

EXPLAINING THE CONDITIONS OF REALIZATION OF RESPONSIBILITY IN REPAIRING DETRIMENTS CAUSED BY VOID TRANSACTIONS

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ABSTRACT

The purpose of the research. The purpose of the article consists in determination of the current international legal regime of the territory of Crimea for further proper argumentation of Ukraine's position in interstate disputes with the Russian Federation. Main content. Various forms of foreign military presence on the territory of a state have been studied, such as: occupation, conquest, deployment of foreign military bases, annexation, etc. Determined are signs that characterize the legal regimes of occupation and annexation and their international regulation. Methodology: Review of materials and methods based on analysis of documentary materials of the annexation of Crimea on the part of Russia. Conclusions. Characteristic features of annexation being currently a kind of aggression crime include unilateral declaration of state sovereignty over a territory which have not been a part of this state, as well as the legitimation of annexation through de facto ownership of a territory and international recognition of this fact. According to the international law, there is currently no legal mechanism for the transfer of sovereignty over territory to an aggressor through annexation.

Keywords: annexation, conquest, foreign military presence, occupation, sovereignty.

Explicando as condições de realização da responsabilidade na reparação de danos causados por transações nulas

RESUMO

O objetivo da pesquisa. O objetivo do artigo consiste na determinação do atual regime

jurídico internacional do território da Crimeia para posterior argumentação adequada da posição da Ucrânia em disputas interestaduais com a Federação Russa. Conteúdo principal. Foram estudadas várias formas de presença militar estrangeira no território de um Estado, tais como: ocupação, conquista, implantação de bases militares estrangeiras, anexação, etc. Determinam-se sinais que caracterizam os regimes jurídicos de ocupação e anexação e sua regulamentação internacional. Metodologia: Revisão de materiais e métodos com base na análise de materiais documentais da anexação da Crimeia por parte da Rússia. Conclusões. Os traços característicos da anexação ser atualmente um tipo de crime de agressão incluem a declaração unilateral da soberania estatal sobre um território que não fazia parte deste estado, bem como a legitimação da anexação por meio da posse, de fato, de um território e o reconhecimento internacional desse fato. De acordo com o direito internacional, atualmente não existe um mecanismo legal para a transferência de soberania sobre o território a um agressor por meio de anexação.

Palavras-chave: anexação, conquista, presença militar estrangeira, ocupação, soberania.

Explicación de las condiciones de realización de la responsabilidad en la reparación de daños causados por transacciones nulas

RESUMEN

Siempre que se cumplan las condiciones básicas de exactitud del contrato y las condiciones específicas necesarias para la exactitud de algunos contratos y el contrato no contradiga el orden público y la buena ética, el principio es la exactitud de los contratos. En caso de pérdida o incumplimiento de alguna de estas condiciones, el matrimonio será inválido. La invalidación del matrimonio tiene algunos efectos, incluida la responsabilidad de una de las partes del contrato inválido en compensación por los perjuicios a la otra parte del matrimonio. La responsabilidad derivada de un contrato nulo y la obligación de indemnizar los perjuicios que se deriven del mismo es de origen extracontractual. Para lograr el propósito de la responsabilidad civil, es decir, compensar íntegramente los perjuicios, es fundamental determinar el mejor método de compensación que los tribunales en cada caso consideren una compensación relativa y evitar compensar de cualquier tipo y ordenar el pago en efectivo de los perjuicios en todos los casos. En caso de incumplimiento de una obligación, es concebible que se viole la obligación, que tiene una variedad de tipos e incluye la responsabilidad civil o coercitiva, la responsabilidad contractual, la responsabilidad penal y moral. Las condiciones para la realización de la responsabilidad son: indiscutibilidad, franqueza, personalidad, falta de compensación previa, previsibilidad y detrimento del legítimo derecho a ser perjudicado, en este trabajo se intenta utilizar el método descriptivo-analítico y el estudio bibliotecario. condiciones de realización de la responsabilidad en la reparación de los perjuicios causados por transacciones nulas para discutir.

Palabras clave: Contrato, nulo, transacciones nulas, reparación de perjuicios.

1 INTRODUCTION

One of the goals of the excellence of law is to establish justice among people in society with whatever rank, status and status (Katouzian, 2007, 31) according to the rule of law, there is no harm in Islam and therefore it is said that "no harm should be left without provision and compensation." (Jafari Langroudi, 1993, 369)

So if a person intentionally or inadvertently inflicts detriments or detriments to another person due to negligence, shortcomings or violations or non-compliance with governmental systems, he/she should be able to repair and compensate it and the affected person should be reinstated in the situation and conditions that were before the detriment was done and restored to the former state.

The subject of the event can also be considered as an intellectual rule, according to which the rational public of human societies will affirm that if one person inflicts detriment or harm on the other, he/she must be able to repair and compensate for the detriment and to the extent possible to eliminate the harm so that justice is done to both sides and is fully respected and so called The right to be right.

The provision, compensation and repair of detriments in the science of law is so important that it has been investigated, analyzed and investigated in various branches of law, including criminal law (issues of blood money, rejection of property, payment of detriments to an innocent person who has been unduly detained, etc.) and in private law (contractual responsibility and civil liability) and certain rulings and laws have been allocated to it.

