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Rules over the Commitment Payment to Work Performance

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ABSTRACT

In any Commitment, what is desired, the implementation is the same commitment, and the purpose of the conclusion of the Commitments of the parties, is to get the change. But also the implementation of commitment, in all cases, not useful, and sometimes resort to other ways the interests of the parties to the contract, to provide a more favorable way, is more appropriate. What the parties, foremost importance, benefits from its implementation, not coercion committed to doing the same commitment, after a long time. On the other hand, extraordinary indifference, the same commitment to performance, and extreme preference for other forms of compensation, the manner of compensation is also justified not acceptable, and does not pay attention to the shared objectives contract. Ambiguous nature of some of the topics in the science of law, can determine the effects of their sentences, to be involved, so defining and analyzing the concepts and determine the legal nature of these topics, much the work of a lawyer, is formed. This study aimed to examine, evaluate and analyze the rules governing the obligation to work Payment, by submitting's action. Although the Civil Code, Article 214, "action" and "yours" and, Handsome each contract, and consequently the "surrender of property" and "take action", the difference is established, but according to the principles of civil law, and with regard to the property of "action", in our law, it seems, do the subject of the contract, the property was an act of submission, and subject to the provisions of it. Accordingly, it can be submitted using the general rules of property, to the extent shortcomings in civil law and civil law, and the legal literature of Iran, on the rules governing the obligation to take action, be overcome.

Introduction

Every person in life, is faced with Commitments. Laws, judges and lawyers, are trying to adjust it. Any problems with it, because litigation is complex. Commitment, what is considered wise, and in economic, social and political influences, and it regulates the rights and laws. In case of damage, the commitment, the possibility of creating huge damage to the injured party or community. Because of lawsuits, the enmity and hatred. Should try to avoid such broken promises, and have problems in this field are eliminated. Commitments is taken for granted, and when that commitment is formed, its implementation is the most important thing. (Enforcement of direct and indirect), the non-implementation of the same commitment, damage compensation shall, unless its implementation impossible and abstention, which responsibility is nullified, the civil law of our country, as force majeure, or the event as Could not, it has been learned. For example, "give money", as the "action", simply and without analogy, the judgment of the lien, the parties in the lease agreement. Because there is a mutual surrender of property, the action and the reward we face. The act of submission problems, the Civil Code contains an explicit provision, not about them, but we can give according to the general rules relating to property, and appeal to the sources of Islamic law, order them extracted. The cost of operation, supplying tools and equipment operation, maintenance contract, time and place of surrender of the action. However, in jurisprudence, it is customary that the general rules of submission in the transaction, and on the occasion of submission of the transaction, pose, and the rules specifically related to the delivery of benefits, and perform well during discussions rent things and rent parties referred to Put. Unlike conventional procedures in civil law jurisprudence, major issues related to delivery and perform the same operation, under to fulfill that promise, and to express the first cause of the crash toys Commitments, has raised. (Emami: 1997, p. 40)

Performance concept

Run, literally do, act (action, decision) is. Within the meaning of the term: act, decision, is considered. The meaning of the term, to literally close. Commitment taken Testament, means the will, the word, is the oath and covenant. Implementation of commitments in legislation, jurisprudence, legal scholars, is in a sense. In jurisprudence and the laws of our country, it seems that commitment is not defined, and jurists have not defined. A lawyer contemporary, in this way to define the implementation of Commitments: "The practice whereby, committed what the contract undertaken to do." Or "as far as the requirement that, thanks to it's What voluntarily, and thanks to do it, what is compulsory and binding and coercion. "(Katuzian: 1995, p. 50) this contract lawful, and necessary, according to the majority of jurists and lawyers, established industry.

The concept of commitment

The law of Commitments is not defined. In Article 183 of the Civil Code, while the contract defined, refers to the dedication, commitment and the contract may come into being.

