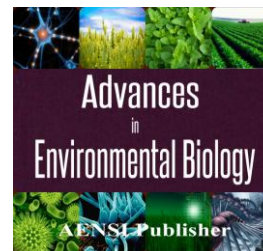




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### Sale Contract Invalidity and Its Effects on Imami Jurisprudence and Civil Rights

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#### ABSTRACT

Invalidate the contract has no effect in the legal universe. The contract is canceled if there is the lack of basic conditions, except valid sake. Sometimes we called marriage contract void as invalid marriage or corrupt contract, too. The invalid marriage is not occur if has not legal effect. If a property transaction corrupted, lost, damaged or defective, the recipient property exchanged for loss property, respectively. As the sponsor is also the recipient of corrupt contract, but its benefits as well, including movable properties or non-movable properties and its owner must surrender. If the tenant due to reduced transaction is corrupt, he in lower prices for to offset because, as the receiver was traded financial guarantors, through the first price will be reduction of receptor function by virtue of his responsibilities.

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### INTRODUCTION

Among specified in the contract, the contract of sale has a special place in jurisprudence and law. Since the signing of all contracts and transactions are routinely used in human societies and why it is matters, and rulings of Islamic jurisprudence, broader issues and other contract provisions.

On the other side of contract position in contract law, and consequently they are proven to every commitment including: accuracy, influence, no influence on the ability to terminate, void, or license obligation

Contract with any of the above conditions, have special legal provisions that specifies the legal relations of parties. Invalidity of the contract, including legal situations that may cause fading the legal situation of marriage

Considering the importance of this issue and sale of a particular place, in this study, we search the sale contract effects.

#### 1. Investigate the nullity:

Invalidity word is from infinitive of the verb "BTL" (Arabic verb) and mean decay, loss and fall. (Jar, Khalil, Larousse dictionary (translated from Almj Arabic narration), Translator: Tabibian, Syed Hamid, vol 1, p 468)

Meanings such invalid, void, useless, and the absurdity of it are given for that. (Sayah, Ahmad, Grand Master of modern culture (translated by Almonjad), volume 1, page 130)

It is literally not a valid legal concept of otherness. The word "void" is in legal terms to being interpreted as "negate". (Fort Jay, Mohammad. Ravasi - Naghibi, Hamed. Sadeq., Mu'jam Lghh Alfqha, p 108. Hosseini, Syed M, Vastlahat legal dictionary, page 91).

Lawyers know the nullity of contractual rights that the universe exists and has no effect in the legal universe. It invalidation of contractual rights lawyers know that the universe exists and has no effect (Shahidi, M., principles, agreements and obligations, page 23)

This "void" contract state that the offer and acceptance, or lack of intent was not willing or mismatch of some health conditions, none of which relate to the contract. (Ghanavati, J. - unity Bashir, Syed Hassan - Abdi Pour, E., rights, contracts Shiite jurisprudence, Volume 1, page 107).

Some lawyers, know void marriage as dead and it is impossible to alive it if the parties want it to work and get results, the only way is to actually build all the foundations of a new contract. (Adl, Mostafa. (Mansour alsaltane), Civil Rights, page 94)

So, for nullity of marriage or contract rummy two basic factors can be cited: 1. Missing basic conditions of contract 2. Marriage is a fundamental condition for partial disability or disabilities which it is not possible for trouble shooting. (Shayegan, Seyed. Ali, civil rights, page 90).

### 1.2. Different Between nullity and Corruption:

Civil law doesn't define of marriage of corrupt. Article 365 refers only to the sale contract, which provides : "sale contract does not affect the ownership."

But the point is not stated whether the purpose of the invalid, is corrupt, or there is a difference between these two terms?

Some lawyers to terminate the contracts are generally divided into four types: 1. Nullity 2. Corruption 3. Rescission 4. Abolition., And signing the contract void know that lack all principals shall be entered as provided in Minor non -point failure insane but consider signing a contract with a defect is corrupt. (Zaghlul, Ahmdfathi, description of civil law, p 207)

But the rest of our lawyers and they have a sense of the absurdity of corruption: Corruption is a trait that legal action attribute to its credit, has not practiced law works, such as that due to the Minor vendor, has a trace has corrupt sale. Against corruption is correct Against corruption is correct. (Katouzian, N., general rules on contracts, Volume 2, pp. 300 - Fath Ali Ahmed, Mu'jam words Jafari Jurisprudence, pp. 83 - Qlhjy, M. Ravasi, Mu'jam Lghh Alfqha, pp. 345 and 103 - Abu Habib, Saadi, Alqamvs Alfqhy, p. 38 and 39 . Ghanavati, J. - unity Bashir, Syed Hassan - Abdi Pour, E., contract law Drfqh Shiite, vol.1, pp. 109 and 110)

Some contracts can be divided into the three known ( the falsehood - correctly - corrupt ) and to cancel the contract without legal capacity or believer know that one of the sales taxes is not categorically say that one of the parties in corruption in the power Submitters and not submit or contract issue is unknown, but recent division (Triple) had no legal basis and aspects of verbal discussion is corrupt, because marriage is synonymous with falsehood . (Kianouri, Kamal al-Din, lack of penetration and void and its impact on civil rights in Iran, pp. 18 and 19).