The result of the discussion in the field of civil liability is manifested because when a contract or transaction is deemed void and there is a loss or detriment to the person for the invalidity and non-implementation of its provisions, since at the time of the loss, there is no other contract or transaction that can be based on the claim for detriments or losses, so the subject of our discussion is out of the inclusion of contractual liability Be.

In some cases, the parties conclude a transaction or contract that may be concluded for a variety of reasons, such as: contrary to the public order and good morals of the transaction, lack of intention of essay, mistake in the intentional cause of the contract, lack of domesticity, lack of legitimacy for the transaction, the condition contrary to the nature of the contract, the unknown condition that causes ignorance to the awaddin and the lack of authority of the owner in the transaction of

voyeurism, by the legislator is nullified and this can cause detriments. or losses are made to one of the parties to the transaction or one of them.

1. The concept of detriment and its types

detriment in the DEHKHODA dictionary are expressed as misguidance, waste, detriment, loss and loss of the merchant in his business and his neglect (Dehkhoda, 1998, 523).

Regarding the terminology of detriment and loss, Dr. Katouzian has written poems that "wherever a defect in property is caused or a certain benefit is lost or detriments the health, dignity and emotions of the person, he says that there has been a loss. Reducing certain assets and preventing its increase in any way is a reference to him (Katouzian, 2009, 219).

1.1. Material Detriment

Iran's codified laws and regulations, including civil law, civil liability law, and civil procedure law, are not defined as material detriments.

Some have defined material detriments as: "Material losses can be defined as deductions of wealth and property" (Mehrabadi, 2013, 10).

This definition is flawed because this definition does not prevent the entry of the property because it includes any type of asset deduction, while the legislator's considered loss is the deduction of assets that are imported from the third party (other than the owner) illegally and are caused by intentional or carelessness, and this law has legitimized and recognized this right.

While this definition also includes losses from the owner's own area. Material detriments can be defined as losses from the third party intentionally or out of carelessness to property and financial rights that deduct lost assets and can be calendared to money, as well as detriments to compensation for losses.

Material detriments can include loss, loss of property or benefit or financial right, as stated in Article 728 of the Law on Civil Proceedings, loss of property or death of benefit from non-realization of the obligation.

1.2. Spiritual detrimento

Spiritual detriment means harming and harming non-financial and immaterial interests. Therefore, detriment to emotions, personal credits, honour, dignity and psychological detriments can be considered as a part of spiritual detriments..

Article 10 of the Civil Liability Act states:

"A person who detriments his personal and family credits may seek compensation for his/her material and spiritual losses, wherever the importance of loss and proliferation requires, the Court may, in the event of proof of fault in addition to issuing a judgment on financial detriments, issue a sentence to the elimination of losses through other means such as the obligation to apologize and insert it in the press and so on."

It is necessary to compensate for the spiritual loss of the magistrate, the magistrate can pay the amount which is proportionate to the spiritual loss as the civil punishment of the person who has committed a crime and condemns the perpetrator to the loss (Najafi, 2014, 25).

1.3. The concept of restoration and compensation

Compensation literally means retaliation and steadfastness of the detriment, but restoration literally means restoration, rebuilding and correcting something.

Detriment is an illegitimate detriment to the rights that one person inflicts on the other, and because of the illegitimateness of the detriments, the order of society and justice requires that all detriments to the loss be compensated or repaired. Partial reparation of the detriments of justice will be partial and injustice will be partial.

According to the author in compensation, detriments and losses are compensated in full and inexorable, and in other words, the detrimentd person must be in exactly the situation before the detriment is done, in this case they say that the detriment is compensated, but it is not in the restoration of this species, and restoration means restoration or modification of something, and in fact, in the repair of the person in a situation exactly like The situation is not before the detriment is entered, but all the efforts of the rights are to compensate as much detriment and detriment as possible, because in many cases there is no possibility of full and uninterrupted compensation of the detriments, and we are only trying to repair it as

much as possible.

The judge, as a result of the sentence, shall issue a judgment in a way that puts the detrimentd situation in the state and the situation before the occurrence of the harmful act, and if there is the possibility of full compensation, the detriments and detriments must be fully compensated.

For example, if a person has destroyed another item and has wasted it and the goods or objects of the property are the same, the judge will make an objective compensation as a verdict, i.e. the person who has wasted the property is obliged to prepare and deliver it to the owner like the wasted property, and in this way the detriment is fully compensated.

And now the person has the same type of goods again and has returned to the former situation, but if there is no possibility of objective hebron, then the loss-making person should be placed in the closest possible situation to the situation before the harmful verb occurs.

2. CONCEPT AND DEFINITION OF RESPONSIBILITY AND ITS TYPES

Responsibility in the word, in the sense of questioning, is questioned and means separation of obligation.

The word "responsibility" in the word "forged infinitive" and from the root of the question means responsibility , responsibility , commitment and accountability, and the responsible person who is the object's name, meaning, "questioner from him", "questioned"."Asked," "requested," "required," and "desired" are mentioned (Dehkhoda, 2010, 2002).

In other words, it is an expression of one's legal obligation to repel another loss he has caused, whether it is derived from his own fault or from his performance (Jafari Langroudi, 2009, 1261).

Responsibility is the situation and conditions in which a person is held responsive to the verb or leave the verb according to the law.The give.

