Journal of Social Studies. Vol., 10 (4), 105-115, 2024
Available online at http://www.jssjournal.com
ISSN: 2149-3316 ©2024

The Incorporation to the Contract in Jurisprudential Records and its Practical Implementation Within the Framework of Iranian Civil Law

Hadi Semnaninejad*, Mojtaba Semnaninejad

Department of Law, Central Tehran Branch,Islamic Azad University, Tehran, Iran.

**Corresponding Author Email: hs1361hs@gmail.com*

Abstract
Often, as a result of the parties' negligence, they fail to consider all the contract-related difficulties while entering into the agreement. Certainly, in such instances, if the parties reach a resolution on matters that were included in the former contract after its completion, and include new choices and agreements into it, then it is regarded as an integral component of the contract. Alternatively, the contents of the contract can be adjusted to accommodate new requirements or situations, without the need to create a new contract. This is typically done through a revision of the existing contract. Imamiyyah jurists consider the incorporation to the contract in a former contract to be invalid, and it has been scrutinized by jurists based on the criteria of incorporation. However, the majority of legal experts believe that it is satisfactory to include additional agreements to the existing contract based on the principle of free will and taking into account the interior will as defined by our laws. This will, known as the common will, is what forms the contract. If both parties intend to be bound by the contract, regardless of the former contract, it is considered valid. If not, the conditionality is adequate for establishing the intellectual state of the contract.

Keywords: The Incorporation to the Contract, The Former Contract, The Principle of Sovereignty of the Will

Introduction

Contracts are deemed valid when they are formed with the consent of the parties involved. However, the will of the parties alone is not the sole determinant for the validity of contracts and agreements. The legislator and legal principles and rules also establish certain requirements that must be met for a contract to be considered valid. We are confident that the common practice is not determined by the study and opinions of many legal experts in regulating relationships. The necessity of establishing legal relationships on social media platforms is evident, as these laws play a crucial role in serving the public. Contracts often involve the formation and organization of relationships. It is common for parties to a contract to overlook or neglect certain issues, fail to make decisions, or feel dissatisfied with the outcome. This is one of the reasons why business law is distinct from private law. In private law, individuals with a general understanding attempt to regulate contracts, but many believe that each contract is unique and requires careful consideration. Based on these requirements, if the parties opt to include or exclude new agreements that have been reached after drafting the contract, or address issues that were not covered in the prior contract. When a contract is amended, it means that the parties involved intend to fulfill the original contract rather than creating a new one. Alternatively, the parties may wish to modify certain terms and obligations in the original contract due to new circumstances. In both cases, the will is

not to enter into a new contract, but rather to revise the existing one. It is crucial to carefully examine and analyze the impact and validity of these amendments on the contract and its attachments, as they can have various effects. It has to be verified. In order to validate such cases, it is necessary to evaluate and investigate the conditions that must be met for the agreements to be considered valid.

Post-Contractual Agreements

One could argue against revising the contract and adding agreements after the contract has been signed in order to amend its contents, on the basis that revising the contract is comparable to some legal activities, making it indistinguishable from them. It can be argued that there is no inherent requirement to accept the incorporation to the contract. In other words, the addition of agreements after the contract is not a separate entity from these similar entities, as their objectives can be achieved through the usage of these same entities. (Katouzian, 2007, p. 70) Consequently, after these objectives are achieved, the matter of post-contract agreements arises.
It will be nullified. To verify the veracity of these assertions, we will examine comparable establishments and analyze their distinctions in relation to post-contract arrangements.

Contractual Modification

The modification of the contract by adding a condition regarding incorporation to the contract does not technically qualify as a revision of the contract in the strictest sense. In this scenario, the contract revision aligns with the fulfillment of the condition specified at the time of its formation. During the contract negotiation process, the parties involved review and discuss the contents of the contract, even if there is no specific agreement on this topic. This holds significant importance, as stated by Katouzian (2017, p. 73).

Legal Modification

The term "legal modification" refers to a legal modification that is authorized by the legislator. This modification is made possible by the establishment of specific contractual modification circumstances. In this form of modification, the desires of the persons involved hold no influence, and it is the desires of the legislator that dictate the modification. As stated in Article 277 OF CIVIL CODE, the ruler has the authority to provide their assessment of the debtor's situation and set a reasonable deadline or installment plan. The option to extend the deadline for fulfilling the obligation through an installment plan is a contractual modification that is mandated by law and enforced by the court. (Shahidi, 2004, page 39).