### 1.3. Different between invalidity and revocation:

Those conditions and factors that returned them to the conclusion of the contract, or matters that are essential for every contract, such as a lack of ability, lack of will, etc. But those conditions and factors that monitor the fulfillment of the contract and the contract is created, including the invalidity was not however, the legislature, sometimes in cases of negligently of the terms of we have used the condition of the crushed. If Article 496 of the Civil Code, the term is used to crush the vicious non-issue because the contract properly located and all conditions have been correct after term is null and void is not lost rental Examples of valid contracts. (Bahrami, B, signing a lease application, p 127)

In general, a valid revocation differences can be expressed in the following cases: (ibid., p 128)

1. Void or invalid, the validity of the basic conditions governing the contract and its lack of legal effect from the beginning, now, that revocation would occur discourage or prevent the occurrence, after the conclusion of the contract correctly.

2. Nullity and void with fixative described is that, in spite of having falsified proof

3. 'Nullity and void and that no one can imagine the condition is true or not true initially, but the revocation, imagine two phases : the first phase accuracy (correct contract) and secondly, the continuing state of or health condition that needs addressing and continuum judicial decisions

4. The court's judgment is void discovery work and it is discovered, the court investigated whether the correct legal principles and elements of this relation is fulfilled or not, but the court invalidate the creating effect.

5. Appear to invalidate the results of the original owner, but it only appears on the Revocation attached to the original owner (vendor).

'6. Invalidity, the customer must pay the fee saying that during his tenure, but the authenticity of the marriage before its revocation by the customer, not owe to anything

Sometimes in ordinary usage in terminate the contract use "Cancellation of Contract. For example, the contentious issue of the court to invalidate the contract counting column called "Cancellation of the contract ...." This kind of tolerance is written in the words. Entire deal universe proper credit and eliminate the legal effects of the beginning of the formation (Shahidi, Mehdi., principles of contracts and obligations, pp. 51 to 54).

### 1.4. Valid differences and lack of influence:

Not influence the case that the contract does not have any legal effect, but it can start with the next allowed to clot, to enforce. The contract is therefore cease to allow it to "stop signing" longer. (Shahid Thani Alrvzhalbhyh vol 2, pp. 14 - Alkrky, Sheikh Ali bin Hussein (Almhqq -Thani), Comprehensive target, vol 4, p 73 - RA peak, Hassan, civil rights (no contract required), pp. 90 and 91)

Lack of penetration into the " invalidation relative " also is interpreting (Langroodi p95, MJ, terminology Rights, pp. 112 - Katouzian, N., general rules on contracts, Volume 2, page 321) Writers, of civil rights, marriage blunt the contract incomplete and cases cited in the judgment. (Adl, M., Civil Rights, pp. 95, - Hosni, Hassan, civil rights (general assets and liabilities ), page 69, for further study refer to . K. Katouzian, N., legal acts (contracts - unilateral ), pp. 42), thus concluding blunt has two aspects : on the one hand, with nothing before ratification owner or his deputy, and so does the marriage contract Shiite jurists in blunt terms, have been declared void ; (Ansari, Sheikh Almortzy book Almkasb, vol 3, p 363), but their meaning has no effect on the contract until ratification. Therefore blunt marriage in some other jurists statements are considered correct. (Najafi, Sheikh Mohammed Hassan, Jewelry words, vol 22, p 273).

Direction of influence between valid and non-influence briefly stated: ( Kianouri, Kamal al-Din, lack of penetration and void and ..., pp. 166 to 173 - Flamingo, S. Ali, Civil Rights, p 92. Katouzian, N. ; general rules of contract, volume 2, pages 321 to 323.) .

1. Nullity of no legal effect and does not leave his pleading does not need to plan and announce it on the influence of lack of photo enforcement, including the entire appropriate contract

2. The invalidity, enforcement is not at all possible to contract enforcement can be blunt.

3. Gradually towards the current way are not a nullity, and no influence. Where the contract is not enforceable, the aggrieved party or the effect of the failure of the marriage or after a small period of decline, prevent or take legal action immediately, otherwise it will take over time, while her right from the contracts the territory is mostly canceled out over time, such as the purchase of property that is not privately owned. But some of authors over time as the distinction between valid and do not accept the lack of influence (R. K. Kianouri, Kamal al-Din, lack of penetration and void and it works ....., p 168).

4. Invalidity is something absolute, i.e. if the contract is null and void to all so everyone can have the invalidity benefit claim is void because the legislature has created a valid contract for the public interest, contrary not only influence was created to protect private interests and therefore is something relative, i.e., there is no influence in favor of certain persons and other persons unable to use it to make items such proceedings are brought..

5. Marriage is executed as annihilated subject contract, so that there would not be annihilate however long time it takes.

However, when the contract was blunt about the weight to be given effect unless sufficient grounds to accept the attribute is valid ., M., civil rights, pp. 100 - Katouzian, N., general rules of contract, vol 2, p 322) clean these two important benefits as the ability to enforce contracts is blunt, something that is not possible to cancel the contract

## 2. Cases of nullity of marriage Sale:

Civil Law and Jurisprudence, nullity cases have not explicitly stated in the sales contract, i.e., in most instances specifying the legislator has limited or prohibited, it does not define that, it guaranteed that what he or prohibited . Here we try invalidity of the sale contract to the extent that the rule is necessary to ascertain.

