongs, legal opinion in this case is divided into two modes that are mentioned below:

First case: After death, the assets, the new legal entity.

Second case: leave until treatment is still considered part of the deceased's assets.

Although the difference between the lawyers in the legal entity left with the study and treatment of the Civil Code relating to inherit the deceased's debts and non-litigious matters of law, which, in the referred, of the legal entity agree with twig citing evidence is sufficient. Articles 225 and 226 of non-litigious matters, articulated that the heirs of the deceased ESTATE, liabilities or obligations of the testator to play and because they are not required wand has an independent legal personality of the heir of property of the personal d take payment dues. In addition to the provisions of the Civil Code in the non-litigious matters of inheritance that represents the legal entity's property or assets of the testator. Among these materials, Article 867 of the Civil Code that person's property after death, he knows he belongs to the heirs. Also, that article 868 of the Civil Code article before considered complete, because the material is removed from the case referred to this as the beginning that has left debts of the deceased is removed and then if the property of the deceased, indebted is the property of the heirs of this waste is, in other words, until the left and purification of his remaining debts of the deceased's property to the heirs is an independent legal entity. As well Clearance obligation to act in accordance with Article 291 of the Civil Code deems appropriate. While recognizing the right and duty of the living and the dead, meaning that no religion has been Clearance. So apart from the Clearance, religion imposed on the left and the man himself ask maintains that the word "quit" What sign can be a religion? And the mass of the property or abstract character on a set of rights and obligations that the legislature is presumed dead [2] Due to the above mentioned, "Leave the dead before the payment of the debts which it belongs, has legal personality, and after payment of the debts of the heirs of property due to leave is based" [11]

#### **Obligation union in default or owe indebted heir**

So after paying the debts of the deceased's property to the heirs settled, so if the heirs inherit the debts of the testator, this is where it is said: "Whenever a person than the creditor is a religion too debtor "(Bagheri, 2003: 288) the obligation owed erased.

#### **First assumption: the realization of the unity of the obligation owed to the heir**

According to Article 300 of the Civil Code is presumed to owe heir. If you leave your heirs in accordance with Article 248 of the non-litigious matters, the commitment to the testator with respect to the circumstances referred to disappear. Thus, "the assumption of debt heir, because after the death of the testator, leaving with their claims to be the heir, heir of the testator, on behalf of itself, its creditor and the genuineness of the debt and the debt he or aborting the execution stops." [2]

However, different states pledge to fall, there is the following are mentioned:

A) the property of the deceased in accordance with Article 225 of the Act to the extent that non-litigious matters, daily expenses and debts of his burial, and in addition, some of his property, after payment of debts and abandon the testator, remain the property of the heirs than the property is located. As a result, "Whenever a son, heir to his father's unique, all what receivables shall become effective ownership and commitment to the cause, if not the sole heir, the obligation to respect his father's inheritance Azamval he will be overthrown" [9]

B) It is assumed that the deceased's assets and liabilities in excess of the cost of the coffin and bury No, heir to the testator's debts to pay and the obligation to be void.

#### **Second: Failure to fulfill the obligation of unity in the face of indebted heir**

In the fall of commitment, a group of lawyers with a false impression, and compliance with French law, according to their arguments, realizing what receivables owned by the heirs of the indebted appears to be correct, is accepted.

One reason is that the group of experts, "the transfer of leave to heirs, nevertheless indebted and grateful to the community realized heir and the heir of a debtor or creditor is not logically distinguish between cases. Section 248 of non-litigious matters referred to in this regard, and in this article suggest that the heirs if they agreed to leave, the testator's debts are his deputy, the heir of the testator's creditor, after his death because of the debts of the deceased to his left, as indeed indebted and grateful to find a religion that caused the collapse of religion » [12] Based on the opinions of a group of professors who realize what receivables owned by the heirs of the indebted extend, it should be noted that because they thought wrong, wrong interpretation of the content of Article 248 of the Law on non-litigious and non-litigious matters and thus Substances Act There are expressing civil legal personality left out in previous discussions, it was examined. The result is never responsible for the debts of the testator's heir is not leading to the unification of certain obligation "of Sunni Islamic Jurisprudence and the ability to pay and demand a commitment on the obligation is dead, and the comments the fatwas stressed the diversity of the expressed [13] In other words, this law stated that "despite the employment obligation Go to suffer, will not inherit the Earth. After all, they must first be spent to reject oppression Here is the order of oppression and the debt is owed to the deceased;

#### **Fulfill the obligation Union Based on the origin of voluntary - coercive**

An example of realization of what receivables as voluntary - Force is created, the person who died intestate (that the creditor has a legatee) is.