Judicial Modification

This form of modification is a distinct legal remedy implemented by the court, where the parties' wills hold no influence over the modification. While it is conceivable for one party in the contract to disagree with this modification, the legislator's opinion is the one that is implemented. The agreement or disagreement of one party will not impact the formation of this modification.

Rescission

As per the description provided by Professor Jaafari Langroudi, " Rescission refers to an agreement that aims to reinstate ownership that was previously established by a contract" (2011, p. 327). In the discourse surrounding post-contractual agreements, the presence of such a will is not obligatory and is typically not employed for such an objective.

According to one of the professors, the definition of Rescission includes "the mutual agreement of both parties to terminate the contract and diminish its future impact." (Katouzian, 2006, page 331). If the terms of the contract and the obligations of both parties have not been fulfilled, rescission of the contract will only result in its dissolution. This is similar to how an agreement can terminate a contract and all related matters.

Alteration of an Obligation

The term " Alteration of an obligation" refers to the process of replacing one obligation with another by modifying one of its aspects. In this scenario, the original duty is nullified and substituted with a new obligation. The alteration of an obligation is a legally binding act that is contractual in nature. It requires the will and consent of the parties involved. The alteration can be initiated through any word or action that implies it, but it is necessary for both parties to agree on the alteration of the obligation. (Safaei, 2008, p. 257)

Incorporation to the Contract

This discussion pertains to the process in which the parties involved in a contract modify the terms of the contract after it has been finalized. This is done by mutually agreeing on certain aspects of the original contract, such as adding additional agreements, removing certain provisions, altering data, or introducing new obligations. (Shahidi, 2004, p. 39) This process, known as " Incorporation to the contract," is distinct from earlier methods of appeal. (Alavi Qazvini and Vakili Moghadam, 2010, pages 135-136).

Invalidity of Contracts and Amendments

When evaluating the legitimacy of adding an annexation to the former agreement, numerous issues have been identified in legal literature and court decisions. We will now address these issues in the following discussion.

Contract Termination and the Inability to Establish a Condition

The contract can be ended definitively through a formal request and acceptance. Once the termination is executed, it is not possible to modify the terms of the contract, even if the request and acceptance have been completed. It is important to note that the essence of the principle of the sovereignty of the will lies in the ability of the will to exercise creativity in legal actions, specifically in the context of contracts and stipulations within contracts. It should be emphasized that the simple inclusion of a condition in a former contract does not constitute a contract or a specification. Whenever there is uncertainty regarding the status of the will and its capacity and necessity for creativity, the outcome is the principle of the will's lack of sovereignty (Shahidi, 2004, page 560).

According to one of the teachings, this form is rooted in Hanafi jurisprudence. In Hanafi law, the foundation of contract is based on verbal demand and acceptance. However, since the word (verbal demand and acceptance) loses its validity after it is spoken, there is a logical objection to the feasibility of joining it. (Jafari Langroudi, 2007, p. 64) According to the jurists, including Shahid Al, supplementary agreements are considered invalid if they contain conditions that are raised after the contract has been made. This general rule states that any condition that comes before or after the contract is not effective. (Mohaghegh Damad, 2008, p. 298) Additionally, Maghaghiq Qomi (RA) asserts that a valid condition is one that is explicitly stated between the demand and acceptance, such that it is seen as an integral component of both. However, it seems that there are no apparent issues with this interpretation. Consequently, any condition stated before to or subsequent to the contract is invalid. The source of this information is Mirzai Qomi, who wrote it in the year 1427 AH. The specific page where this information may be found is page 942.

Conflict with Pacta Sunt Servanda

According to Article 219 of CIVIL CODE, a contract that is made in accordance with the law between the parties and their representative is legally binding, unless it is dissolved by the mutual agreement of the parties or for legal grounds. As per the article, any contract that is valid and lawful is legally enforceable for the parties involved.