### 2.1. Overall defeasance:

#### 2.1.1. Terms of constitutional invalidity of marriage:

Elements and conditions that are necessary for the validity of the contract of sale is of two types:

1. General conditions: conditions that are required in all contracts and sales contracts as well as contracts subject to the general conditions of contract

2. Specific conditions: the conditions of the contract of sale that has been devoted to the conclusion and validity of the condition.

Article 190 of the Civil Code is the basic condition for the validity of the contracts that we have, in this article, the invalidity of each of the elements contained in these materials and other we examined:

#### A) invalidation of lack of intent:

Despite legislative volitional as the first condition has been the lack of reliable satisfaction among the major parties of the transaction, the transaction will cause penetration while, due to lack of nullity of marriage is going to essay. The essay should not be mixed with the intent to compromise because the fundamental difference between them is essential. (Katouzian, N., civil law, current legal order, pp. 198 and 207 - for more information, see . K. Their failure Nasser, civil law (contracts and obligations), vol 3, pp. 61 to 67) .

So is the meaning of offer and acceptance sale word. In conjunction is controversial with prestigious properties in terms of the sales contract, jurists,. The difference is that in three directions: (Haeri, King's Garden, the history of civil law, vol 1, p 232)

1. The words that need to be adhered to products solely from the sale or other direct words intended to imply that it is sufficient.

2. Terms of the offer and acceptance committee, which should be pronounced temporary or concubine past is no longer enough.

3. Priority of acceptance requires it or if the image was not harmful.

It is of note that in addition to accurately and health plans will be required to implement the plan to one side or the other. (Tohidi, Muhammad Ali, Misbah Alfoqahh, vol 2, pp. 550 - Allameh Helli, biographers Alfqha, c 10, p 13 ) Therefore, the transaction being drunk or unconsciousness or sleep is done and the formal transaction in which the parties do not intend to conclude a contract, to be void. (Article 195 and 218 of the Civil Code)

And so in some cases lead to loss of valid marriage is wrong to include cases where the wrong type of contract, in which case the issue of marriage is wrong. Third, the transaction cases where the error on. ( Adl, Mostafa., Civil Rights, pp. 99 and 100)

Article 201 of the Civil Code, on the wrong side of the transaction, provided that the person signing is the leading cause of toy brings nullity of marriage.

#### *B) utility of marriage by parties competence of contract:*

With the sale of the parties as a necessary qualification contracts are subject to the General Rules, Article 345 of the Civil Code provides that the rules have not contended, and "each vendor and customer must, in addition to qualification rules of the transaction, of ability, to seize the or is sales price.

Thus there are two conditions for the buyer and seller in the sale contract is necessary:

1. Qualification is interpreted specific meaning in Article 345 of the civil law "legal capacity to deal"
2. Ability to capture sales or price that it must be "authorized the seizure of" clergy

According to Article 211 of the Civil Code, the transaction is canceled Minor non-point and crazy because of minority emergence of psychosis and dementia is the loss of legal capacity. (Shahidi, M., civil rights (6) - certain contracts (1), pp. 18 - Katouzian, N., civil law - certain contracts (1), pp. 96 to 98). Capacity is the ability of the law; a person has to do something. (Adl, M., Civil Rights, pp. 105, Alshhyd Awwal, Allmh Aldmshqyh, p 93. Althhyd, MA, Misbah Alfqahh, vol 3, pp. 244 to 246. Ansari, Sheikh M, Almkasb book, vol 3, p 275)

In the religious books of the qualification is named as "perfection ". ( Alshhyd Awwal, Allmh Old Mshqyh, p 93. - Alshhyd -Thani, Alrvzh Albhyh vol 2, p 14).

#### *C) A valid contract, a deal subject to credit:*

The subject of the contract is necessary and the validity of the contract of sale transaction is void without any issue. The transaction must be in the same condition as mentioned below:

1. Sales should be the same. (Article 338 of the Civil Code)
2. Should be adopted, i.e. economic value. (Article 348 and 215 of the Civil Code)
3. Buying and selling it is prohibited by law (Article 348 of the Civil Code)
4. The benefit is rational, so selling with no financial benefit is rational, like dead animal carcasses, is void. (Article 348 of the Civil Code)

5. Possible delivery and sales order is that the vendor is able to submit to the Buyer. However, the yield strength, the time of signing and submitting sales, not when it is necessary to form a contract. In case the transaction, the parties submit to the powers that be confident, but later turns out that the vendor is not able to submit, and the contract will be void if the sale contract form, there surrendering power but later withdrawn be . If the sales, but the judgment is given, or, if the contract of sale will dissolved strength stripping time sales, on the responsibility, the marriage is void from the beginning of the sentence.