This accounting may be the result of a verb or a break in the verb as a result of violations of the rules of the subject matter of the kiferi or violation of the contract (whether either ible or uncruly) or violation of the rules and regulations of the profession and a guild.

2.1. Civil or coercive liability

Civil liability, as part of legal liability, is the obligation and obligation that a person has to compensate for the losses inflicted on another person, including the loss mentioned as a result of the action of the person responsible or the action of the persons belonging to him or her or the result of objects and property owned or possessed by him (Husayninejad, 13).⁸⁹ (13).

It has long since become known as a fact that anyone who harms another should seek to remedy it. By fulfilling the obligation of the responsible person or executing his/her or her family bag, he will be obliterated.

Therefore, it should be noted that the use of responsibility is more widespread than responsibility. For example, in marriage responsibility and swap responsibility, one cannot use the term liability (Jafari Langroudi, 2013, 3324-3325).

Responsibility implies discretion. A free and sane person is aware of the consequences of his actions and is responsible for it.

Therefore, the responsibility of the person to compensate for the actions of the self-rule is natural and agreeable. Civil liability is not a direct result of legal action at all (Katouzian, 2014, 34).

Civil liability arises when a person harms another right without legal authorization and is harmed by it, no matter whether the act that caused the loss is a crime or a tort. In any case where the person is responsible for other compensation, he or she has civil liability and is a guarantor.

There has been a logical and just rule from the past that "anyone who harms another should compensate for it, unless the detriment is other than the rule of law or the harm done to the person does not appear unconventional" this rule is like the rule of "I ethlif mal-around fahu lahdu guarantor" in jurisprudence. Civil liability, as a responsibility of the implementation of civil rights, plays an important and sensitive duty in the application and promotion of the rights of individuals and ultimately the regulation of social relations and rights.

In common law, civil liability is a civil error that is mostly expressed against individuals (whether natural or legal persons) and is less likely to occur against governments (Darabpour, 2008, 67-99).

In this legal system, the term liability is intertwined with error and fault and

is referred to as liability arising from errors or rights of errors (Katouzian, 2016, 47).

2.2. Contractual and non-contractual liability

Contractual liability arises as a result of breach of an obligation arising from the provisions of the contract. The one who does not fulfill his promise and thereby causes detriment to his ally, must bear the detriment he has caused.

Non-contractual civil liability, or in other words, arising from a crime or tort, is required to compensate for detriments caused by an illegitimate event that occurred outside the contract (Safai, 2000, 536).

Liability arising from detriment to another arising from a breach of a legal duty; For example, a driver hits a pedestrian and injures him due to speeding. In Iranian law, the sources of civil liability are waste and compensation.

Loss is when a person directly loses another's property; That is, in this work, the steward is wasted, but in directing the person directly, the steward is not the waste of property, but provides the preconditions for wastage.

And there is no need to prove guilt (Article 328 of the Civil Code). It is the same or the benefit, and if it makes it incomplete or defective, its responsibility is the price defect of that property "(Parsapour et al., 2006, 24).

In Tasbib, contrary to what was mentioned in the waste, the existence of fault is a condition for creating responsibility; This means that the act that caused the detriment must be improper.

Although the necessity of fault in this case is not clearly stated in any article of the Civil Code, in some of the examples the liability is conditional on the cause of the error in Article 334 this time.

It is also stated that "the owner or possessor of the animal is not responsible for the detriments caused by that animal unless he has made a mistake in protecting the animal."

Also, in Article 333 of the Civil Code, the owner is liable for detriments caused by the destruction of a wall or a building or a factory, depending on his negligence.

At present, according to Article 1 of the Civil Liability Law approved in 1960, the basis of civil liability based on fault has been established and as a general

rule, detriment to another must be caused as a result of intentional or negligent.

According to this article, "anyone without legal permission intentionally or as a result of negligence harms the life or health or property or liberty or prestige or business reputation or any other right created by law for individuals that causes harm. "Any other material or moral detriment is responsible for compensating for the detriment caused by his action."

Therefore, with the passage of this law, fault is not the sole basis of civil liability and other types of responsibilities, such as the liability of wasting another's property, remain as an exception to the principle (Katozian, 2014, 133-139).

2.3. Criminal Liability

The obligation of a person to respond to the attack on others, whether for the protection of individual rights or for the defense of society, is expressed as "criminal responsibility" or "criminal responsibility".

Nevertheless, in none of the penal laws, both in the past and in the present, the legal nature and definition of criminal responsibility have been clearly defined.

Therefore, criminal responsibility is a kind of personal obligation to respond to adverse effects and consequences of criminal phenomenon or crime.

Therefore, criminal responsibility is based on intent and malice. If the subject of the harmful act is punished, the verb is considered a crime.

When an act is a crime that has a spiritual element and a material element. In addition, the law should consider this act a crime and punishable by punishment.

Of course, in the Islamic system, to prove criminal responsibility, not only the crime is not enough, but the realization of responsibility depends on the fact that the criminal act is due to the will of the wise, mature, disciple and the perpetrator, and the existence of these conditions is necessary for the perpetrator, as well as the question of personality in criminal responsibility is one of the most important characteristics of the Islamic criminal system, in fact, everyone is equal to the principle of personal responsibility exclusively to the perpetrator, not the persons who are responsible.