Creditworthiness

Famous jurists hold the view that post-contract agreements are invalid as substitutes for additional terms. However, in contrast to Imamiyya jurists, the majority of modern jurists believe that these agreements are valid, despite objections raised against the invalidity of supplementary agreements to the contract. They base this belief on the principle of the sovereignty of the will. Dr. Mohaghegh Damad states that each additional condition should be considered.

After the conclusion of the contract, the parties agree on the terms of the concluded contract, such terms are called "additional terms", which means the terms that did not have a place in the will of the parties during the conclusion of the contract, but after the conclusion of the contract, the parties want to be bound. join it; For example, after concluding the contract of sale, the parties agree that the seller will deliver the goods at a certain place or time. Now the question is whether such a condition is binding? If yes, what will be the origin of its requirement: is the requirement of such conditions derived from the requirement of the contract or will it be independent and subject to the theory of initial conditions? It may be said that according to the relationship between the contract and the fulfilled condition, the said condition adopted its obligation from the contract, and in other words, considering that the said condition is about the substitutes or the way of fulfilling the said contract, in any case, the condition included in the contract It is considered and takes its obligation from the

contract. It may also be said that since the contract has ended, it is considered an independent supplementary condition and its requirement is subject to the same independent contract, or it is possible to comment on the preference and say: if the condition is fulfilled with a short interval, as is customary If it is not considered separate, it can be considered as a condition included in the contract, and otherwise, the condition should be considered separate and independent. (Mohaghegh Damad, 2009, p. 298) Another professor says about the validity of additional conditions: "An additional condition is a condition that is added after the conclusion of the contract; In this case, if the subject of the condition is an independent matter (such as representation, contracting), its validity is subject to "primary conditions". Although Article 10 of the Civil Law exists, its influence is undeniable. It has been necessary to address this issue before, but it is important to distinguish it from the concept of "condition." In cases where the contract has already ended, subsequent agreements do not alter its provisions. Therefore, the validity and impact of the latest agreement should be assessed based on general contract rules, rather than the "stipulation theory." Consequently, if a woman grants her husband a power of attorney to handle his assets following the contract agreement, this arrangement should not be contingent upon the contract condition, and the power of attorney should not be seen as subordinate to it. However, when both parties involved in a contract reach a new agreement regarding the terms and the execution of the obligations arising from it, this new agreement can be regarded as a condition of the original contract. This is because the parties have made modifications to the contract, establishing a sufficient connection to warrant the use of the term "condition" to describe it. In another argument presented by one of the professors, it is asserted that the additional condition mentioned after the contract, if it is an independent commitment and obligation, is considered a primary obligation. However, if the condition is related to a former contract, such as a condition of description or termination, it is deemed to have no influence or effect, according to the majority opinion of Imamiyyah jurists. This viewpoint is based on the principles of the rule of will. Is. This conclusion is justified because the subsequent condition cannot be included in the preceding contract. According to our law, the key factor in determining the validity of a contract is the mutual agreement and will of the parties involved. If the parties decide to include an additional condition to an existing contract, it can be argued that the party with the authority to make decisions on behalf of the organization has effectively modified the original contract. In accordance with the principle of implied will, both the original contract and the added condition must be fulfilled. (Abdian, Bita, p. 12) According to some sources, an "additional condition" is a secondary obligation that is added after a contract has been made. For example, if the parties agree on a new deadline for implementing the contract after it has been concluded. This additional condition can be seen as one of the terms of the original contract (Saraf, 2001, p. 36).

The Principle of Sovereignty of the Will

Article 10 of the Civil Law upholds the principle of sovereignty of the will and freedom of contracts by stating that private contracts are legally binding for those who enter into them, as long as they do not explicitly violate the law. Consequently, our laws, like those of numerous other countries, recognize the principle of the supremacy of individual will (Safaei, 2008, p. 48).

The Continuance of the Contract and the Potential for Incorporating Stipulations

The law recognizes that the wills and desires of the parties involved to establish a credit can be considered as a valid influence, as long as it is authorized by the legislature. It is not subject to scrutiny according to the regulations governing materiality. The argument presented signifies the conclusion of the drafting and contracting phase between the parties, but it does not serve as evidence to hinder the modification of the contract provisions (Alavi Qazvini and Vakili Moghadam, 2009, p. 144).