6. Available - if the transaction is necessary while certain specific external or general, when there is a transaction, otherwise the contract of sale will be canceled. But if when the transaction is totally mutual on the responsibility of marriage, kind is generally not available but submitted at the time of the transaction, there is a contract of sale will be correct. (Article 361 of the Civil Code)

7. Regarding the transaction must be specified.

8. It should be clear. Matters that need to be needed in sales are threefold. The amount, type and description (Art. 216 and 342 of the Civil Code) ( Katouzian, N., civil law - certain contracts (1), pp. 105 to 112. For more information, see. K. Tohidi, Muhammad Ali, Misbah Alfqahh, vol 4, p. 89 to 118 - Najafi, Sheikh Mohammed Hassan, Jewelry words, vol 22, p 260. Ansari, Sheikh M, Almkasb book, vol 4, p 9. Emami, SH, civil rights, vol.1, pp. 418 to 420).

#### *D) Concealing contract for the credit transaction:*

For Sale contract as well as other transactions if the transaction is to be stipulated, shall be legitimate, otherwise the contract will be void. Immediate purpose of the transaction is the main objective in order to reach the transaction. (Adl, Mostafa. (Mansour alsaltane), pp. 108. Emami, SH, civil rights, vol 1, p 432) Islamic jurists issue entitled "prohibited transactions" have paid attention to the illegitimacy of the transaction sale is

considered valid. (Shahid Awwal, Allmh Aldmshqyh, pp. 92 and 93. Shahid Al-Thani Alrvzh Albhyh, volume 2, pages 2 to 11)

Civil law as "a nullity because of illegitimacy," Article 217 is formed but has not given any legitimate or illegitimate.

If the contract is void or unlawful motive in common between both sides, or be aware of it, in other words, it was also clear the transaction or the reasons and evidence from nanomaterial's illegitimate, it is brought (Katouzian, N., civil law, current legal order, p 211).

### 2. 1.2. *Invalidity due to corrupt condition:*

One of the most important issues that arise is whether the contract is void or a nullity condition causing the corrupt condition of the commitments on both sides eliminates?

In connection with the vicious nature of the condition and how it affects the different views expressed in the contract include:

First promise – believers to conditional corruption with Corruption contract (Allamh Decoration, biographers Alfqha, vol 10, pp. 247 - Shaheed Al-Thani Msalk Alafham, vol 3, p 202. Fluffy, Sheikh Ali bin Hussein (Almhqq -Thani), Comprehensive targets, c 4, pp. 439. Qom, Mirza Abul Qasem Alshtat, vol 2, p 18) .

Proponents of this theory know mutual consent the most important thing to realize that compromise should give it credibility. They seem to imply that the contract clause entitled to be compromise on both (contract and condition) is the sum of a Stipulation is canceled, the contract is void.

The second quote – believers to health condition of the marriage corruption ( Ibn Zohre, Ghnyh Alnzoo, p 220. Tabatabai, Seyed Ali, Riaz problems, Volume 1, pp. 536 and 537. Najafi, Sheikh Mohammed Hassan, Jewelry Alklam vol 23, p 212)

This condition causes some corruption of the public do not know for nullity of marriage " troth to promise (Maede/ 1), to fulfill your contracts " and " God Vending contract( Bagahre/ 275.) God made lawful sale » Marriage either correct the underlying condition is considered void.

Three words - beilivers separately

Some scholars, details are attached and cannot believe any vicious credit fraud conditions that cause the contract to be valid . (Hossein Rohani, Syed Mohammad, Menhaj Alsalhyn, vol 2, p 45. - Tohidi, Muhammad Ali, Misbah Alfqahh, vol 7, p 391) Some of the authors ' Arabic statement "and explained to the lack of valid under the conditions of contract, fraud, where the condition or conditions impair the contract of one of the pillars or parties should be the exception to the rule have been canceled in the contract. They believe in separation and divided this condition to two parts:

1. Condition that marriage itself make a damage it has two forms which is known as marriage corruption:

A. conditional because of ignorance, is corrupt

B. condition that results in the sale canoeing of another

2. A condition that does not impair the contract itself, which it did not contract causing to concealing. (Ansari, Sheikh M, Almkasb book, vol 3, p 180).

The latter is based on a separation between civil law provisions void and follow the dissolvent. (Article 232 and 233 of the Civil Code)

There is also a requirement diriment marriage, nullity of marriage is sufficient for its effect on the contract so that the contract will be void from the beginning. (Allameh, Seyed Mehdi, and its impact in terms of canceled contracts, 231) Some lawyers believe the contract is not to be deemed and construed as a dissolvent of the negligent diriment. (Haeri Shah Bagh, Syed Ali, of the Civil Code, vol 1, p 100).

### 2-2. *Partial invalidity:*

Nullity causes sometimes is not comprehensive and is only a portion of the transaction consideration; (Article 353 and Article 372, Article 390 of the Civil Code) as the heir to the brothers share with their part of the bargain affairs Heritage sells and rejecting this deal to be or after the transaction turns out to be part of the sales have been wasted.

Article 441 of the Civil Code regarding sales evidence is of a general rule concerning all contracts. (Katouzian, N., general rules of contract, vol 2, p 313)

Thus, where the transaction of legal basis for compromise, is not biodegradable, nullity of the whole contract has been spread.