Who did not intervene (Ahmadpur, 1400, 21).

2.4. Disciplinary Responsibility

Responsibility arises when the current act or omission is against the law. Now, if a person's violation of the law relates to the laws relating to the employment system, it is called law enforcement responsibility. The responsibility of law enforcement is the responsibility of a particular profession and profession, which is responsible for law enforcement if the persons who are working in that job are involved in their specific occupational systems and regulations.

This is if another person who is not engaged in this profession is not responsible for leaving the current or act, except by the general law of that act or abandonment of the verb is a crime or a cause for compensation.

2.5. Moral Responsibility

Moral responsibility is a responsibility that the legislator has not paid attention to and only responsibility's internal and conscientious enforcement. It is merely the image of responsibility for God or the man himself or his conscience and does not responsibility legal enforcement. Moral responsibility has an internal and personal aspect and in order to be responsible for the subject of loss, his thoughts and consciences should be examined.

Moral responsibility requires that a person behaves in his or her own thoughts and consciences, which will not be held accountable if the person's action is in good faith, but if the intention and loan are morally anomaly, he will be held responsible.

There are streaks of politics in the laws, but not in ethics. For example, the most important manners and ethics of the physician are honesty and the way of gentle treatment of the patient.

The moral and civil responsibility of medicine has a general and special relationship with me.

The physician's moral responsibility in some cases may interfere with criminal liability and be considered a crime, such as the disclosure of medical secrets which are a crime in accordance with the Penal Code and punishable by punishment (Admiralty Time, 2002, 37).

In addition, Moral responsibility is the questioning of conscience from the

wrong.. Moral responsibility is the ability to make decisions, implement and respond to one's conscience.

This responsibility is based on values and ethics, religious beliefs and even the impact of past laws (Salehi, 2012, 45).

If a person commits a fault and a breach of obligation, he or she cannot be impeached by the authorities on the basis of conscience, because it is at odds with the legal liability which means that the law is in accordance with the custom of the authority (Parsapur et al., 2006, 22).

Most ethical concepts have entered the legislative spheres and have external enforcement responsibility s. In this regard, ethical rules in different professions, especially medicine, have influenced the adoption of laws and sometimes have caused a group of these ethical rules by the legislature to become law in order to have a responsibility of implementation.

One of the most important of these laws is the single article of the Penal Code to prevent the assistance of the injured and eliminate the risks of life, which are most accepted under the influence of ethical regulations.

In relation to the philosophy of punishment for an observer who no longer needs his help, but the observer does not do anything without risking him, there are different opinions among jurists, but the opinion is determined that here this person is not accountable for the call of his conscience and because this abandonment of the verb is not acceptable in terms of society's opinions, so he has committed a public error and deserves to be blamed and punished.

As a result, we see that the ethical rule has been responsibility d legal enforcement by entering into the applicable laws.

3. Recognition of civil liability from contractual liability and distinguishing similar instances

Investigating the roots of coercive and contractual responsibility and unity or multiplicity among them is one of the most important issues between the two areas of contracts and requirements outside the contract, but has not been properly judged in Iranian law.

Iran's legislature has been responsible for the duality of these two responsibilities because of their form and in a way. As the rational reasons also

represent the same view.

Therefore, Iran's legal system, while respecting the separation of these two areas, which responsibility's theoretical justification, can also be immune from its harmful consequences.

For example, if the liability for compensation, whether coercive or contractual, is considered one, justifying the detriment caused by non-implementation of the contract and its non-profit with the general rules of liability is difficult to realize, but the legislator has been able to provide a suitable justification for the demand by separating the theory of this detriment from the enforced responsibility and building it on the will of the parties.

However, since in practice and the reality of detriments caused by contractual violations are taken into account by the parties, the assignment of responsibility to the will of the parties has been stated in such a way that in practice no detriments remain irreparable.

The legislator also considers the existence of a custom or law indicating the necessity of compensation as a reason for the will of the parties (Bigdeli, 2014, 157).

1.3. Responsibility of manufacturers of dangerous goods (liability arising from lack of information about the use of resources)

The consumption of goods is sometimes associated with the entry of detriment to the consumer.

This detriment may be due to the defect of the manufacturer's science to the causes of detriment and detriment. If this defect is pervasive and is not caused by the manufacturer's malpractice or fault, it has been accepted as the reason for civil liability in some countries.

Iran's rights in this regard are silent, but by examining the principles and legal rules and the necessary conditions for the creation of civil liability, the defect of human science can be considered as the benefit of civil liability.

If the scientific flaw that has caused consumer detriment is not caused by the manufacturer's malpractice or fault, the UK Consumer Protection Act 1987 is absolutely accepted as a defence of civil liability.

In Iranian law, if our chosen basis in the civil liability of the production of goods is any of the theories of fault, danger, attribution capability or sheer liability,

the detriment caused by the defect of science cannot be compensated.

Also, based on the pillars and requirements in creating civil liability, including the necessary conditions for the relationship of causality or the ability to predict losses in the formation of the pillar of loss, we can believe that the responsibility for the civility of the defect of science can be.

Also, the relationship between the detriment caused by the defect of science with its meaning to the Cairo power will also reinforce the rules of "MA LA YUMKAN ALTAHLOZH ANH LA ZAMAnN FIH" (What cannot be avoided, there is no responsibility) and the obligation to malayataq, the principle of innocence and the purpose of civil liability (Kazemi et al., 2013, 74).

