

**Article 344.**

If in the terms of a sale contract no conditions are laid down or no time limit has been fixed for delivery of its object or for payment of the price, the bargain is considered definite and the price should be paid at once, unless in accordance with established rules and local usage or commercial rules and practice certain conditions or time limit exist for commercial transactions even though they have not been stipulated in the contract of sale.

**SUB-SECTION (2) REGARDING THE TWO PARTIES TO A  
CONTRACT**

**Article 345.**

Besides being legally competent the seller and the buyer must be entitled to take possession of the property or its value.

**Article 346.**

A contract of sale should be entered into by mutual consent; a forced contract is not binding.

**Article 347.**

A blind person can sell or buy so long as he becomes aware of the nature of the object by some means other than seeing it or through the help of another person, even if that person is the seller.

property will be entitled to the reasonable equivalent of any such profit, unless it is clear that permission was given without (any question of) payment.

**CHAPTER 3. SPECIAL TYPES OF CONTRACTS**  
**CHAPTER 3. SECTION 1. REGARDING SALES**  
**SUB-SECTION (1). REGULATIONS GOVERNING SALES**

**Article 338.**

A sale consists of the giving possession of specified goods in return for a known consideration.

**Article 339.**

After mutual agreement between the seller and the buyer in respect of the object of the bargain and its price, the sale is concluded by offer and acceptance. A sale can also be effected by exchange.

**Article 340.**

When offering and accepting a sale the wording and terms used must clearly indicate an act of sale.

**Article 341.**

A sale may be made with or without any conditions and also a term may be set for the delivery of the whole or part of the object of a bargain or of the total or partial payment of its price.

**Article 342.**

The quantity, type and nature of the object of the sale must be known and the fixing of the quantity by weight, measure, number, length, area or by inspection is made in accordance with the local custom and usage.

**Article 343.**

If the object is sold by quantity the sale is effected even before it has counted or measured in volume or length.

held, responsible and not the party who caused the deed, unless the latter is the stronger party in such a way that according to custom and usage the destruction could be attributed to him.

### Article 333.

The owner of a wall, house or factory is responsible for losses entailed by its collapse provided that he was aware of the defect which caused it (the collapse) or if it was due to his negligence.

### Article 334.

The owner or custodian of an animal is not responsible for losses caused by it unless he has failed to exercise control; but if an animal is made to cause damages the person who made it do so will be held responsible for losses incurred.

### Article 335.

If a collision occurs between two ships, trains, motors or other vehicles responsibility will lie with the person whose intentional act or carelessness caused the collision, and if two parties were so responsible for a collision the responsibility will attach to both of them.

## SUB-SECTION (4) REGARDING TAKING ADVANTAGE

### Article 336.

If a man does an act at the order of another and if according to custom and usage a wage is payable for such an act; or if the man who has acted is accustomed and disposed to undertake such work, then he can claim pay for his work, unless it is shown that he acted gratuitously.

### Article 337.

If anyone benefits from another's property when permission has been clearly expressed or understood, the owner of the

**SUB-SECTION (2). REGARDING DELIBERATE DESTRUCTION**

**Article 328.**

If anyone destroys the property of another person, he will be held responsible and must either produce its equivalent or its value, whether or not the property was destroyed intentionally and whether it was the actual property or profits thereon that were destroyed; if he causes defect or damage to such property, he is responsible for the depreciation in price.

**Article 329.**

If anyone pulls down the building or house of some other party he must rebuild it as before and if this cannot be done, he must pay the price of the building.

**Article 330.**

In case a man kills an animal belonging to someone else, without the owner's consent, he must pay the difference in price between a live and a dead animal; if the dead animal is worthless, he must pay the full value of the (living) animal. If however he kills the animal or damages it in self defence he will not be held responsible.

**SUB-SECTION (3) REGARDING INDIRECT DESTRUCTION**

**Article 331.**

Anyone who causes some property to be destroyed must give back its equivalent or its value, and if he causes a defect or damage to it he will be held responsible for any depreciation in value.

**Article 332.**

If anyone arranges for the destruction of some property and someone else does the deed, the actual perpetrator will be

**Article 323.**

If anyone buys some property from a party who has misappropriated it, the former is also responsible and the owner can, in accordance with the provisions laid down above, refer to both the seller and the buyer and claim the original property or, if it has been lost, its equivalent or its value and also any profits accrued thereto.

**Article 324.**

If a buyer knows that the property in question has been misappropriated, then in respect of property taken back by the owner the rights of claim between the seller and the buyer are similar to those between two parties guilty of misappropriation and will be subject to the above provisions.

**Article 325.**

If anyone buys in good faith some misappropriated property and if the owner claims it from him, he (the buyer) can in his turn make a claim on the man who sold it to him for its value and any damages, even if the property was destroyed while in his (the buyer) charge, but if the owner claims on the seller for the equivalent or the price of the property, the latter will have no right to claim on the buyer.

**Article 326.**

When anyone has bought property knowing that it had been misappropriated and then loses it and has deliver equivalent property to the original owner, this buyer cannot claim from the seller for the amount by which this equivalent may exceed the original property in value, but only for the amount of the (actual) value.

**Article 327.**

If misappropriated property has passed from hand to hand otherwise than by sale, the regulations already given regarding the sale of misappropriated property will be applicable.

### Article 319.

If the owner of some property regains the whole or part of some misappropriated property, he has no right to claim in respect of the amount regained, from any other person who has been guilty of misappropriation.