### 3. *Nullity of the marriage Sale:*

#### 3.1. *The absurdity of works owned by sale:*

With the definition of invalidity were presented, the conclusion is obtained that the contract is void and of no legal effect of the contract and any result and outcome of legal scholars destroyed and removed and know it as deprived. (Haeri Shah Bagh, Syed Ali, of the Civil Code, vol 1, p 357) Actually negate the contract can be guaranteed to be considered valid .

Article 365 of the Civil Code does not relate to the sale void effect. (Adl, Mostafa., Civil Rights, page 95)

legal effect of sale contract is that all signs from beginning to ending will be vanish Imam Sayed Hassan, civil rights, vol 1, p 352. Shahidi, M., civil rights (6) - certain contracts (1), p 47.) in other words we can say that the impact is regression from the all works associated with the transaction and the sales price is the most important property of the picks .

To enforce this rule, where sales and price submitted is not given, it is not faced with any problem. Jurists reject the sale rancid whether the owner of the obligation or liability terms, in order to usurp the recipient knows yours. (Helli, Muhammad ibn Idris, Alsrayr, vol 2, pp. 488 - Hossein Rohani, SM, Fiqh al-Sadiq, vol 16, p 363. Katouzian, N., general rules of contracts, Volume 2, page 314. Haeri King Gardens, SA Ali, of the Civil Code, vol 1, p 357).

### 3.2. Seized to the rancid sale:

As we said, in order not to spoil the sale will be applied and no further effect and meaning of corruption is ineffective. But in connection with the sale rancid seized some jurisprudential and legal issues marriage seized corrupt rule of the details of the famous "Arabic statement" know. (Ansari, Sheikh M, Almkasb book, vol 3, p 180 - King Garden Haeri, S. Ali, of the Civil Code, vol 1, p 357). principal meaning is that in correct contract customer is committed to pay if contract will be corrupt so customer should deliver the goods itself or pay the damage.( Mohammadi, AH, rules, law, publishing, Justice, Fourth Edition, Tehran, 2000 AH. I., pp. 302 - Mostafavi, Seyed Mohammad Kazem, Alqvad, p 207) principle rule, accepted almost unanimously, and even some scholars have consensus regarding those claims. ( Ansari, Sheikh M, Almkasb book, vol 3, p 182 - Bojnordi, Mohammad Hassan, Alqvad Alfqhyh, vol 2, p 110)

Some commentators stated two mentioned rules provide a comprehensive means to guaranty the accuracy and corruption in the contract, the term " necessary preparations " used in them and the two rules stated realize any contract which is a proper provision brought corrupt also virtue it provides that any contract provision whereby the subject is correct, it leads spoil it need not be provided . Some authors have followed the idea. (Ansari, Sheikh M, Almkasb book, vol 3, p 182).

Some authors, believe Responsibility to seized the corrupt sale of iodine liability cases, and they believe that the rules of evidence, " seeks " and is derived from Sunni jurisprudence and rule " the contract " is the wrong rule.,known that it has lacking legal basis and no evidence and documentation . (Tymori. Tajmyry, A., cultural expressions and legal references, p 237)

Dr. Shahidi addition to fuss these two forms of rule, believes that " it remains unclear whether these rules with his famous words, at what time and is regulated by which of the jurists, As we may not have won the first and the inferred and found the resort to concepts of its legal traditions on the basis of two rules of inference sentences where the subject is considered necessary to know " ( Shahidi, M., principles of contracts, and obligations, p. 84).

### 3.3. Influence of knowledge and ignorance in the sale rancid in seized Warranty:

Many scholars believe that there is no difference between the rejecter in a world of corruption, or the contract may be unwise. (Wise, SM, Menhaj Alsalthyn, vol 2, pp. 11 - mark solution, biographers Alfqha', vol.1, pp. 495 - Khoei, A., Menhaj Alsalthyn, vol 2, p 17)

they cited two reasons in this regard is that the general rule is one of " Ali trucks " and the " act respecting certain property " rule " seeks " is not the difference between knowledge and ignorance, and the other is the juridical jurisprudents is not bound to apply the knowledge or ignorance. (Ansari, Sheikh M, Almkasb book, vol 3, p 192) .

It may be an illusion according to the rule " proud, arrogant deceiver back to deceiver cave," the answer is: It is true that the astringent ignorant but arrogant and deceived no contract corruption since astringent with the intention of acting as the sponsor of the bill has. (Ansari, Sheikh M, Almkasb book, vol 3, p 195).

If you are told that the rejecter with the knowledge of corruption will have to rub my eyes means that you borrow or loan, etc., and is the guarantor is not as astringent honest answer is: repelled knows that property as an astringent that transaction gives no heed to corruption as legal and does not include loan and loan. Thus, loan, loan guarantee recipient Maliki not to be knows that the deal is done mine as an astringent gives no heed to corruption as legal and does not borrow or loan. Thus, loan, loan guarantee recipient does not property. (Tabatabaei Yazdi, Seyed Mohammad Kazem, margin Almkasb, vol 1, 95, Ansari, Sheikh M, Almkasb book, vol 3, p 197).