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For example: a contract of sale under Article 338 of the Civil Code, the offer and acceptance, transfer of ownership as a result of the commitment of parties is to come, or later as a result of commitment arises, such as: building a house, then the transaction without commitment, the there is no contract. Perhaps in Iranian law and jurisprudence, because clearly define common units. But some lawyers in the definition of commitment argue: "Commitment legal relationship between two people, which in effect are crushed, the obligation to pay money, transfer, fulfill the obligation to act or omission in full." (Jafari Langroodi: 1980 , p. 96) this definition is accepted by most lawyers of our country. The dissenting opinions, in the above definition exists, and that this general definition, and duties of parents and couples and so on, but these examples not constitute, for the reason that in case of violation of the commitments undertaken Le obligation to compensation, or has the right to terminate, while Commitments, without this guarantee is implemented, or are totally unenforceable. (Such as duty of the parents to educate their children, or such lack of respect for women's rights, abuse socialize husband, wife, divorce there.) In general Commitments of the obligation and compulsion exists, and where have there, external Commitments is discussed. As long as there is a commitment and agreement, the obligation and compulsion there. Despite the existence of a legal relationship such as that previously described, the religion that is bound to have committed, are seeking to crush committed there. The right to demand the obligation to fulfill the obligation, in case of failure to fulfill the obligation, the existence of enforcement, ie the reaction of the existence of the subject of the obligation, ie the obligation to transfer the same, and the actions carried out or leave verb. The specific issue of commitment, it is not unknown, and given the commitment for and not passive, and the two are not the same person, and different. Thread commitment to the rule of law is not mandatory in these cases exist.

Delivery practice Status in jurisprudence and civil law

Talking about the law and works "delivery operation", and the general rules of submission of the property, based on the assumption that, in practice, as well as other property can be "surrender" he said. But is it really in our law, the assumption is plausible ?, in accordance with article 214 of the Civil Code, "the deal should" own "or" practical "that each of the parties commitment to" surrender "or" Payment "take it." The appearance of the matter is concluded, firstly in terms of civil law, "action" true "property" was, and Handsome is, and secondly, to fulfill that promise, the money and the practice is different. That is, only if, the deal "property" is, to fulfill that promise to "surrender" takes place, and about which the transaction, or the Commitments under the contract, "action", to fulfill that promise not to "surrender »but with« Payment »done. Therefore, based on the appearance of this Article, "surrender" just in case the property is true, and the use of the term "surrender" to "action" or the phrase "delivery operation" interpretation was incorrect, and thus about the quality of judgments handed operation and the use of public property submission rules regarding the operation, negative is subject to disproof. In reality, it is not. Referring to the principles of civil law, and reflect on other provisions, shows that the appearance of this article, not only jurisprudence, but also with other rules and principles governing the civil code is not compatible, and cannot appear this matter be trusted .

Because, firstly, as a result of our rights jurisprudence "action", one of the obvious examples of "wealth", and swore an independent against it, is not considered. (Akhund Khorasani: 1985, p. 3; Khomeini: 1989, p. 20), a civil law as well, despite the split transaction to property or action, under Article 214 brought about the above distinction, property and act immediately on Article 215 of neglect to provide the and stressed the necessity of "credit" transaction evidence clearly lost, meaning he belonged to in this Article, property in the narrow sense means property that is, a matter of practice, neither remove the "action" of the territory " property. " However, by Article 215 Q.M. The need to finance the deal, would not doubt that the practice is a clear indication of because property Taxes of one thing, no meaning other than its own.

