

## Consideration Change Clause

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### Abstract

In case of individual contracts examination, we face agreements that, if obligations is executed before the certain time or after the deadline or promisor perform it in a particular way, the consideration will be changed. The parties agree if obligations are performed in agreed circumstances, the consideration will be increased or decreased. Iran Civil Code has not stipulated any provisions about the validity of such agreements generally and it just in some cases, like article 509, has affirmed some of these clauses are valid. Doctrine has only paid attention to these cases, but they are not unanimous in analyzing these cases. Some have analyzed them as indeterminable consideration, and others have proclaimed them as a warranty or a liquidated damages; so they have presented the different analysis of nature and validity of Consideration Change Clause. But the validity of such clauses shall be determined with regard to the Parties' intentions and , and in general, there isn't any reason for invalidity of such clauses in Iranian legal system.

### Keywords

Multiple Contract's Subjects, Clause, Consideration, Rule of *Gharar*.

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## Assessment of Legality of Investment: ICSID Case-law

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### Abstract

A great number of bilateral investment treaties including the treaties concluded by Iran, specify that in order to enjoy protection provided in treaties, investment should be made in accordance with internal law of host state. It is evident that nature, magnitude of breach and the subject matter of the laws which are likely to be violated by investors are not identical. The question which arise as to the issue in the light of case law of ICSID tribunals and object and purpose of investment treaties is whether hierarchical value and subject matter of internal law and regulation of host state have any impact on the evaluation of an investment legality. Analysis of the case-law developed on the issue shows that subject matter of internal law of host state has no impact on the issue. On the other hand, nature, magnitude of breach and relevance of the law in accepting and establishment of investment in host state are relevant factors in evaluating legality of investment.

### Keywords

Investment, Bilateral Investment Treaties, Domestic Law, Breach, ICSID.

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## Legal Imperatives Regarding on Single Member Company (Legal Field Required for Adoption of Single Member Company in Iranian Law)

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### Abstract

Analysis the legal nature of company as an entity composed of contractual and institutional components, leads to the view that at least two persons are required to form any company under Iranian law. This type of company (single member company has been accepted in European and American Countries for several years. Establishment of such company can be effective for organization of commercial activities of commercials who are not keen to have partnership with others. In this article, the required legal basis for effective function of such company has been analyzed. Furthermore, with regard to lack of theoretical and legal barriers in official acceptance of such company, we examine the legal requirements for establishment of such company under Iranian law. The legal capacity of 'maintenance of capital theory' in this purpose and its relation with 'limited liability theory' and 'piercing of the veil doctrine' is to be considered. In addition, possibility of such company's establishment in form of Limited Liability and Private Joint Stock has been examined in Commercial Code amendments.

### Keywords

Single member company, Legal personality, Maintenance of capital, Limited liability, Stockholders.

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## The Judicial Processes Correction in The Light Of the Strategy of Elimination of Conflict of Interest

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### Abstract

Conflict of interests refers to a situation where a person is in a position that can choose between personal and public interests. It has direct influence on judge's mental independence, lack of transparency, and undermining the legitimacy of the judicial system. Therefore, the issue of conflict of interests turns into the main strategies of policy making and rule making. This article, after introducing the conflict of interests in the judicial system, evaluates the legal system of Iran in terms of global standards in this field. The findings of the article show that despite the fact that the legislator in Iran recognized the importance of issue of conflict of interests and tried to some extent prevent it in some cases, this issue has been limited to punishment after occurrence which is ineffective. Some legal systems in this realm have more coherent rules and procedures that can be modeled and modified by the rules for the elimination of conflicts of interest. Such as the disappearance of golden signatures, asset declarations are among the solutions that can be used to prevent and manage conflicts of interest.

### Keywords

Conflict of interests, Legislative strategy, Conflict, Management, Courts, Judicial proceedings.

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## Partnership Contracts in the Oil and Gas Well Drilling Sphere

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### Abstract

Oil and gas well drilling requires the drilling unit and benefiting from the specialized services including well and logistic services. This goal is achieved through conclusion of drilling contracts. Beside the principal drilling contracts the ancillary contracts have been being concluded in form of partnership of clients and/or contractors in order to reduce the costs and access the operational targets more efficiently. The mentioned contracts have different types. Some of these contracts are based on prevalent concepts of partnership although all types of partnership contracts regarding drilling industry have the specific requirements and characteristics which are in accordance with this sector of oil and gas industry.

### Keywords

Drilling Contracts, Rig Sharing Agreement, Joint well Drilling, Alliance Contract.

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## Changes in ‘Perpetration by Means’ Principle in the Light of Latest Legislative Developments in Iran (Article 526 of the Islamic Penal Code of 1392)

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### Abstract

One of the most significant changes in the Islamic Penal Code of 1392 is Article 526. Previous rules stipulated that in the contribution of direct and indirect perpetrators, the direct perpetrators are typically criminally liable unless the indirect perpetrator uses the direct and physical perpetrator as a mere ‘instrument’ to achieve his goal and when the “cause i.e., the indirect perpetrator, has a more eminent effect than the actual crime participant. Successively, Article 526 has made three major changes to this rule: elimination of principle of criminality principle of direct perpetrator; the possibility to find both direct and indirect perpetrators jointly criminally responsible, and proportionate liability and the apportionment of liability in accordance with the contribution to the criminal conduct. These three innovations have a profound impact not only on Diyat section but on the whole issue of civil liability, and in some cases, on Qisas. In This paper, these three innovations will be clarified. As well as some other points regarding the aforementioned Article. Consequently, the paper concludes that firstly, in cases in which the interference of an indirect perpetrator is certain, nonetheless the attribution of the act is uncertain and skeptic. There is no principle which states that the criminal act or the losses are to be attributed to the direct perpetrator only. Secondly, there are cases in Fiqh and law in which the loss and criminal act is attributed to both direct and indirect perpetrator. And thirdly proportionate liability is not impartially allocated to the contribution of direct and indirect perpetrator but also it needs to be taken into consideration in other matters as well, substances such as contribution of direct perpetrators, equal involvement of indirect perpetrators and loss of property.

### Keywords

Direct and Indirect Perpetrators' Contribution, Attribution, Proportionate Liability, Division of liability based on Contribution to Criminal Conduct, Indirect Perpetrator's control over Direct perpetrator.

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## The Assessment of loss of Earning in Personal Injury

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### Abstract

The loss of earning and pension are important kinds of damage in personal injuries whose assessment is an important question. If loss is temporary and improved after specific duration, court shall calculate loss for such limited duration which is done with regard to job experience and occupation status of injured person. If loss is continuous for long duration or perpetual, loss assessment will be more difficult which will require the provision of calculation solutions that will be done based on mathematical formula. Calculation of such loss for persons without job experience or stable status will be more difficult and the evaluation of being able to work will be the main issue.

### Keywords

loss of earning ,assessment ,job, ability of working.

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