Alliance with the obligation that the testator's will occur, it is noteworthy that the term "testator died intestate and, in some cases, between him and recommended him Commitment and will be available, but the origin of the left, to the voluntary character - Enforcement of property which makes what receivables commitment, between the relative contribution will be overthrown [9]

### **Terms of domination on the obligation**

#### **Unity of both the creditor and the debtor in the person owes the sum of these two descriptions of the property**

"1. The union description of the creditor and the debtor is an individual, 2. The sum of the description of an asset

All authors have found that the first condition to the second condition is the complement of the first condition [2] Notably, for the first condition (the two descriptions of a person) what receivables arise ownership, thanks to the realization of each of the foundations of this cause (voluntary, coercive, voluntary- force) on the basis of 898, 827 and 242 of the Civil Code non-litigious matters of law is essential.

#### **Acquisition of property and penetrating of acquiring the property from the owner**

A) The property must have the ability to acquire another. Thus, "to obtain ownership what receivables, it is necessary to ask, is not arrested, and another to prove otherwise, it will prevent the collapse of the property what receivables" [9]

B) Realize what receivables property if it is right that belongs to the donor. For example, when the number of creditors of one religion and one of the two people are indebted, the debt owed to acquire it without further permission, and only over the decision is considered a practical pry he, and the researcher requestan what receivables Other demanded the enforcement creditor becomes indebted to acquire. Otherwise, the obligation remains indebted to the rest of the church.

C) The owner shall not be prohibited from interfering with the property. Thus, according to Article 796 of the Civil Code, indebted as donor seeking to transfer to the debtor must have the legal capacity, in other words, a situation that should a person gift or transfer of to another, capture or capacity, as regards the possession and enjoyment of the rights of any person having capacity, the legislative group of persons according to their interest, in accordance with Article 1207 of the Civil Code, a lien on the property deprived of. If these people acquire their faith to others, solidarity obligation not possible due to lack of capacity indebted.

As a result, the realization of what receivables ownership of religious and non-Rashid, who is indebted to a minor point is invalid. Other examples of non-fulfillment of what receivables owned by the lack of qualification advocated the indebted, the bankrupt businessman is in accordance with Article 418 of the Commercial Code of intervention in monetary affairs is prohibited.

This is another example of the power of forgiveness property is incapacitated to others, because the gem "and executor but also a Director and Officer are not insolvent property owner" [2] due to a subtle point here Article 254 of the Civil Code indebted noteworthy that even after the death ward's guardian, the heir of all his property, especially seeking the donation had already owes it. As a result of action taken by him is incorrect and needs to be confirmed by the mere possession of this religion led her

back is because the influence of multilateral engagement on gift of religion or not beholden.

#### **Studying union instances obligation**

#### **Union indebted and owe a debt and its impact on transfer of business documents**

If the "external manifestation of religion, proof that the exporter against any holder Committed to And the possibility that the transferee, thanks, keep it up and put back into the flow of trade [2] For example, functional contract, signed between the two is correct. The buyer after delivery of the sales transaction, a Czech counts due to its debt to the seller until the period specified in it, the transaction shall be taken to ensure the most, the Czech by someone pm Is written. If you are indebted, indebted to ask or draft, to realize what receivables and the fall of the commitment of their property are examined in the following are mentioned:

A. The item indebted, commercial document which i paid her lips He is grateful for the gift of the result His ownership leads to what receivables A person is indebted to the generosity, the owner is a document that has already been transferred to the obligation under Article 717 of the Civil Code here, commitment pm Clean obligation owed by the original draft of aborting.

B. Sometimes indebted, this document is transferred to the endorser. In this case indebted commitment to endorse the deal is lost, but the impression is that the article 712 of the Civil Code, because the acquisition of the order is paid, the guarantor cannot see the principal debtor.

Other examples of business documents with the consent of the parties to the agreement and the acquisition owe, you could be cited. With the excuse that "you are the owner of the property at maturity find what receivables and liabilities are clean" [14] The drawee of the indebted and grateful to have in your collection and obligation of the Union is eroded.

#### **Transport demand in other instances**

It is noted that "what receivables ownership of words used in the civil law, it may be concluded that the crash commitment to religious rights nor rights under the law objectively objective may be to overthrow this way, For example, if an owner of real property for which funding is available, then that person neighboring property owner, neighbors, in this case right away, because no one can be on your right and In other words, the self is the kingdom" Also, in other words "the obligations and rights of ownership and aborting what receivables are limited to the same general rights and obligations but also the rights and obligations to the same external, such as landlord and tenant law, which is the home to what receivables due to the property will be void. What receivables may be an obligation, contractual or legal obligation is an obligation, as a commitment undertaken by the testator's heir is a waste of money [9]

Sometimes the subject of an involuntary commitment to the realization of what receivables owned by aborting the current may be carried out in the obligation is owed. For

example, watering the garden or planted, an overhaul of the house is the responsibility of the tenant. Given that this is the rateable valuation of the money and the person can perform these acts to be committed against another.