Articles 29 and 466 and 467 of the Civil Code also clearly emerges that, in terms of the law as a matter of interest, and constitutes the portion of the property. Explain the law, property is divided into two kinds of objects and interests, and what is meant by the interest in this classification, such as interests and the interests of individual objects, and "action" are other words for profit entities. Of course, sometimes the law of "benefit" in the "action" referred to, in this case, the purpose of profit, interest in the narrow sense, the object and purpose of operating profit, profit entities. Civil Code in Article 29, as expressing the interests of individuals, the "property" of the property, as the first and most important relationship, and the interest credit entities with ownership notes, and by mentioning the words "either the same or interest", then of "ownership" recognizes that property owned property, or interests may be the subject of Lords. For unfamiliar with the principles and concepts of civil law, may be considered the notion that the purpose of the interest in this matter, only objects of interest, and the interests of individuals or practice, including those outside. In rejecting this notion must be said that, regardless of the issue of obviousness jurisprudence, as a source of inspiration civil law, and by Article 215 Q.M. The need to finance the operation, the Civil Code as well as Articles 466 and 467, depending on this false, and its purpose is to explain the benefits. Article 466 Q.M. The definition of states, under the lease, the tenant owns "the same interests lease" is, and immediately under Article 467 states, rent or lease also may be objects or animals or humans. In other words, from the perspective of civil law, concluded a rental agreement, the tenant of the property, "the same interests lease", whether human or animal or objects. Therefore, there is no doubt, in the eyes of civil law, the first action or benefit of a person of one's interests, and secondly, the interests of both the benefit of persons and objects, the instances of property considered to come, and the contrast between wealth and action in this matter Carelessness that legislators for reasons that soon we will see, it is caught. Unfortunately, this neglect has caused in many commentaries civil law, property and operation, as Handsome learn from each other, and not to mention financial operation. (Borujerdi Abde: 2001, p. 108)

But neglect other, in Article 214 Q.M. I made is that the material in such a way that, if the "action", not from the "surrender" to speak, and give dedicated to the non-exercise, and to "act" should "Payment," he said. . According to the inclusion of "property", the operation or the benefit of man, it was said that the clear well, perform well, it is a clear indication of the surrender of property in general.

Refer to legal texts, jurisprudence and civil law also indicate that the phrase "act of submission", well-known concept, and common, and scholars in the interpretation of delivery, the exercise did not hesitate.

Finally, other negligence, Article 214 Q.M. I happened to contrast that, in this matter of "surrender" and "Payment» has taken place, and "Payment" to those dedicated, contract or commitment, "action", while "Payment" in civil law Iran, the faithfulness to the covenant or the «Payment», in French law, and constitutes the first cause of toy abrogation of Commitments, including the obligation to transfer or surrender property abroad, pay off debts and obligation to do or stop working, and disposed of judiciary in most cases, the civil Code of Payment, spoken like material 279 267 266 Q.M. The talks over the debt payment, and delivery of material possessions, not action. So, does Payment, to live where the action is subject to certain applications and common Payment, the civil law is incompatible.

Of the two articles 214 and 215 Q.M. M also can be other shapes, see Section 214 Q.M. I know. First Civil Code, Article 214 of the transaction, the property or confirm action, and immediately after the necessity of ownership, as the first condition of the transaction agreement, is emphasized. As is clear, the possibility of such a clause about "action", which may have financial or not, it is true, but the "property", thought such a clause does not apply. The tax, however, is the inherent property, and assumes no idea of separation of property. Therefore a civil law, to escape from this problem, or should, like the French, instead of mine and acts of 'general and vague "thing" and was used, for example, said, "What is the deal that ....", or expressions of the same and that the benefit was the assumed tax, and the tax on them is possible.

But the roots of tolerance and turmoil, unfortunately in our legal literature has spread, in what is?