Some scholars believe that the situational judgment seized astringent properties to contract surety loss is corrupt, unless the owner, even assuming a contract corruption, to seize his possessions seized be satisfied. But in terms of the sentence duty capture, in addition to the well-known condition own sake, even assuming a contract corruption, it has proven to be somewhat astringent to the MR. (Khoei, A., Menhaj Alsalthyn, vol 2, p 17)

It seems to be a difference between the world and the ignorance of the seller to buy back shares corruption. Where a vendor to correctly guess the deal, yours truly gives the buyer the property receiver, is guaranteed, but where the corrupts dealer sale, surrender to the universe, but still makes sales, customer may warrant to be honest, because in this case he was seized buyer satisfaction, with the intention of transferring the property to another is not. (Allame Helli, biographers of wisemen, vol 1, p 101, Najafi, Sheikh Mohammed Hassan, Jewelry Alklam, vol 22, p 257 onwards. Najafi Khonsari, Sheikh Musa ibn Muhammad, Mnyh Altalb, vol.1, p.115. Tohidi, MA, Misbah Alfqahh, vol 3, p 115).

### 3.4. *Seizing on the sale rancid:*

There is no doubt that the seizure of property without the owner's permission, rationally and religiously not permissible because this is outrageous and seize evidence without Objection, is obscene cruelty rationally and in terms of the canon is entered in this regard, it is not permissible. Some of these narratives, is the narration "Arabic statement, it's not lawful for a Muslim to another Muslim property without the consent of the owner." (Tabatabaei Yazdi, Sayyid Muhammad Kazim, Almkasb margin, volume 1, page 95).

"Seyed Yazdi" in its margin on jobs believed that if the marriage of science sink into corruption, astringent permission is repellent to the seizure of his property and he was seized in this case is not forbidden, and if Lee ignorance repellent, seizing the property it is not without permission is prohibited. (Ibid, p 95).

Some words are not correct him because of repulsive occupy the property, as it has astringent properties, and such permission is not astringent property owner also has another new permission, then no seizure of the prehensile it is not permitted and so these sayings, the first word is considered correct. (Gorgi, A., legal papers, volume 1, page 141) Summarized the proprietor of the property or, should assume that the owner of a mine, leave the captured data until within the exception to the above hadith, and so on seized marriage seized is not corrupt, then it cannot seize astringent.

### 3.5. *Necessity of immediate rejection (prohibition of fasting):*

One of the accessories on marriage corrupt, or the necessity of respecting the rule of parsimony is urgent; other property, even in the lowest moment of the seizure of the property, and seize property without permission or without permission, is not permitted to claim this issue contrary to deny that. (Ansari, Sheikh M, Almkasb book, vol 3, p 199).

Mkasb owner said from the hadith of the Imam Mahdi – Arabic statement- do not possess to the other's property without his permission "(Ibid, p 199)

Some scientists have argued in this prophetic tradition known as "the mentioned narration. This implies that the narrative is bound on duty order, i.e., indirectly implying that the rejection of the property, the contract is corrupt and serious compulsive. (Najafi Alkhvansary, Sheikh Musa bin Mohammed, Mnyh Altalb, vol 1, p 131).

Some scholars of theology is used if the astringent property to its owner did not rule cannot be sin. But late Sheikh Weak Fatwa knows because it is contrary to tradition.

(Shaykh Tusi, Almbst, vol 2, p 149. Helli, Muhammad ibn Idris, Alsrayr, vol 2, p 326)

### 3.6. *Financial rejection in the corrupt sale:*

Because they refused to bear the costs, the introduction of obligatory and obligatory introduction, is obligatory, then it is obligatory to pay. ( Fluffy, Sheikh Ali bin Hussein, comprehensive tagets, vol 4, p 435., Sign, Decoration, biographers Alfqha', vol 1, p 495).

The word refers to jurists, the assumption that spending too much should be paid, are included, i.e., financial exclusion is absolutely essential, what matters involving taxation and spending is low cost or no cost or is a heavy. (Ansari, Sheikh M, Almkasb book, vol 3, p 200).

Sheikh Khalifa has dismissed the case slightly astringent that is the case, but if rule, the owner is great disadvantage, because the evidence negating the loss does not have to bear heavy expenses. The same late naini rejected in the case of nature, is appropriate, the costs considered astringent and if the nature of the rejection, the appropriate does not know responsible owner. (Najafi, Alkhvansary, Sheikh Musa bin Mohammed, Mnyh Altalb, vol 1, p 132).

Some scholars, Sheikh Khalifa details in correctly realize that his point of small, the size of which is not traditionally considered a disadvantage. But if his point of whether this is a small, therefore it is not correct; because LA Adlh allocated loss expense is high. (Monotheism, Muhammad Ali, Misbah Alfqahh, vol 3, p 89, 125 and 126).

### 3.7. *Warranty benefits seized the corrupt sale:*

Seized interests of the corrupt sale of the two species are:

1. Interests of movable property
2. Interest's non movable property

*A. The verdict movable property interests:*

To this problem two theories have been proposed:

A: renowned jurists argued that his client's interests as well movable property, is guaranteed. (Shaykh Tusi, *Almbsvt*, vol 3, p 64. Tohidi, Muhammad Ali, *Misbah Alfqahh*, vol 3, p 125 and 126) But Ibn Idris in " *Srayr* " claim of consensus has seized marriage crumbling like yours seized So in the interests of the sponsor seized is so corrupt seized the contract, the surety is. (Decorations, Muhammad ibn Idris, *Alsayr*, vol 2, p 326).