The justification for this view is provided by Article 238 of the Civil Code, according to which, if they do not act by the person committing the act force one to do it, cannot. So it is to spend committed by an act done because the provided courts of the end of this article refers to the actual economic value that a person has committed over

In some other cases, the obligation may be determined in accordance with Article 771 of the Civil Code is to hypothecate the same as when the person is given the same mortgagor to the mortgagee goes through to another person, in this case the mortgagee may be in agreement with the mortgagor, have the same rights for him, and led to a property in order to fulfill that commitment is what receivables.

### **Studying effects of obligation of the Union's commitment to collapse**

#### **Effect of fulfill the obligation alliance committed to the overthrow of the commitment**

Union demands transition obligation and cause the collapse of commitment and faith from the void and the legal effect, destroys the burden of the obligation. This is because a person cannot be both a religion than as a creditor and a debtor to collect himself.

6-2 Effect of union obligation to third parties involved in the commitment

6-2-1 Effect of seeking transfer indebted to guarantee the contract of guarantee

Sometimes in commitment, in addition to the main owe other people in the chain, responsible and committed. This practice is called a guarantee, warranty, guaranty or in the contract is concluded in accordance with Article 688 of the Civil Code, in which case obligation contents to it, erased and replaced it obligation busy guarantee that this type of warranty quote obligation they say. So in conclusion liability if indebted seeking to ensure transfer ensures that the owner of obligation has been. So according to this property what receivables "In order to fulfill its commitment [9]thus guarantee be after the transfer, in accordance with Article 709 of the Civil Code to content to it.

6-2-2 Effect of seeking transfer indebted to guarantee the guarantee of the transverse and longitudinal solidarity

In this type of guarantee (solidarity clause) "with the theme of it, and all have a common responsibility to guarantee the creditor, the relationship between them are not all in a row, the original debtor and guarantor is responsible for the content of the faith and pay collar vs of it. As a result, whenever a creditor of its content, ask yourself whether he can refer to other surety [2] Guarantee of partnerships, is divided into two longitudinal and lateral branches. In other words, the classification in terms of how to refer to each other guarantors, and have no the relationship between the creditor and the guarantor.

### **A- Solidarity transverse**

In the case of cross solidarity with each other in relation toggle see that religion has been transferred to him by the Union or its obligation to make the payment, due to the contribution that each of the guarantors to the theme Les been undertaken, for example, the three guarantor against indebted guarantee commitment and contribution of each of them have a third assumption is, if one of the guarantors in accordance with Article 712 of the Civil Code heir to content To their own realization of what receivables due to be considered. The assumption here is that the heir, the sole heir of the testator or debt obligation, or if the property has been in excess of the liabilities. So in this case due to the realization of what receivables securitization his property has been removed and given that what receivables in order to fulfill an obligation, the guarantor can inherit or to any of the guarantors or the other according to their contribution to refer to beginning to see the original debtor and the quest to catch him. Sometimes the relationship between the sponsor and the content of the partnership there is, in other words, to guarantee the payment of debt to its content, can only refer the content on its own. We conclude from the above that the guarantor in this case, the religion to content It's the only recourse is to subject themselves to it, but if he is guaranteed under Article 712 of the Civil Code, through inheritance, he is entitled to recover, as the theme of his testator crushed, refer to each of them.

### **B- Longitudinal solidarity**

In relation to this kind of solidarity, it is noteworthy that if the guarantor if realized what receivables inherit property in their own content if the heir, heir is limited, due to the obligation of unity and ambition that he was transferred to the ownership of what receivables is the obligation of the guarantor, and thus aborting the type of warranty with respect to the ownership of what receivables in order to fulfill the obligation, the guarantor may be in accordance with Article 712 of the Civil Code or beholden to any one of the main guarantors refer to the total size. Therefore, if the heir, heir not only guarantees him contribution to the value of the property is cleared and he realized what receivables and about to ask the rest of the heir's inheritance, is retained.