It seems, the author neglected roots, in addition to such interpretations Carelessness civil law, the legal literature and Iranian law, shall be imprecise translation and adaptation of 214 Q.M. The Iran of 1126 Q.M. The French searched. Under Article 1126 Q.M. The French: "The issue is what each contract, one party is committed to giving it to others, or committed to do it or leave it. "A civil law country, instead of the word« «chose», which means "all" of the words "property or function", used the word «donner», according to its literal meaning by giving something to someone, to "surrender "translated, while French lawyers, asserted that the meaning of« donner »in this matter, the apparent meaning and literal, ie the physical or submit material, but the purpose of the transfer of the right objective. (Kernou, 2005, p. 325; Karbonieh, 2004, p. 1926), and essentially obligation to submit material objects themselves, as parts of an obligation to act, and the obligation to transfer property is alien (Katuzian: 1995, p. 50), and the translation of the word «faire», the this matter with Nye "doing" is the term «Payment», which is based on civil law subsequent applications, ranging from "doing" - is used. As it turns out, what caused the legislator ours, yours and practice in Article 214, apart, providing and promoting the segregation that, under Article between resignation and Payment (surgery), along with legislator to match Sadr and the following article, forced the action to "do" about it is true - and false legislator, to "Payment" has been interpreted, - separate from other property. In any case, Article 214 Q.M, in its current form, which on the one hand, between the property and practice distinguishes, on the other hand, in addition to fault, the replacement of "surrender", instead of "transfer", "submit" assigned to "mine" and "Payment "assign to" perform "data, not quite with the French law is consistent neither with the law and principles of law in Iran, and the other option is that, by carrying the material on the neglect, the appearance of washed, and see jurisprudence, and other materials and principles of civil law, the real intention of the authors of the civil Code, will be known.

Considering the extent of the property in jurisprudence, jurists, including so-called surrender the property in the same submission, surrender and yield benefits to be done. Unlike the initial impression, and narrow the concept of "surrender", which only delivery and award of the external object to the mind makes submitted in this broad sense, meaning roughly equivalent to fulfill that promise or performance of Commitments under the Convention on the Rights today . (Katuzian: 1980, p. 159), we drove away, the problem of analyzing the nature of this institution. In understanding the French, a contract whose object is to carry out the action, a contract covenant not Possessory, and hence what the commitment, dedication, and talk of transferring the property to the contract, there is no (Karbonieh: 2004 Page 2009 ; Benabent: 2010, p. 3). While the interpretation of Islamic law, which followed the Iranian Civil Code are, firstly, the benefit of the person, it referred to "act" as is, the types of property that (Haeri: 1992, p. 107; Hashemi Shahrudi: 1994, p. 297), and could be the subject of trade and exchange, and second persons under the rental agreement, the tenant, the owner of the property is (Article 467 and 466 Q.M). In other words, the analysis of jurisprudence and civil rights, we hired under contract, your operation that legally belong to consider is the tenant ownership, and in fact his duty to "perform the contract" basis and nothing less than necessity "surrender", financing the purchase contract, the tenant has not. So do the contract, in view of the legal, property is one of the examples submitted, and in this respect, the difference between surrender and submission but not profit. The purpose of this speech is not, to use the words "Payment", instead of "delivery operation" interpretation is false, which happens in the legal literature we use expressions such as Payment, completion, Achievement, loyalty, and so they instead delivered practice a bit, but what we mean is that, unlike French law, based on the principles of our rights, perform the contract, the category of "give money", and sentenced to the general rules of submission of property, and the different nature to surrender not the same. For example, by adjusting the operation on the property give way to the judgment, the lien for hire and tenant, quite smoothly. As a general rule for swap, two parties exchange can "give money" for themselves, subject to the submission by the front of the property. The condition capable of delivery the property, subject of the contract to prove the necessity of hiring, the operation of the other benefits based on this analysis and matching, and many others can also be the case added that, in discussions of the future, some they will be mentioned. Selection say the scholars, the interpretation submitted to the action and play or practice, mean the same, and the difference in terms of the diversity in interpretation and luxury is, and in both cases his intention is to commit in the contract commutative should knotted against or "property" subject of the contract, under contract to contract acquisition

was spent, he founded and called him lodge, and the nature and basis of its requirements, the nature and basis of the submission of the transaction, especially in The overall deal is no different.

How and when the realization submit in the obligation to perform

Despite what about the unity of nature, and on the delivery of the delivery operation, and others surrendered to say, in terms of the characteristics inherent in the operation, such as insensible and gradual obtaining, quality delivery operation with items that belong to surrender, the external object, the real difference is . Timing and quality of delivery fulfillment, the delivery operation is of great importance. Important laws such as the imprisonment right, and the possibility of charging fees depend on accurate determination of the time of submission. Determine the fulfillment of surrender, upon determining that basis, the quality of work submitted, we choose.