Some have argued that because of the famous Movable property guarantee benefits include:

1. Fame statement (Sheikh Altvay, *Almbsvt*, vol 3, p 64)
2. Consensus (Helli, Muhammad ibn Idris, *Alsayr*, vol 2, p 326)
3. Prophetic tradition known as "Arabic narrative"
4. Evidence Rule respecting certain property
5. Narrative ((Arabic statement,)) (Ansari, Sheikh M, *Almkasb* book, vol 3, p 101)
6. The rule seeks. (*Ibid.*, vol 5, p 84)

There are two other reasons why the ((*Misbah Alfqahh*)) is referred to, which can benefit argued about movable property guarantee:

1. Definitive biography of wise (, Tohidi Mohammad Ali, *Misbah Alfqahh*, vol 3, pp. 127 to 130)
2. Rule dissipation ( *ibid.*, pp. 130 to 132)

B) opinion of some scholars (Ibn Hmzh, *Alvsylh*, p 255) Ensures that the customer is not Movable property interest for it to Morsel prophetic tradition " benefit is guaranteed " as fast results.

In the words of the late Sheikh Ibn Hamzah confirmed that reference to some traditions, this is the story that implies they acquired an interest in cucumber sales, property customer. (Ansari, Sheikh M, *Almkasb* book, vol 3, p 203).

*B) Non- judgment interest Movable property:*

Renowned jurists, on the Movable property interests, such interests are Movable property respect to liability. (Ansari, Sheikh M, *Almkasb* book, vol 3, p 203, monotheist, Muhammad Ali, *Misbah Alfqahh*, vol 3, p 136)

Here it seems to refer to two things:

First - discuss liability or non- liability interests of movable properties, is that we Movable property interest to distinguish liability ; otherwise not know if the contents of the interest, the primary way the content will not Movable property interests

II - Discussion of non-Movable property benefits if the death benefit astringent effect on iodine status Seized marriage is not corrupt, and except in terms of appearance, stating that it would not be a problem. Because, in this case the parts of Seized and taken without any problem except the interests Movable property, will be themed. (Gorgi, A., *Legal Proceedings*, Volume 1, pp. 153 and 154)

Sheikh Khalifa interest liability on non-Movable property, five quote reflects:

1. Discuss liability or non-liability interests Movable property, is that we Movable property interest to distinguish liability; otherwise not know if the contents of the interest, the primary way the content will not Movable property interests.

2. Movable property discuss other benefits in case of death benefits astringent effect on iodine status Seized marriage is crumbling, and except in terms of appearance, stating that it would not be a problem. Because, in this case Seized and confiscation of evidence, No nothing wrong Movable property interests, will be themed. (Gorgi, A., *Legal Proceedings*, Volume 1, pp. 153 and 154)

3. Detailed contract between science vender corruption and corruption as his ignorance thus ensures that the customer is the vendor was ignorant of the world, the customer is not guaranteed

4. Quoted at length in this case if the vendor was ignorant, customer guarantees, and the world has become attached to a halt .

5. Stops the late Sheikh absolute promise to the "lessons " and " Msalk " is attributed. (Ansari, Sheikh M, *Almkasb* book, vol 3, p 206)

3.8. Seized wasted sentence in the corrupt sale

One of the matters that the sale seized corrupt or accessories is that if the sales price was wasted, either celestial or waste pesticides, customer or vendor and the guarantor must pay the return or exchange repay same, i.e. if Seized the parties are subject to compromise; so is known that the lure of reproduction, it is as if it is worthy astringent guarantee that prices are guaranteed.

Guarantee reasons such as the reproductive and Price in worthy, that belief is famous for a few things:

1. Prophetic narration "Arabic statement" (Tohidi, Muhammad Ali, *Misbah Alfqahh*, vol 3, p 146 and 147)
2. Narration on respect for property and respect for His faithful indicate: (*ibid*)
3. Narratives nation Stolen rate than the (*ibid*)

4. Consensus on guarantee such as the reproductive and Price in worthy (Ansari, Sheikh M, *Almkasb* book, vol 3, p 220)



5. Holy Verse ' Arabic statement, " (Al-Baqarah / 194)

6. Wiseman ways (Ansari, Sheikh M, Almkasb book, vol 3, p 217)

Instead of wasting two changes lawyers believe that either of them, preventing the implementation of the declaration of invalidity is not a contract; (Katouzian, N., general rules of contracts, Volume 2, page 315. Haeri Shah Bagh, Syed Ali, of the Civil Code, vol 1, Page 359), as is the civil law in a similar case that the lawsuit has stated the same thing : (Article 286 of the Civil Code) for the price, the real price of money is wasted on the market, whether more or less than the contract sales price be. So if you lose money, you should repay the exact replacement for reproductive wasted on the reverse and the property owner must be like to be a sponsor worth back.