Renowned legal scholars have rejected this viewpoint. Mohaghegh Khoui argues that conditionality is not solely determined by comparing two obligations. Instead, the underlying cause of this relationship is the temporary suspension of the original contract, which is contingent upon an implicit obligation (in the form of a condition (Khoui, 1414 AH, 200).

"Jurisprudential works suggest that the relationship between contract and condition can be understood through two main perspectives:

1- The mere existence of a condition in another agreement

2- Presence of a connection and adherence

Upon analyzing the contractual conditions and customary understanding, it appears that the first opinion is not regarded as independent when compared to the second opinion. The establishment of the conditional relationship is primarily dependent on the connection and subordination of the contract.

Some jurists argue that the presence of both a contract and a condition is not necessary to establish a condition in a contract. (Ansari, 2004, p. 25).

Non-Contradiction to Pacta Sunt Servanda

pacta sunt servanda does not apply to additional terms and does not include permissible contracts or consent contracts based solely on permission to another. If parties are legally allowed to review a contract and replace obligations, the issue of faithfulness to the covenant will change accordingly, becoming the liability of the new obligation of the parties. (Alavi Qazvini and Vakili Moghadam, 2010, p. 148)

Condition

The term "condition" is used in the context of Shariah law to refer to a specific concept. According to its lexical meanings and usage, a condition is defined as an Arabic word that signifies a requirement or stipulation. It is important to note that the plural form of "condition" is not " stipulation," but rather " condition " itself. Additionally, in the context of Sharita, the plural form of " stipulation " refers to a cloth strip or ribbon. (Firouzabadi, Beta, p. 368; Ruifei Afriqi, 1408 AH, p. 298).

As found in the dictionary, it can be used both as an infinitive and as a noun, each with distinct meanings. As an infinitive, condition refers to actions such as tearing, scratching, stabbing, spearing, splitting, making a promise, and binding and committing. As a noun, condition refers to the act of damaging a seam, what one is committed to, and the covenant and faith.

Among the literal definitions listed above, jurists have identified meanings such as obligatory and in accordance with its uses in jurisprudence. Based on this, they have established the condition.

The term "condition" is commonly associated with legal obligations. Some linguists argue that "condition" implies an absolute obligation, whether it is explicitly stated in a contract or not. Others interpret "condition" as referring specifically to requirements and commitments outlined in a sales contract. (Firouzabadi, B. Ta., p. 366)

Sheikh Ansari disagreed with a dictionary book that interpreted a condition in a contract of sale as an obligation. He argued that the condition should be understood correctly based on evidence of its application to the initial condition. Although he did not consider the initial condition to be binding, he believed that the book's interpretation of the condition as binding in the contract was not supported by evidence. (Ansari, 2004, p. 11)

As previously mentioned, the term "condition" has multiple definitions in the dictionary. However, jurists have specifically focused on two of these definitions and have derived the meaning of "condition" from them.

1- relation and connection

2- requirement and obligation

There appears to be no contradiction between the latter two definitions of the term "condition" (relation and connection, requirement and obligation), and the term can be understood as both a requirement and a related necessity. (Isfahani, 1418 AH, p. 103)

Since the conditions of the contract are determined by the parties involved, it is important to interpret the obligations and commitments of these conditions in a literal sense. Most lexicographers have also interpreted them in this way. However, it is necessary to consult jurisprudence for a more comprehensive understanding. It is important to note that this statement does not imply that basic obligations are not binding. Believing in the truth of the condition and basic obligations does not automatically make these obligations binding. For instance, Imam Khomeini does not consider basic obligations as a condition, but he does emphasize their mandatory nature. (Mousavi Khomeini, 1425 AH, p. 202)

Conditions for Validity and Consequences of Incorporation to the Contract

Possible Condition

The primary objective of a conditional contract is to satisfy the condition. If an obligation cannot be fulfilled according to customary norms, it becomes futile. Additionally, the law recognizes the ability to terminate as one of the fundamental requirements for contract validity, as stated in Article 232, paragraph 1. This provision asserts that a condition that is impossible to fulfill is indeed included in the condition's execution.

The Advantageous Condition

In the second paragraph of Article 232 OF CIVIL CODE, one of the conditions that render a contract void or non-void is described as follows: "a condition in which there is no benefit or advantage". According to this

paragraph, under civil law, the presence of a benefit is required for the condition to be valid. The benefit of the condition refers to the existence of a reasonable purpose behind it. (Katouzian, 1387, p. 154).