In this regard, several possibilities are conceivable.

Chance First, as in rent objects, submission also eligible for benefits in the order of surrender benefits, and entitled the landlord to charge a fee, stop the actuality moments benefits and termination-term, the lease of individuals, the presence hired by the tenant and declared his readiness the sentence was handed operation, and is entitled to charge a fee, and the expiration of the period or action, he is not eligible (Kashefolghetae: 1983, p. 135).

Undoubtedly, this possibility is not acceptable. The comparison of objects and persons Rental, analogy is with differences. Because the rent of Lords, after the submission of the same, the vindication of the same only on the will of the tenant depends, and prevents not against it, while in Rent persons, to spend readiness hired, the tenant can benefit from the hiring obtained, for the realization of the act and its actuality is still dominated hired, and the tenant has no dominion over the realization of the action.

The second possibility is that, unlike of objects that give benefits to surrender, but researchers were, in rent, to achieve surrender conditional on the conduct and completion of the operation to know and that we are committed to when the action will not accomplish , is not entitled to claim compensation, as well as the tenant, the lien. Promise to jurists, attributed (Shahid Sani: 1980, p. 116).

A third possibility, which, by some considered that, hired for every part of the operation, the mystics against the compensation is entitled to pay the same proportion (Fazel Lankarani: 1993, p. 255), in other words, Delivery was slow to act to act accordingly, and to give up any part of the action, as well as the tenant's right of lien, collapsed and hired entitled to be paid.

One of the scholars, exactly the Software Rental owned delivery, distinguish and said, It is true that, in rent, breathtaking action, but what we have now is not whether hired, owned contract has established or not, to say that with the completion of the operation, which rent has been achieved. The point is rather that, if the "yield benefits" to tenants, have been achieved or not.

Clearly, yielding benefits to tenants, the only way to accomplish that is, the tenant can actually hired, enjoyment and so-called afford profit, and the road in case of operation on the same belongs to the tenant is located, may benefit the tenants of action, but with access to the same contract, it is not possible (Hashemi Shahrudi: 1994, p. 325), so, in such cases, as long as financial, work on it was done, the tenant has not been submitted to the action, been achieved and lien tenant, the tenant can hire not overturn force, which pay their wages.

Some experts wage, the analysis about the above analysis, the same conclusion reached and the fulfillment of surrender, mystics, subject to the delivery of goods considered (Katuzian: 1995, p. 586), the quality and realization of delivery, rent parties, only one debate not theoretical, and important practical effects, follows. One of the important works that, in recent discussions is applied, the place where, the goods after surgery and before submission to the tenant, the event is lost. If the completion of the work submitted is considered to be waste, after the surrender, actually, and therefore hired entitled to remuneration regulations, and vice versa, if the basis of the realization of delivery, after delivery of goods to the tenant obey waste product examples of waste, before the bill was not only hired entitled to compensation, but the contract dissolved, and hired must pay is called, if received, withdraw (Yazdi: 1980, p. 54; Katuzian: 1995, p. 594), fruit another important, the resulting debate, the task fell to imprisonment. More precisely, on the basis of the first, not help, except that, with the completion of the operation and the delivery of goods, the tenant is required to pay fees to consider, and he not allow, as a lien to pay fees, to receive the goods refuses to . But on second base, as long as the hired goods not delivered to the tenant, the tenant can invoke the right of lien of the amount of payment, its refusal.