### 3.9. *The court did not require invalidation sale:*

Invalidity is a result of disobey of rules and not need to court issue because interference of court is for invalidating and invalid marriage that is like to dead body and could not kill him again. (Adl, Mostafa. (Mansour alsaltane), Civil Rights, page 95).

In other words, since the contract void, assuming the law does not require judgment on the invalidity of the declaration of invalidity benefit, who can be their property seize.

However, if the canceled sale seller to buyer sales, and buyer submits that the seller is not willing to rule out, as the seller claims, the court may order the sale contract valid until the subordinate courts, to declare void the sales contract after the verdict was issued, and sales rejection, the purchaser will be required to submit. It should be noted that the verdict of the Court of Appeal issued a marriage is void, void contract, does not annul the results because the result of this study is that education is conceived as the result of reason and impossible logic and abstainer the decision of the invalidation trial is exclusively explorer. Thus declaratory judgment of invalidity is issued perspective and show that the marriage was void from the beginning, and does not create a new entity. (Katouzian, N., general rules on contracts, Volume 2, pp. 303 and 304).

### 3.10. *Effect of invalidity with respect to sales to third parties:*

Invalidity due to fall, is as the commitment of the parties to the marriage had no effect on the subordinate and secondary to the party would be like this. This occasion to remind legislators of the civil law in the office of true sale and necessities for the contract stipulated by the parties, the sale does not spoil the effect of the acquisition (the matter 365 Civil Code).

Nullity of the contract in effect with respect to third parties, assuming we study:

1. The contract where the group together it's close to all the team members involved in the contract, each party to the agreement is considered . As a rule, it must be said that each of the component contracts, other contracts shall not cause the invalidity does not harm the rights of third parties. Nevertheless, if a transaction or a majority of all members of the health condition, the invalidity of each component of the transaction, causing corruption is all treaties and would harm the rights of third parties.

2. Announced the annulment of the marriage between the parties, except in exceptional circumstances, it is also effective on third parties and those special deputy clinching one of the two parties have been declared void hurt. For example, if a person has money that belongs to other than the seller to buy and then sell it to others and not allow the contract owner, the first transaction will be canceled.

Declare the nullity, the purchaser of the property is diminished because the deal is void affairs without the consent of the seller and the buyer, so it was not the first owner, it cannot be after it is transferred to another.

Effects of nullity of marriage against third parties, in particular where show nullity of marriage may not be aware of a good deal to pay more of their selves. ( Katouzian, N., general rules on contracts, Volume 2, pp. 317 to 319). In civil law, marriage is an absolute nullity, and can be difficult to imagine a case that the contract between the parties and enforceable against aliens is invalid or void between the two parties and to third parties is valid. (Katouzian, N., general rules on contracts, Volume 2, page 305)

### 3.11. *Consequences of invalidity:*

Compensation by contract is void. The request for invalidation of the contract does not conflict with the desire losses due to the fault of the contractor. For example, if someone else's property, it affairs forced him to sell or a transaction that is not satisfied with it, it can invalidation transaction owner the damage that he wants to demand fault.

Also, someone who will not deal seriously on the opposite side of the illusions which show that such contract is made , the transaction may be declared void damage claims from the behavior he desires. Article 101 of the Commercial Code, as exemplified by those responsible for the nullity of the contract document is to be used in similar cases to the base. Of course you can blame themselves aggrieved, to the detriment of their own, so that he has to be prevented from taking damage. (Katouzian, N., general rules of contracts,page 319,320).

**Conclusion:**

Any contract that does not qualify for substantive or formal regulation is invalid and therefore it works contract will be applied.

Invalidity of the sale contract can be summarized in two parts:

1. Invalidity of the sale contract, sometimes, contract sales, in general, be void and have no effect on the ownership of the parties does not created . Lack of health conditions in the contract of sale, some general and some specific to the conditions of the contract of sale, the general invalidity of sale are included. In addition, certain provisions of the corrupt, by virtue of the contract of sale are void

2. Invalidity component: the sale contract, the ratio of sales to some extent the direction of non-biodegradable is canceled sales contracts are generally void. On the other hand, some valid customer information during the transaction than the transaction, preventing the option is right

Therefore, the issue of corrupt contract, having two sides:

1. The corrupt contract, the customer or vendor, the owner and the sales price will be. Because ownership is what caused the sales contract and if a sale is corrupt, it is considered to have the judgment executed and obviously there will be no other reason for creating and acquisition straits, Volume 2, pp. 319 and 320).

2. Ticket sales and the price, the buyer and seller are financial guarantees

Warranty Seized in the sale rancid, basically no difference between the parties or one of them with regard to existence of science than there is no valid contract, even though the warrant liability, property receiver, if ignorance of astringent and owner, has been questioned

Possess astringent, the corrupted received financial exchange marriage is absolutely forbidden, because it explicitly sent, without the permission of the property is occupied. Consequently, as a general rule, the parties that the property has been surrendered to him immediately return it to its owner and this owner is subject to the stories

Corrupt transaction when the property is lost to the receptor, the receptor properties exchanged mine waste that such property is worthy reproduction and price of property and loss traded prevented the sale contract is declared void. The reproduction property initially rejected as and when necessary as there is no wasted time or wasted so out of reach, the price is paid.

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