Valid Condition

According to Article 232, Clause 3 of the Civil Law, an "illegal condition" is defined as one of the conditions that are considered invalid. From this statement, it may be inferred that the Civil Law regards the legality of the subject of the condition as being valid.

Legitimacy of Former Contract

Supplementary conditions are additional provisions that are included in the contract. These conditions are closely related to the main contract and have a significant impact on its validity. The purpose of the Supplementary Conditions is to review and modify certain provisions or attachments of the contract. This process involves making the previously agreed-upon terms effective and requires the explicit agreement of all parties involved. It is also important to provide evidence to ensure the authenticity and validity of these additional terms. This helps to maintain the credibility of the contract and ensures that it is free from any defects.

The Explicit Incorporation of Supplementary Clauses into the Former Contract.

Upon the contract's completion, the parties have the opportunity to review and modify its provisions based on supplementary conditions during the contract's validity. Revision is appropriate when the agreement's provisions are connected to past events. Therefore, the creation of the aforementioned can only be ordered in this specific scenario, as explained in our former discussion on the relationship between the condition and the contract.

Negative Conditions

Condition Contrary to the Requirements

Paragraph 1 of article 233 of the civil law includes a list of conditions that are considered invalid and void. Among these conditions is one that goes against the requirements of the contract. In Iran's legal tradition, the contract is of primary importance, and any provisions that deviate from the agreed-upon terms are rejected.
Put simply, the main focus of a contract's definition of its essentials is the purpose for which the contract is created and required by the parties involved. Any condition that goes against these essentials contradicts the fundamental requirement and purpose of the contract. An example of such a condition is the prohibition of sexual intercourse between a woman and her husband in a contract.

Unclear Condition which Causes Ignorance of the Considerations

Some law professors, with regard to Article 322 of the Islamic Law, which is derived from Imamiyyah jurisprudence, are of the opinion that only conditions are void that are either impossible to fulfill or include conditions that have no rational or legitimate benefit or benefit. And only a condition of the contract is void and void if it is against the requirements of the essence of the contract or is unknown and ambiguous in such a way that its ignorance and ambiguity causes ignorance to one of the parties, so the opinion of the other conditions, even if they are unknown, because they have a secondary aspect and the main contract follows It is not invalid and it does not harm the original contract either. The detailed knowledge in Article 216 OF CIVIL CODE is not necessary to determine the validity of the condition in the contract. There is a difference in Imamiyyah jurisprudence, but apparently the evidence of Imamiyyah jurists agrees with this opinion, of course, as Sahib Javaher said that the unknown condition can be considered true if it can be recognized and resolved at least at the time of implementation. Otherwise, its implementation is impossible and as a result the condition is void.

Post-Contractual Agreements

As previously mentioned, it is possible to add accurate terms and agreements to the existing contract, while incorrect and dishonest terms and agreements cannot be included. Therefore, when discussing the impact of additional agreements on the existing contract, the discussion regarding the effects of invalid conditions compared to the former contract was excluded. Instead, the focus is on the effects of other conditions included in the contract, which will be examined in two parts based on their validity and invalidity.

Post-Contractual Agreements Pertaining to the Contract

Modifications to the Contractual Obligations

Additional terms are sometimes used to modify and update the obligations stated in the former contract. Essentially, after the contract is signed, the parties may realize that certain items mentioned in the contract need to be altered and revised. While it is not feasible to list all possible scenarios for contract revision, the most significant examples in this area will be examined.

Adjust the Price Upwards or Downwards.