Operation from the non-aligned

Under Article 268 Q.M. "If the current carried stewardship committed person, be provided by other means is not possible, unless with the consent of crushed committed." Referring to the views of scholars in this field clearly show that the author of the Civil Code to comply with the law, and based on specific terms of their traditional problem based on the "condition stewardship" based, not of benefit to the oblige , in operation by the oblige. Therefore, on the basis of, in Iran, if an explicit or implicit condition for stewardship commitment are not doing the action of the other leads to the presumption of innocence undertakes, however, to carry out the action of the committed benefits to the oblige imaginable is. In the analysis, it must be said oblige satisfaction, where the condition of stewardship, means waiver of the requirement stewardship, commitment and acceptance of the principle, it is unconditional (Hakim: 2013, p. 133). Another point in the discussion fulfill the obligation, the other, it is useful, according to Article 267 Q.M. We, in this debate. According to Article 267 Q.M, Payment debt, the region's non-debtor is allowed. Although the authors of the civil rights, the issue of the operation of the zone, did not refer to this matter, and if it is operation, the non-alien considered. But to explain the will, it seems that the authors of the Civil Code, according to the background of the problem in jurisprudence, the issue of commitment, the zone's total in two articles 267 and 268 have, and the principal changes in the materials 267 and 268 Q.M. The Iran than their equivalent materials, in French law, namely for 1326 and 1327 have accordingly been made.

Refer to the jurisprudence shows that the main criterion by the jurists, to solve the problem of commitment from the other, are used, the distinction between cases in which the property subject of the contract, property, general liability or

other issues that unlike property subject of the contract, the obligation is not foreign property.

In jurisprudence, the overall property is located on exhaustion person, regardless of the source of the "debt" is called. (Esfahani: 2001, p. 465; Golpayegani: 1975, p. 65), and total property may be the subject of Lords or the interests or exercise. Thus, contrary to common perception, the so-called traditional rights of our debt, monetary debt or debt that is unique, but it is not the issue, but may owe the debt, or interest categories is applied.

Action of contract, is of two kinds. 1) If the subject of the contract committed by foreign interests, without any obligation he might be busy. Such a person for a specified period, all or specific interests of their own interests, such as tailoring benefits to the other ownership. Unlike case of rent, for example, the benefits of a bus, which in this case, by contract, the benefits that the obligation of the landlord, and to deal with the case in accordance with the contract, its debt matters and obligation to go to the . 2) If the subject of the lease, the benefit of the person hired, but the contract, the acquisition of an action. In other words, in these cases, hired his interest ownership does not the practical realization of the obligation and assumes that, in this case "tenant act against" the debt, the debt hired will be, and subject to the overall debt is (Hakim, 1969, p. 127) if operation in general, the person responsible stewardship, credit is still paying the debt of the zone, is not possible unless the oblige, to operate exported from the zone also give consent. So in short we can say, do or give up the practice only in cases other than the possibility that act as a debt due and are general, and stewardship committed to it, credit is not (Yazdi: 1969, p. 80), with Nevertheless, we can say that the author of the civil Code, in Article 267 and 268 Q.M, delicately admirable and based on the traditional rights of Iran's Shiite jurisprudence, the issue of commitment by the non-aligned, based on jurisprudence, is settled.

Delivery of premises and operation equipment

The problem premises and equipment operation, very important and useful issues that, unfortunately Civil Code clearly spoken about it. Unfortunately, however, the legal effects of this issue, not the issue of persons, and not even in the general rules of liability, nor the Commitments that the subject is doing it, is not considered. Most jurists, the rent, the issue of. But unlike rent objects, which almost obliged to know the lessor, to provide preliminary profit, there is no significant difference between them, in determining the preparation and operation industries, among jurists, there are serious disagreements. Some folks here, as rent parties, all that is required to exercise benefits, such as sewing needle and thread, and paper and pen in writing, is responsible for hiring. Their argument is that these arrangements do action, and when doing the hiring is necessary, prepare for it from the necessity of introduction of obligatory upon him is obligatory (Najafi: 1978, p. 338) This view among contemporary jurisprudents fans many (Hakim, 1969, p. 133; Tabriz: 1987, p. 109; Sistani: 1972, p. 137), some of the scholars are arguing that what hired under contract, claimed only do action, and nothing more that the provision of engineering and preliminary, action on it is stopped to consider the tenant. (Shahid Sani: 1969, p. 359), some also believe that in this regard either party rule, or conventions clearly is involved, and except for brief and ignorance effective in taxes, rent, uncertain and convicted, would be invalid (Hakim: 2013, p. 144) First point: the above discussion refers to cases in which the condition or practice of brightness in the area of materials, and tools to realize action is available, otherwise if the parties expressly or implicitly, on these issues, rule out, or practices in this field is strong, does not turn to such measures. For example, it is now the norm; there is no doubt that the provision of sewing thread, the tailor.