In addition, iran's legislator in the Consumer Rights Protection Act in terms of producer responsibility, compared to the European Society's directive on responsibility for the defects of production and materials attached to Article 1386 of the French Civil Code, has taken a positive step towards protecting consumers, however, regardless of the possibility of criminal punishment of suppliers of goods and services, civil liability has not exceeded civil law.

The basis of responsibility in this law requires amendment in terms of liability arising from the sale of defective goods as well as liability arising from defective goods.

In terms of the limits of responsibility, the initial bill adopted in 1993 by the Council of Ministers should be the basis for amending this law, because the purpose of passing laws on consumer rights is to compensate for physical and material losses caused by defective goods to the consumer, while in this law, the main issues governing the methods of compensation resulting from the sale of defective goods, which are exclusively the traditional cases of "demand for change", "arsh demand".

And it is the termination of the transaction.

As for the limits of suppliers' responsibility and their type of responsibility for the consumer, Article 18 of this Law does not responsibility a specific ruling, and merely being responsible for these individuals in terms of other matters of this law, such as giving the consumer exclusive to the buyer, is not responsibility d.

Responsibility of suppliers and incomplete definition of defects of goods cannot be considered a positive issue (Abdali, 2012, 2018).

3.2. Responsibility of DARAK

DARAK the cruelty and defects that come from the area of the commodity in the assumption that the property is other than the property is inflicted on the client or from the thman area, if the property is another property, it will be noticed.

In legal terms, the responsibility for the Seller in deserving of the instigation of the submissive It is achieved.

The basis of responsibility s in the responsibility of DARAK is the seizure without religious authorization, so the responsibility of DARAK is that if in a legal act the exchange of one of the exchanges, the property of the other person who has taken something in return for giving it, should be returned.

3.3. Detriment caused by MAKHOZ BE SOOME

MAKHOZ BE SOOME is the person who takes the goods from the owner to trade with the owner after checking and like it.

There are disagreements about the responsibility for obtaining a meeting. Some consider him a guarantee because of the rule of "Ali al-Ide we obtain even tawadiyah" and take an objective responsibility for obtaining balsum.

Others consider him amin because he has the permission to seize property and only if he is responsible for compensation, but every permission does not create a safe relationship and mazoun is not always trustworthy.

Also, according to Article 631 of the Civil Code, Amin Hasari is instances and nowhere in the civil law is obtaining Amin's basum is known.

Although the owner refuses to obtain the balsom of the zen in possession of the rub, in fact, this permission is conditional on either returning the goods intact or paying it in return.

Therefore, permission is not necessarily a guarantor and it is true that we need permission in trust, but not every mu'awnia will be faithful.

Therefore, obtaining a balsum has an objective responsibility because when the owner gives the recipient permission to take over and pledges to conclude that he or she either documents the goods or pays it in return, this is nothing but a preliminary agreement on which it is easy to withdraw the guarantee of obtaining balsum.

However, since there is no explicit ruling in civil law in this regard, it is

better that the legislator determines the basis and limitation of responsibility for obtaining *balsum* as stated and put an end to the disagreements in this regard (Qasemzadeh and Khosravi Farsani, 2006, 70).

3.4. Detriment caused by disrupting the nomination

A candidate is a contract that two persons sign for the purpose of marriage in the future, according to Article 1035 of the Civil Code, the nomination is a permissible contract, and there is no obligation for the parties before the concupation is implemented, and each of them can refuse to join and the other party cannot force him to marry.

The termination of the nomination by itself and without committing a harmful act does not result in civil liability and compensation, but whenever the candidate's action causes harm to the other, he must compensate for the loss of the other party, because the fallout from the nomination for good reason is the inalienable right of each party.

Therefore, the guarantee that the engagement resulted from the deception of the other party does not contradict the right to disrupt the principle of a candidate who is a permissible marriage.

That is, when a person suffers losses, both material and spiritual, based on the promises and promises of the nomination, and when he notices a deception from the other party, a candidate is disturbed, where the lost party can be compensated on the basis of deception and pride.

Therefore, firstly, the necessity of paying the detriments done by the person who disrupts the nomination according to the jurisprudential rule of pride can be legally demanded and this right will not contradict the right to disrupt the principle of candidacy.

Currently, there is no clear and explicit statement in the law regarding the refusal to join in some cases that cause material and spiritual detriment to women, which has led lawyers and judicial procedures to invoke other reasons and laws such as the general rules of responsibility.

However, compensation for the disruption of the nomination is one of the cases that can be pursued by the Family Court, because in accordance with paragraph 1 of Article 4 of the Family Protection Act of 2012, the nomination and

the detriments resulting from its disruption are within the jurisdiction of the Family Court (Saadat and Alishahi Ghalejui, 2019, 80).

3.5. Physician's responsibility

Some researchers have explained medical responsibility. (d) Medical responsibility is the effect of medical crimes such as qisas, ta'zir or guarantee.

They believe that medical responsibility isCan be subject to two aspectsEthics and professionalism.Okay, aspect.Its morality belongs to the ethics and public manners that it is necessary for the physician to observe them, and the aspectCareer.

O it belongs to the profession. Medicine is the rules and principles that the physician has a duty to do.