One of the common examples of contract revision is the change in the price of the transaction. As we know, the price is one of the pillars of the contract of sale, and according to the professors, if the parties decide on the main pillars of the contract, it means that the parties will change the main pillars of a new agreement. It should be considered that the parties have canceled the first contract and concluded a new contract, and there is no debate about this. If we believe in this point of view, it is not possible to increase or decrease the price through additional terms, but it is a point that should be noted. Even according to this point of view, since minor changes can be ignored from the point of view of custom, it can be done through additional conditions, in Imamiyyah jurisprudence, since the contract is terminated by acceptance and acceptance, it is not possible to change the price of the transaction. As a result, if the seller At the customer's request, reduce the price, what happens is an excuse. Abu Hanifa believes that if a part of the price of the contract is reduced by the subsequent agreement of the parties, it will be added to the contract and a change in its meaning will be made, but the reduction of the entire price is considered as an excuse and is not effective in the contract. Addendum and validity of the terms are the validity of the addendum terms. which is consistent with the selected opinion in this research. On the other hand, if there is an agreement, the amount of the price will be increased, taking into account that the additional conditions are invalid and invalid in Imamiyyah jurisprudence, according to the opinion evident in Imamiyyah jurisprudence, it will be additional to the amount of the price of an independent sale that is made by the buyer and the seller and is not related to a former contract.

Examination of Contractual Liability

One common way to revise a contract and its Contractual liabilities is through non-liability conditions. These conditions can be added to the contract after the main contract has been concluded, and they are considered valid and can modify the provisions of the contract. It is important to note that since there is a conditional relationship between the main contract and the attached agreement, all provisions related to the condition in the contract also apply to the attached agreement. Therefore, if the main contract and its condition are considered formal according to the law, such as requiring a formal arrangement for validity, the parties must also agree on the liability aspect.

Contract Guarantees: Examination and Modification

Upon the completion of the contract, the parties have the option to agree on removing the property that was used as collateral from the mortgage and designating it as a general mortgage. Alternatively, they may choose to add another property to the existing mortgage. This second option, known as a double mortgage, does not involve obtaining a new loan but is solely intended to enhance the religious guarantee that was previously established. (Alavi Qazvini and Vakili Moghadam, 2010, p. 155).

Extension of the Agreement

The parties have the ability to modify the contract in a broad sense with regards to the deadline in transactions. This is similar to converting a cash sale into a loan.

In legal cases, the relationship to the former contract is crucial. If the connection to the contract revision is not acknowledged, any agreement made will be meaningless and invalid. This is because the provisions of the agreement cannot be established independently from the former agreement, and there is also the possibility of altering the guarantee. Article 401 OF CIVIL CODE cannot be invoked in this scenario, and it is necessary for the option to be certain in order for the transaction to be deemed invalid. Adding a new condition to the contract is only permissible during the contract assembly, according to some, as the assembly is considered equivalent to the contract itself. However, this is not possible at other times. (Alavi Qazvini and Vakili Moghadam, 2010, p. 156).

Impacts of Post-Contractual Agreements on the Involved Parties and Third Parties

Article 238 OF CIVIL CODE addresses the issue of coercion of a person who is obligated to fulfill a condition in a contract. It states that if the condition is a requirement of the contract, the obligated party must fulfill it. If the other party violates the contract, the obligated party can demand enforcement of the condition. Furthermore, Article 238 of CIVIL CODE emphasizes the exceptional nature of terminating a contract. It states that if the condition in the contract cannot be fulfilled by the obligee, but can be fulfilled by another person, the possibility of fulfilling the condition by someone else takes precedence. The article allows for justifiable reasons to be provided for this action, at the expense of the original obligation.

One common example of a condition on a verb is when a debtor is required to provide a guarantor or pledge money to the creditor. This condition is specific to loan contracts, but it can also be present in other types of contracts where a guarantor or pledge is needed. In Civil Law, articles 242 and 243 address the guarantee of enforcing violations of such conditions.

1- When considering the requirements for granting a mortgage, it is important to differentiate between two scenarios: one where the property being mortgaged is secure and intact, and another where there is uncertainty about the ownership or loss of the property. Article 242 of Islamic Law addresses this uncertainty. The provisions of this article do not contradict the ruling stated in Article 791 OF CIVIL CODE, which states that "if the pledged object is destroyed by the actions of the borrower or someone else, the person responsible for the destruction must compensate for it, and this compensation will be considered part of the mortgage." However, Article 242 OF CIVIL CODE deals with the situation where the destroyed property is unencumbered and must be mortgaged as a result of legal proceedings, while Article 791 OF CIVIL CODE refers to the property that is already serving as collateral when it is destroyed.