The second point: although in practice today, in many jobs, services, materials and materials by hired provided, such as electrician or plumber itself to produce wiring or pipes, but it does not mean that the practice of preparing these materials responsible for hiring knows. This fact is that, in such cases, hiring cost of materials consumed and, apart from own reward, bill inserts and received it, while if the preparation of these cases, the responsibility of hiring the calculation and get the price it , did not fold. So in these cases, hired on the basis of a tacit agreement secular, and to facilitate the work, which is permitted, provided the necessary materials and the cost of it, the client request.

Hired expenditure Maintenance

In cases like tailoring that work with seating hired tenant is different, and I also hired not special, there is no doubt that the provision of alimony hired on himself. But sometimes, a way of rent that had hired for a long time that the tenant has set in place, to do their work, such as construction, plumbing, painting and the like. In such cases, the answer to this important question and practical and in particular the provision of food and water alimony hired, the cyst is not easy. For example, a worker who supplied food for three days from dawn to dusk, to dig wells or repair of heating a home is busy with his client ?, the question of domestic servants and servant girls who, for years, someone working for serious and in the wider area, including the costs of clothing and treatment, etc., is discussed.

It is clear that, if the parties in this matter, have an explicit or implicit agreement or custom is so clear that, in accordance with customary silence of the parties carrying satisfaction is their responsibility to determine alimony, is not difficult. For example, the tradition of servants and thick that live in the employer's home, providing the basic necessities of life, with the client and tenant knows. , the question was answered. Nevertheless these problems, the problem of the past, the costs of preliminary action is different. The issue was raised because of what it costs to realize the act, but what is at issue here, the operating costs of the action, not the action. Despite this difference, the answer to both problems is based on units, the necessity of providing premises to submit action is based. Because on the one hand, by lease, exchange between action and reward, and alimony hired, within the meaning not contractual. The case required the tenant to pay more than is called, there is no (Khoie 1983, p. 407), unless tradition or custom, as is appropriate. On the other hand, food and water, the basics of operating power to perform the action. After the obligatory introduction of obligatory education, supply and it is self-employed (Hashemi Shahrudi: 1995, p. 322), and the requirement of the principle of presumption of innocence doubt also Obligation tenant, the excess of the prescribed fee.

Time and place of the action delivery

Civil Code, in Article 280 locations duty commitment, including a commitment to the property, or the act has identified, and the difference between a commitment to

action, and a commitment to submit yours, the verdict does not exist. But at the time of submission of the action, civil law does not contain specific rules.

At the time of surgery, could face four, be imagined. 1) Sometimes, time commitment, clearly defined and 2) sometimes, customs and circumstances, specifies a particular time. In this assumption, the task is clear (Shahidi: 2003, p. 48), 3), sometimes also performed to determine the date, the promise. In this case, obliges claim, the deadline for doing distinguishes 4) when compared to the time for action, not by resorting just taken place, nor is there a clear norm, and not to determine the date the oblige has been deposited. Forms on the assumption that some are obliged to carry out an immediate commitment, knowledge, and justified his views said that, in such cases, the norm requires that, taken immediately after the contract is executed (Shahidi: 2007, p. 49), the view this problematic is that, assuming the issue is incompatible, because the question is where traditionally the time commitment does not exist, and therefore, talking about appropriate practice can not say, but it means they are the norm, the expression " appropriate practices, "meaning other than the meaning was common practice, for example, this is the norm of the term of the contract, understands the urgency. It is clear that, here means the norm, is not that transaction which evidences the intention of the parties, and as a condition implied. Because in this case, the sentence immediately rather than considering other transactions, and conventional procedures on them, but on the principles governing the discovery of the meaning of words, such as originality of application, is used.