The point to be noted here is that when the Union can guarantee obligation by virtue of Article 712 of the Civil Code refer to the principal debtor in the contract of guarantee, thanks to the guarantor of the guarantee is permission. Otherwise, by virtue of Article 720 of the Civil Code guarantee act like someone who has done work for free for someone else, we "Although the fall guarantor shifted as formed but concluding guaranty religion an subject obligation its obligation to guarantee the spread and the obligation owed to erase religion is no longer subject to a right of recourse for its content remains the property of what receivables associated with seeking to guarantee the right to pass "[9]

The liability partnership, when the surety without permission of his debtor guarantee, only "if he could see that religion is void of what receivables ownership" (ibid). The distinction between the two is that the formation of the contract of guarantee of non-solidarity obligation to delete content and theme of the only recourse is to ensure, so right here favor theme of solidarity to the testator There obligation and ask to be transferred according to Article 712 of the Civil Code to guarantee heir, so in partnership liability, obligation owed to the original still exist.

#### **Effect of obligation unity in responsibility rapist**

Another type of rapist is responsible for liability partnership "in the case where the action is consequently no guarantee of future hands before his passing connection. An obvious example of this situation is caused by usurpation, when manually unjust and unfair to someone else as long as it is not the owner of the property, and interests exchanged guarantee the rejection of the same (in case of or deficiency of waste the) even If it is not involved [2] The property has been usurped "rapist and a waste of money and return it to the same rule (like or price) and also to the interests of the owner against liability partnerships are wasted.

Another point worth mentioning here is that if the owner's obligation under Article 321 of the Civil Code confiscation clean, recourse to others he aborting one of them, but if the owner has the right to transmit, here is the an what receivables and he can go to any of confiscation for the property, as well as in The usurper who owns what receivables on the effects of force or violence - is this intentional rule dominates Is. But the proud usurpers who cheat or deceive others appear to be eaten and the proud owner of a visit, she is not entitled to the proud possessor of the property, even though he should be dead [2] (the last paragraph of Article 325 of the Civil Code) even if he is entitled to a proud owner of what receivables to be lost. Due to the occupants of the property, the property is unwise to confiscation

#### **CONCLUSION**

According to that analysis was to examine the evidence sought to achieve unity and transition obligation owed to the results of this study were adapted following:

1. Union obligation on private property because the researcher is able to transfer this property to others. In the case of non-fulfillment of the cause of public ownership, it is said that a person may be due to damage to public property that has arrived at the property, commitment on the obligation is not certain, however, because the property belonged to someone else to do it, it does not fulfill the obligation of unity here and also fulfill the obligation of unity among the explanations given in the material properties can be achieved, because no person does not commit an immaterial rights than do others.
2. Thus the obligation to investigate instances of unity, we note that it contains are examples of religious rights and objective, it is important to note that for this reason, should

be involved in the obligation of prior and commitment that arise in the future, does not include the title, so one of the best alliance obligation, the debtor's transfer business documents that have been examined in the context and it can also apply to other acts or things which a person undertakes to do if they are to achieve unity obligation, obligation person gets rid of the property.

#### **REFERENCE**

1. Rajaei, MK. Maarefat Magazine, No. 53, page 32, quoting expect, AR, "intellectual property" Insight Magazine / Journal - research - social, tenth year, No. 31-30, p. 32. 2003.
2. Katouzain, N, Civil Rights Foundation, property ownership, publisher Mizan, No. 109. 2013.
3. Jafari Langroudi, MJ Consistent in terminology Rights, Volume IV, Ganje Danesh Publications, Fifth Edition, No. 11862.2012.
4. Entezari, A. "Intellectual property", Insight Magazine, Journal - research - social, tenth year, No. 30-31, p. 35. 2003
5. Salehi, J., Salari Raad, M, "The right of ownership in the light of criminal law," Justice Journal, Vol. VI, No. 35, p. 6. 2009.
- 7 Jafari Langroudi, MJ. Civil Rights era, rights and obligations, Volume I, Tehran University Press. 1990,
8. Najafi, J, Volume 24, Beirut, Press Darollahya Altras Alarabi, unique.
9. Shahidi, M. 3 civil rights, obligations, Volume III, publisher again, sixteenth edition. 2011.
10. Dehkhoda, Ali Akbar (1993). Dictionary, Volume I, publishing, printing, Tehran University.
11. Ghorbanian, H, Procedure for requesting leave and claim their share of inheritance, Nashre Danesh Publications.2010
12. Safaei, H, Civil Rights Foundation, the general rules of contract, Volume II, published by Mizan, twelfth edition. 2011.
13. Kazemi B, , Soltani, S., Nasser, H. "Analysis of commitment on the obligation Mitt Islamic jurisprudence", Journal of jurisprudence, the sixth year, No. 3, p. 6. 2010.
14. Asadi, F, "The general rules of contract in commercial documents", Journal of Professional Lawyers Association, Vol. III, No. 6, pp. 11. 2007.