Article 243 states that if a contract includes a condition for a guarantor, and that condition is not met, the guarantor has the right to terminate the transaction. The article does not mention the requirement to apply for the fulfillment of the condition, possibly because it is assumed that no one will be willing to guarantee the debtor until they request it. Similarly, Article 379 OF CIVIL CODE reiterates the same principle regarding guarantees and mortgages in relation to the request for payment and the understanding of the sale.

The Impact of Post-Contractual Agreements on Third Parties

The effect of the contract on third parties in the case where the contract creates an obligation reaches the lowest level, so much so that some people deny it. As Article 183 has looked at the contract from the same point of view. (Katouzian, 2007, p. 314) From the appearance of Article 196, it follows that the condition for the validity of the obligation for the benefit of the third party is that the two parties make a special transaction and at the same time condition the obligation in question accordingly. But this inference does not seem correct because according to Article 10 of the Civil Law, the consent of individuals is sufficient to establish any legitimate religion, but it is not necessary for the parties to first create a certain contract between themselves and make an obligation for the benefit of a third party as a condition attached to it (Katouzian, 2007, P. 318) The additional agreements of the parties cannot destroy the acquired rights of other people who were not involved in the additional agreements. If two partners transfer their share to a third party with the will of selling it, the other partner has the right to pay him the price given by the customer and own the sold share. This right is called the right of intercession, and its owner is called an intercessor.

Conclusion

It was found that the amendment of the contract which is based on the inclusion of the condition of the contract in the contract is not actually a revision of the contract in its special sense, because in fact the assumption of revision of the contract is in line with the implementation of the condition included during the conclusion, while In changing the terms of the contract by means of agreements after the contract, in fact, the parties to the contract without any consent and agreement regarding this matter, when concluding the contract, revise the terms of the contract, in other words, in the assumption of the subject of the research, the principle of agreement regarding the change of the terms of the contract and Also, the implementation of the agreements made in this regard are subsequent to the contract, but in the assumption of modification of the contract, the agreement regarding the change in the provisions of the contract was made during the conclusion of the contract, and only the implementation of this agreement is prior to the conclusion of the contract.

The distinguishing characteristic of supplementary agreements, as opposed to rescinding, is that when the parties agree on modifying the main elements of a contract, it should be regarded as the parties rescinding the

original contract and entering into a new one. This distinction is not up for debate. However, if the parties modify the conditions related to the main obligations, rather than the elements themselves, such an agreement cannot be categorized as rescission, but rather as a supplementary agreement. In conclusion, the differentiation between rescission and supplementary agreements is evident in the following three scenarios.

A- The presumption is that the parties involved in the post-contract agreement do not have the will to terminate the former contract. Instead, they aim to subject the former contract to a new obligation and modify its contents.

B- The presumption is that the agreement between the parties pertains to modifying the terms of the contract, specifically the principal duties, rather than the fundamental features of the contract.

C- The assumption is that the agreement between the parties following the contract is intended to make only small modifications to the contract variables, specifically by adding or subtracting from them, rather than making any fundamental changes to the contract variables.

The validity of the addition agreements to the contract has been established based on the following reasons:

First, based on the principle of the sovereignty of the will and considering that in law, the inner will of the contracting parties and the intersection of their common will and will is the constitutive element of the contract, so if the parties make the next condition by joining the former contract, it can be said that due to the power The common will in concluding contracts is actually the next condition that adds something to the former contract, and according to the principle of sovereignty of will, both the former contract and the added condition must be fulfilled. Public order has been formed in order to preserve the fundamental values and concepts of every society, and a discussion such as adding or not adding a condition to a contract can never be discussed in this sense, for this reason, citing this concept except in certain limited cases is contrary to legal discipline. In the present laws, according to the position of the principle of sovereignty of will, if the parties by agreement and will link one obligation to another obligation in such a way that the two cannot be considered independent from each other, then the relationship of conditionality has been established, and this is sufficient to create the spiritual condition of the contract. slow