However, other sociologists, clearly urgent obligation to requirements applicable contract enumerated (Emami: 1997, p. 325), and others based on the principle are of debts, the oblige a right to have that, every time he pays the debt require (Katuzian: 1989, p. 58), the two views should be treated alike. Because according to the first view, committed, immediate action is required to carry out its commitment, and demand in the Middle oblige has no role. While the second approach the issue from the perspective of the oblige, has been considered. This means that the oblige may immediately after the contract, commitment to the pledge, require and it is clear that, on this basis, committed only after claiming the oblige, obliged to fulfill the obligation and demand, if the obligation to submit action . Such as the difference between the scholars there. However, almost all scholars, the rush was a requirement of the lease agreement, but the meaning jurists from the rush, is different. intended purpose some jurisprudents of the applicable lease, due to the rush is, is that hiring must act immediately to do, whether in contract, act, claim, or not in (the Shahid Sani, 1969, p. 349; Hakim: 2013, p. 56), and some of the rush, had the contract, it will have. This means that the tenant, any time he can do action, from hiring request, and with tenant demand, doing the hiring is obligatory. Therefore, some said that to avoid any doubt, the meaning of haste, not urgent solutions. (Yazdi: 1980, p. 559) In any case, civil law, the judgment clearly has not gotten this question. However, it seems that, in the view of civil law, with a view, in the law of contract is absolute, is consistent. This view can be 226 and 278 of the Civil Code, and in particular Article 226 be used. Under Article 226 in the case of fulfillment of the Commitments, given time is not specified, and the so-called contract, absolute, payment of damages only in the case allowed to determine the time for action, the oblige and he acts claim to be. The concept of this material is used, in other cases, including assumptions were applied, and lack of demand oblige, not as delay or non-performance of the obligation, claim for damages.

This can only imply that, in this case, committed, was obliged to instantly commitment, and Ella had to be a violation of the obligation of his lack of commitment, damages appealed.

Conclusion

Submission, in its general terms, the equivalent performance of a contract, or perform Commitments under the contract, and meeting Commitments to perform the action was tantamount to surrender. Accordingly, to explain the rules, and rules governing the fulfillment of obligation, to perform, be in addition to the rules of the legislators in the context of faithfulness to the covenant stated, the general rules relating to the submission that, in scattered threads of the transaction or the rent law civil, and the sentences handed action that, in the context of the legal persons, used. Contrary to the interests of things that, upon submission of the same interests, surrendered were considered, and tenants were required to pay fees, the delivery operation, should the action types, distinction. The acts or performances such as singing, traces of which abided surrender, just do attained. In tasks like digging wells, or the act of painting outdoors that effect, but the effect remains the tenant is also the mere act of surrender is done. But in practices which, due to the hiring action, such as sewing clothes from the tailor, submitted to the action, subject to the submission of the action, to tenants. Criteria for the possibility of action by non-aligned, that, if the work contract, in general, and the issue of debt is doing it, like any other debts from other than the debtor, it is possible, unless stewardship commitment, constraint commitment. And If the subject of the contract, foreign interests committed person, it may do so by name rejected. Machinery and equipment necessary to perform several kinds. Some of them as a subject, for action, such as fabric for clothing. Preparation of these, undoubtedly the tenant, unless mutual consent, is contrary to it. But it means that, as a matter not of two Divided. Some of them belong to the contract, and the tenant are used, such as thread in clothing and nails of tables, and consists in writing. Others, the tenants are not, like the needle on the sewing or carpentry saws and hatchets. By providing tools of the past, of the obligatory introduction, the eldest, but I swear prepared other than as provided in contrast to the traditional, with tenants. For rent parties, the only appropriate and not purchase the same ownership interest.

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