### Article 320.

In respect of profits derived from misappropriated property, each party guilty of misappropriation is responsible to the amount of profit accruing during the time that he has held the misappropriated property or the time that it has been held by persons subsequently guilty of misappropriation, even if he derived no benefit therefrom.

When however a party guilty of misappropriation has had to pay profit that accrued while the property was held by others who misappropriated it later, then he may claim on each of these other persons in proportion to the period that they held the property.

### Article 321.

If the owner of a property excuses a party who has been guilty of misappropriation from returning the equivalent or the value of the property, he shall have no right to claim on others who have been similarly guilty. If however (the owner) he delegates his right to one of (guilty) persons by some means, this latter person will become the representative of the owner and will enjoy the same right that the owner had.

### Article 322.

Excusing one of those guilty of misappropriation from paying profits accrued to the property while it was in his charge will not entail the release of others from their share of such profits, but if he (the owner) releases one of the persons guilty of misappropriation in respect of actual profits, he will have no right to claim on persons who were later so guilty.

in case however this difference forms part of the actual property the guilty party can claim the difference.

#### **Article 315.**

A party guilty of misappropriation is responsible for any deficiency or defect that may have been caused during the period of his holding it, even if such deficiency or defect has been the result of his action.

#### **Article 316.**

If anyone misappropriates any property from the man who has previously misappropriated it his responsibility shall be similar to that of the previous offender, even if he is not aware of the original offence.

#### **Article 317.**

The owner of any property can claim the actual property or, if it has been lost, similar property of the value of the whole or part of it from either the man originally guilty of misappropriation or from anyone who has subsequently misappropriated it.

#### **Article 318.**

Whenever the owner of some property claims on a party guilty of misappropriation in whose hands the misappropriated property has been destroyed, the latter has not right to claim on another party who may have misappropriated the property, but if the owner claims on someone guilty of misappropriation who however was not the person who destroyed the property, the latter may claim on another party guilty of misappropriation in whose charge the property was when destroyed or (he may claim) on any persons who subsequently misappropriated the property, until the claim eventually falls on the guilty party who held the property when it was destroyed: generally speaking responsibility rests with the party who had the property misappropriated by him when it was destroyed.

perty, he is not considered to be guilty of misappropriation, but if he destroys the property or causes such act, he will be responsible.

#### **Article 310.**

Anyone denies that property has been deposited with him or lent to him or similarly delivered to him, although such delivery has taken place, he is considered to be guilty of misappropriation as from the date on which he denies the fact.

#### **Article 311.**

A person who has misappropriated anything should return the thing itself to the owner or, if it has been destroyed he must give a similar property or its value. If any other reason the return of the actual property is not possible, he must provide a substitute or equivalent.

#### **Article 312.**

If an equivalent substitute for the misappropriated property cannot be found, then its value at the time of delivery must be paid. If however an exact substitute can be found but its possessory value has disappeared, the last (or original ?) price must be paid.

#### **Article 313.**

When anyone on his own land builds with another's materials or plants another's trees, without the owner's permission, this second party can demand the demolition of the building or the uprooting of the trees unless some mutual agreement for delivery of their price is reached.

#### **Article 314.**

If as a result of the acts of the person who misappropriated property its value appreciates, the one who has been guilty of misappropriation will have no right to claim the difference in its value;



**Article 306.**

If anyone manages the property of a party who is absent or who is not competent to transact business or who suffers from some such disability (and if he does so) without the permission of the owner or the person who has the right to give permission, he must give an account of his period of management.

If it would have been possible to have obtained permission at the time or if delay in interfering in the matter would have caused no loss, then no claim for expenses of management can be entertained. If however a lack of intervention or a delay in such action would have entailed losses to the owner of the property, expenses of management can be claimed by the person who performed the duties of manager.

**CHAPTER 2. SECTION 2. ON AUTOMATIC GUARANTEES****Article 307.**

The following matters entail automatic guarantees:-

- (1) misappropriation and acts so adjudged.
- (2) deliberate destruction.
- (3) indirect destruction.
- (4) taking advantage.

**SUB-SECTION (1) ON MISAPPROPRIATION****Article 308.**

Forcible seizure of another's right is called misappropriation. Laying hands on another's property without justification is also considered as misappropriation.

**Article 309.**

If anyone prevents the owner of property from taking possession of it but yet does not himself exert control over the pro-

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<sup>(6)</sup>Iranian Civil Code

**CHAPTER 2. OBLIGATIONS INCURRED WITHOUT A CONTRACT**

**CHAPTER 2. SECTION 1. GENERAL DEFINITIONS**

**Article 301.**

Any person, who intentionally or inadvertently acquires goods to which he has no claim, is bound to deliver such goods to the actual owner.

**Article 302.**

If anyone owing to a mistaken belief that he is in debt pays that debt, he has the right to reclaim the amount in questions from the person who took it without right.

**Article 303.**

Anyone who accepts any property without any right is responsible for the actual property and for any profits that may accrue thereto, whether or not he is aware of his having no right to the property.

**Article 304.**

If anyone, under the wrongful impression that he is entitled to possess some goods, disposes of the same, this transaction is regarded as an unauthorised one and is subject to the provisions laid down regarding such transactions.

**Article 305.**

In the cases described above the owner of the property must pay any expenses entailed through its maintenance, unless the man who took possession of the property knew that he had no right to do so.