The causes of physician's responsibility are divided as:

1. Intentional,
2. Error,
3. Opposition to the principles of the professionMedical:
4. Not knowing the principles of the professionMedical,
5. violation of patient's permission,
6. violation of patient's permission,
7. deception,
8. leave of treatment,
9. prohibited treatment,
10. disclosure of patients' secrets.

Consequently, the issue of medical responsibility for investigating various medical crimes, proving whether these crimes create responsibility for him.

Or no, expressing how to prove it against the physician and expressing the effects on this proof.Be.

Another group of lawyers take responsibility for the physician from all kinds of professional responsibility They think.

It has already been mentioned that it is responsible for different types and

types, now from another point of view it is possible to take responsibility according to the profession.

A person is considered among a particular class, in which case, if a person from that profession commits acts contrary to the ethics, custom or regulations of that profession, he/she will be treated. Be.

Similarly, in the profession. Medical Complex There are rules and regulations that are necessary to observe by physicians and in case of violation, penalties are imposed on violators. Be.

The responsibility that comes from disciplinary responsibility. Okay, professional responsibility. E. May They say.

It is possible that someone who committed a professional error that according to the results He has criminal responsibility, civil responsibility or disciplinary punishment.

In some cases, it may also be liable for a civil and criminal responsibility, or in addition to being disciplinary liable.

Medical responsibility is the obligation of the physician to compensate for the crime, error or harm caused to the other as a result of medical actions. Medical responsibility in fact.

Investigation of various medical crimes and crimes (including preoperative crimes, during surgery, postoperative and errors caused by carelessness, recklessness, lack of skills and lack of compliance with the state system) and also proof of whether these offenses and violations are the responsibility of the physician. or not, and any of the means and causes of responsibility, under what circumstances and characteristics He's in charge of the physician. Be (Abbasi, 2003, 138).

May's medical responsibility. Can have two ethical and professional aspects O. May be.

Its moral aspect belongs to ethics, public manners, which it is obligatory for the physician to observe them, and the aspect Career It belongs to the medical profession and the rules and principles that the physician is obliged to do and observe.

It includes the civil, kiferi and law enforcement responsibility of physicians, which is mentioned in the works of jurists as the guarantee of the physician Be.

4. Types of liability for compensation arising from void transactions

In case of invalidation of the marriage, the marriage is considered as a legal event and it is referred to as a legal event, not a legal act. Therefore, void marriage as a contract cannot be the source of the work and in this case, civil liability based on contractual responsibility is unlikely.

In Imami jurisprudence, in the responsibility arising from the invalidity of the marriage, especially where the detriment is caused by the realization of the invalid contract, the rule of "guarantee" has been cited and some of the "rule of action" have been mentioned as proof of the rule that the proponents of this theory believe that the meaning of the action is that each of the opponents has acted instead (not free of charge) for the other.

It seems that those who accept the rule of action as proof of the rule of "we are guaranteed" also consider the agreement and will of the perpetrators expressed in the contract of falsehood to be somehow involved in responsibility and base responsibility on the basis of the falsehood.

Therefore, in Iranian law, the responsibility arising from the invalidation of the contract must be examined on the basis of the responsibility outside the contract.

Below we discuss the responsibility for the discussion of the interpretation of opportunity or situation (non-profit) and responsibility for material and immaterial detriments (Poursid et al., 2016, 33).

4.1. Responsibility based on deprivation of benefit education

In some cases, due to the invalidity of the contract of one of the contractors, they are faced with the death of interests or situations, and in other words, they are prohibited from studying in favor, for example, whenever a person buys a few trucks and thinks that the trucks are his own, the contract of transportation with the company, but before the transportation project, the contract is met with invalidity. Can he claim compensation or not?

Also, where the same buyer claims after the contract that he wanted to participate in the coal-carrying auction and the invalidity of the contract prevented his action, can he want compensation on the other part of the contract or not?

According to Iranian jurists, non-profit is considered a disadvantage, and in

Articles 266 of the Civil Code, Article 728 of the Former Civil Procedure Code and Article 49 of the Patents and Registration Act have been considered.

However, in the Iranian legal system, this theory has not received much attention and this can be due to the existing negative mentality about the inability to compensate for the lack of profit and sputum of the recent concept with the concept of eliminating opportunity.

The general rules and principles of jurisprudence have provided a suitable legal basis for the implementation of this theory, so that it seems that it is difficult to accept this theory in Iranian law.

In fact, the existing benefits and barriers are more focused on the non-conventional rejection of opportunity as a valuable asset as well as the problems related to the inclusion of losses.

It should be noted that this theory does not seek to change the legal foundations regarding the relationship of causality, but its most important goal is to value the material and spiritual self of opportunity and consider it as an independent harm.

Therefore, in cases where the mystics of opportunity can be considered as an indisputable harm, there is no doubt about causality and there should be no doubt about its ability to compensate.

Of course, assuming that such a loss is accepted in the Iranian legal system, the utuousness should be used in calculating the detriments and experts should be used in this regard.

For example In British law, this theory has been recognized on various claims, including lawyer error and the interpretation of economic opportunities or the elimination of any other valuable opportunity, but in the case of medical errors, despite new approaches, this theory remains horrendous (Movahedi Moghadam, 2016, 2019).