Second, just as the parties can cancel the entire contract after the contract, they can change one of its appendices and conditions, that is, one of the secondary agreements of the contract, and revise it through supplementary agreements, for example, the main obligation in the contract of sale and transfer. but the quality of the seller's delivery is a secondary obligation that the parties can change the way of the seller's delivery by means of a stipulation after the supplemental contract - also the possibility of Reza's belonging to the past also confirms the above analysis, which means that there is this ability in law that belongs to Reza Amri is welcome in the past, as the testator acts in the will, and it belongs to Reza Amri in the past, such as the owner's lease in a prudish transaction. It does not have any legal effect, and by enforcing the current consent of the owner, the former contract will be completed from the moment of its conclusion, and the legal effects of the contract will be imposed from the day of its conclusion, and this indicates that the rules governing credits should not be in accordance with the principles governing the material world. As a result, when a consent has the ability to make a decision about something that happened in the past, it can be said that in our discussion, the sum of the two consents of the parties also has the ability to revise the previously concluded contract. In other words, the will and consent of individuals in law has the ability to affect the past and its movement in time can be the origin of legal effects. As a result, it should be said that since the criterion in our law is the inner will of the contracting parties, the element of the contract is the will of the parties. The connection between the additional condition and the contract is not important, the time of the connection between the condition and the contract is not important, and the mentioned condition should be considered as one of the conditions included in the contract.

When considering additional conditions, it is pointless to discuss the impact of an invalid condition on a contract. This is because the invalid legal act does not actually exist in the realm of credit. It is not possible to incorporate something that has not occurred in the world of credit into an existing credit matter or a former contract.

Based on the analysis provided, the discussion pertains to the connection between the condition and the contract, as well as the reciprocal impacts they have on each other in relation to additional conditions. It is only the supervisor who has the authority to approve and enforce additional conditions that are deemed correct and valid. This is because if the former agreements in the contract are nullified, there is essentially no basis for adding anything to the existing contract.

Accordingly, the contract can only be revised if the changes do not fundamentally alter the nature of the original agreement and do not render it invalid due to a useful condition, specifically condition -115-. This means that additional conditions can only be applied to a contract that was properly executed in the past, without

the ability to change the essence of the original contract (such as converting a sale into a lease) or due to a corrupt clause. The same analysis applies if the subsequent condition invalidates the former agreement, so if the contract revision involves usury, it is not valid and is considered incorrect.

The primary impact of supplementary agreements, similar to other bilateral legal instruments, is the commitment of both parties to comply with its contents. According to Article 219-Q-M, the parties are obligated to adhere to the provisions of bilateral legal instruments:

"Contracts that are created in accordance with the law are legally enforceable agreements between the parties involved and their authorized representatives."

The identification of the main effect relies on the assumption that the terms of the contract are determined. It is understood that any agreements made after the contract fall under the category of additional conditions, which are considered a natural part of the contract. These additional conditions, including the requirement for complete satisfaction, are necessary. When an additional condition is expressed using the term "condition," it is easy to understand the requirement imposed by the condition's provisions. In other words, if it is possible to include these conditions in the contract, their inclusion depends on the accuracy of these conditions. Once a condition is added to a contract, the provisions of the condition are automatically fulfilled, and its execution is ensured.

If there is an agreement that includes an obligation for the benefit of a third party, any additional conditions added to the contract should only pertain to that obligation. It is important to note that these additional agreements can only expand on the existing obligations and cannot remove or diminish them. This is because the scope of the agreement should be limited to those directly involved and should not infringe upon the rights of others.

Additional agreements between parties cannot invalidate the rights of third parties who were not party to the agreement. For instance, as stipulated in Article 808 of the OF CIVIL CODE, when two individuals jointly own a divisible immovable property and one partner intends to sell their share to a third party, the other partner has the right to purchase the share at the price offered by the customer. This right is known as the right of intercession, and the person exercising this right is referred to as an intercessor.

When the intercessor receives the price offered by the client, they get ownership of the share being sold. If, after the sale contract is concluded and before the intercessor's intervention, the parties to the contract include an additional amount to the selling price through supplementary provisions, it is understood that we have accepted the parties' agreement in the sale contract. The price is increased by a certain amount and then added to the existing contract. According to this, the guarantor must provide the seller with the increased price amount in order to earn a portion of the sale. However, the extra requirements cannot be used to invalidate the rights acquired by others. The preceding contract stipulates that the extra agreement does not affect the intercessor's right in order to avoid conflicting with the acquired rights of others. Hence, in any situation where the supplementary conditions conflict with the vested rights of others, their inclusion in the preceding agreement does not impact the vested rights of others. It can be legally enforceable and obligatory within the additional terms.

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