4.2. Responsibility based on spiritual detriment

Spiritual detriments are inflicted on the person himself and his personality, which cannot be valued materially. Detriment to the soul and soul of individuals has many destructive effects and is far from the dignity and social character of human beings.

According to Article 22 and 171 of the Constitution of the Islamic Republic of Iran, which is the mother's law and the national covenant of the country, and article 1 of a civil liability stated that the importer of spiritual detriments is responsible for the compensation caused by its actions, one of the ways to compensate for this kind of detriment is an apology (Ahmadpour Aliabadi et al., 1400, 13).

According to Article 10 of the Civil Liability Act and Article 14 of the Criminal Procedure Code, courts can require the importer of detriments and detriments to apologize, depending on the circumstances, and provide the cause for the loss of compensation, which can be defined by the experiences of countries with the Commonwealth legal system such as Canada, the United States and the United Kingdom, because the necessity of compensation is defined in the law and judicial procedures of the country.

Spiritual detriment and the manner of apology are very important and there is no doubt about it (Akbari Araee et al., 2020, 267).

4.5. Liability for expenses and expenses paid

To conclude the contract, expenses are paid and after the conclusion of the contract, the parties or one of them will pay the costs. For example, a person buys a type of plant and then realizes that the plant is different from what he intended and is deceived.

Some people believe that the costs that the client has done in carrying the property can be claimed and can be taken from the bay'a because he has made him proud and his deception has caused these detriments and this ruling is also from the religious trustee.

Therefore, this opinion indicates that conventional costs and expenses such as transportation can be claimed and comply with the rules of responsibility and no one doubts the person responsible for the person who caused the transaction.

However, expenses that not everyone does and only certain persons or certain persons may do under certain circumstances are a place of doubt.

It may seem that the person responsible for placing the person who is unable to do so and whose act is considered advan is far from justice and fairness in such costs, but it should be noted that in these cases, according to the provisions of the

rule, the detriments cannot be left unresponsive because the person who carried out the expenses was believed to have these costs.

He performs in his property and has acted according to the trust of the appearance of the authenticity of the marriage and does not expect the marriage to be invalid.

In fact, the action of the person who is attributable to him and has been the basis for these actions and expenditures must compensate for the detriment (Pourseyed et al., 2016, 40).

5. CONDITIONS OF REALIZATION OF LIABILITY IN DETRIMENTS ARISING FROM VOID TRANSACTIONS

In human societies and social life, anyone who benefits in such a way causes harm to others, but all of these detriments do not create responsibility because many of the detriments are necessary for social life and some of them pass through custom. Compensateable detriments must meet the conditions that are:

- 1- Invalidity of the transaction
- 2- Indisputable detriments
- 3- directness of detriments
- 4- personality
- 5- lack of prior compensation
- 6- foreseeability

7- detriment to the legitimate right of loss, which we will briefly examine under this title.

5.1. Voidity of the transaction

A contract that does not meet the requirements of Article 190 of the Civil Code will be void. Therefore, lack of intention, lack of domesticity, lack of conditions related to the subject of transaction and illegitimate direction are general invalidations.

5.2. Indisputable detriments

Losses are liability and reparable, which is certain, not probable. An undisputed loss is a loss that is either current or can be realized in accordance with the normal course of affairs.

Therefore, the currentity of the loss is not a condition and the judge may sentence compensation, which is certain to occur in the future.

According to some jurists, if the detriments that will be done in the future and possible, in the opinion of the judge, continue and the outcome of the current situation is indisputable and direct, it should be counted in the ruling of direct and current detriments.

5.3. Direct detriment

The loss must have been directly arising from the harmful subject act, in accordance with Article 728 of the Previous Civil Procedure Code, the Court shall rule on the detriment if the claimant proves that the loss has been caused and that the loss was caused by the failure to fulfill the obligation or delay or not to submit to the convicted.

In the new law, Article 520 also states: "In the case of claims for detriments, the demander must prove that the detriments were caused by the failure to fulfill the obligation or delay or not to submit the request, otherwise the court will reject the claim for detriments."

The word "immediately" means to be direct.

The reason for this condition is that if the loss is indirect, there is no common causality relationship between the person's verb and the detriment done, and mystics can attribute the loss to the adoptive verb and hold him responsible for compensation.

Also, the directness of the loss does not mean that there is no intermediary between the person's verb and the detriment, because if that is the case, the issue of *tasbib* will be completely eliminated because in this regard, always the human or animal or something is the intermediary between the verb and the detriment, and the subject only causes the detriment and is therefore responsible (Yousefi, 2018, 15).

5.4. Being personal

A person claiming losses must be self-harmed or his or her surrogate. Therefore, if the loss refuses to claim detriments, he can no longer bring a civil liability claim against the harmer unless he represents the loss.

Some jurists argue that this rule has an exception to collective losses.

This means that in this case, some legal organizations and entities have been allowed to bring liability claims due to losses caused to the collective.

For example, the Bar Association can claim detriments for insulting the bar association.

But this is not a real exception because a legal person who protects the interests of a profession suffers losses due to the loss of his or her members and actually suffers detriments, so he can claim detriments.

5.5. Previous non-compensation

A previously uncompensated loss cannot claim compensation for a loss that has already been recouped and cannot be reimfined for a loss twice.

Of course, this issue can be reflected on insurance companies and depends on the type of insurance.

If the insurance is a type of loss insurance, in fact, the insurance company pays compensation instead of the importer of the loss, and it is clear that the loss cannot be reimtried from the loss agent unless the insurer has compensated for the total detriment, in which case the insurer can refer to the loss agent for a surplus of the amount received up to the full extent of the detriment.

However, in the case of insurances of persons such as life insurance, which the insurer pledges to pay a certain amount in case of detriment to the insurer or his death, the beneficiary of the insurance may receive the amount of the obligation from the insurer and refer to the loss agent for compensation because what the insurer pays is not compensation, but is the result of the obligation accepted under the contract (i.e., 17).

5.6. Predictability

This rule is accepted in the liability of a contract that violates the obligation solely for detriments that are foreseeable or at least in the eyes of the expected custom.

Unconventional losses far from expected cannot be claimed from someone who has not fulfilled his or her obligation.

Therefore, unpredictable losses are not in the territory of the agreement of the parties and in the realm of contractual liability.

This rule is in doubt in the field of non-contractual liability because there is no previous agreement in the field of coercive liability of the parties and as a result, the ability to predict the condition and any losses must be compensated, but today in the area of non-contractual liability, it is also necessary to predict the detriment to be held responsible because according to custom the loss is attributed to the person who predicted it or at least the least.

Predict that it goes back to the causal relationship. In the Commonwealth legal system, some courts also believe that it is also necessary to predict the loss of read.

5.7. Detriment to the legitimate right to be detrimentd

A loss is compensated for the violation of the right of the person, both financial and non-financial.

If a person wastes another's property or harms his/her physical or mental health, Article 1 of the Civil Liability Act provides that: harming the life or health or property or freedom or reputation or reputation of a business or any other right established by law for individuals is a liability and claim for detriments.

Some jurists, while stating that the benefit should be legitimate and ethical, and prove that the lost position was established and permanent, in some cases did not consider the title of rightful rape to be true and suggested two solutions for justice:

- 1- The loss of positions in the decree of wasting property.
2. By accepting the request for spiritual detriments of persons who have lost such a position, we do not leave this loss uncompensated. However, it is better that

the legitimate benefit of mystics in the ruling of the right and therefore be protected.

6 CONCLUSION

Invalidation is the status of the contract, which is void due to the lack of conditions of a valid contract. These conditions are stated in Article 190 of the Civil Code.

Also, a contract that is inconsistent with public order may have met all the conditions of the authenticity of a valid contract, but due to conflict with B's social interests be validated.

A contract that is invalidated has a retrogressive effect, i.e. the effect on which the contract is struck is from the time the parties formed the void contract and the effects spread to the past.

It is not possible to correct a contract that is invalid by agreement and compromise.

The invalid contract has no effect, but there is no doubt in the relations between the parties about the return of the same property to the corrupt contract, and since invalidity lacks legal effect and does not create acquisition, the situation should be restored to the former state and the pre-contract state of invalidity.

In this case, if someone has suffered any detriments, they must be compensated.

The liability and liability that arises from the void contract is not due to the contract and has a coercive and non-contractual root. Methods of compensation in civil responsibility, which are the methods of implementing the subject-loss obligation, are determined based on the objectives of civil responsibility.

Full compensation, obtaining financial satisfaction and restitution to the former situation are important.

The conditions for the realization of responsibility are: indisputable, direct, personal, non-compensation, predictability and import. Dan has detrimented the legitimate right. In Iranian law, in the face of The Civil Responsibility Act of 3, the method of repairing detriments has been given to the judge to choose the appropriate method.

In liability insurances, in addition to the parties to the insurance contract, the third party is also considered to be a loss, although in appearance the insurer is

solely committed to the insurer's compensation, but implicitly commits to third-party compensation.

Third-party losses Seen in reference to the insurer and the insurer has a choice and can each be compensated for Reference slow.

Regarding the effects of invalidation of contracts, it is necessary to distinguish between different forms.

In the assumption of survival, the bill's property 'The biller must return it immediately to the original owner.

In the assumption of wasted property billed by Wasted or its flaw, Mann will have the same and its benefits. that is In usL Guardian 'Price and in WeL A parable like wasted property must be demanded.

In the assumption of invalidity towards the interests of mostofat Merely It is perceived in relation to the interests of mostofat, and in the assumption of invalidity towards the non-most destitorial interests of some, citing that the knowledge of corruption is the benefit of the transaction to the non-most high interests. 'Believes in the ruling of non-guarantee, but it is not correct.

In the assumption of the person responsible for a This is subject to a corrupt marriage 'Citing the rule of the uhElyde He guarantees the interests of mustafa and non-most high-levels and in the case of multiplicity and differences of istifaInterests 'Common and conventional benefits should be considered as the criterion of demand and in case of multiplicity of conventional benefits 'The most expensive benefit must be claimed.

Also, in the assumption arising from the invalidity of the legal acts in which their case operatesD, anywhere.

A person in the position of fulfilling the obligation arising from a marriage which is considered correct, but in fact it was a falsehood 'perform an action for the other party 'The other party will be the guarantor of the wages of the act.

In a general conclusion, it can be said that if there is a commitment and a breach of obligation, it violates the obligation of responsibility and must provide repair and compensation.

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