Sail Right in Iran Law Electronic Contracts about International Regulation

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Abstract

Our major purpose of this research is study Jail right action in electronic contracts. According to 337 rd article of Iran civil law Every buyer and customer can inhibited buyer decision until the other side has hurry and so every side should submitted although there is no special definition of electronic contract in legal document, but basic principles of electronic contract said in contract public principles. In other words one contract concluded by party’s acceptance to contract content. But acceptance in electronic contracts and make by one new system and in one intangible and virtual space. This survey is application and its method is librarian or documental kind. But result of research about contracts evaluation show contract major identity don't change with its traditional identity and only tools for state wills. Changes and we need some requirement for obtain right and this situation is not govern on contracts and finally there is no possibility for hail right in electronic contracts.

Keywords: jail right, Electronic contract, Guarantee for electronic contract, Electronic commitment apply.
Introduction
Revolution in social and personal life is necessity with technology process. Virtual space make revolution in social, economical, business, legal fields and small treaties converted to big contracts. So study legal relation and their effects are necessity. Contracts in electronic spaces should followed of electronic business law and there is no difference between electronic contracts with traditional contracts but electronic space technical specification has effect on public rules and necessity of contracts public rules is very clear. Electronic contracts don't specially defined in law and even we cannot see there is no definition of it. But it seems global business organization is more general than others definitions. (Rezayi 2008)
So according to law doctrine definition electronic contracts include different aspects of electronic transactions (Maghaminia, 86). Our purpose of conclude contract is apply commitments and we expect parties don't ignore of their commitments. Rule- maker predict apply guarantee in this filed and it is one of jail right apply guarantee. This right described in 377 rd article of Iran civil law.
Every buyer and customer can inhibit buyer or money right. Although buy has not superior features relative to others and jail right is applicable. And summery it called inhabitation right of commitment to opposite party commitment apply. In the traditional contracts parties for their physical presence has relative contract. Parties easily recognized each other watch material and conclude transaction but electronic contracts conclude for away. Now we should see is this guarantees are solution in traditional space or is it trustable in electronic spaces?
In this filed we study jail right rules in traditional contracts and their applicable right in such contracts.

Jail right content and principles
377 rd article of Iran civil law Bayer and customer can inhibit money submission to other party submitted unless buyer hurry so they should submitted. Jail means diction (Amid 2011, 449). Every part of change can depend apply commitment to contract change submission this term called jail right without jail right. (Katooziyan, 2010, 235). Every parties cannot smutted transmit property to other party can submit. Some lawyer say group of jail right is change necessity. And Imam Khomeini believes occupation in buy conclusion is rational commands. So this buy is way for obtain to them.(Imam Khomeini 1974, 371-372). Some say this right is base on change (Jafari, Langroodi, 1980, 221) it seems we cannot prefer for submission begin after conclusion since every 2 rights are similar due to contract situation. So everyone say apply commitment is depend on another commitment so this is rational right. As we can see jail right term include 2 parts and its first part is right and is include person score and authority assign to persons to act something. In other words they should be free for doing something and this freedom is major principle for right (Katooziyan, 1970, 205), jail is one right since has ability to maintain property behalf himself or inhibit do something. So it should have property right. We should now that jail is material property but we doubted about its abstract and we don't much less discuss about right identity.

Create and apply conditions and the decline of lien
The outcome of the considerations mutual voluntary lien transactions (Katooziyan, 2008, 84) and to establish and enforce the conditions must exist that these conditions are as follows:
Existence the correct swap contract
As noted above lien outcome of the considerations voluntary mutual transactions. So there is a lien only on the swap contracts. Also in the annulment of the contract if, as some lawyers consider it; Instead applicable lien is about restoring two parties implicitly or explicitly decide on the extradition of the considerations (Katooziyan, 2008, 87).

Failure to submit any of the two contracts
This clause means that the right of lien applies where the considerations Do not give up and submit, in fact liens, forced by the lack of performance of the obligation to surrender, then surrender took place when the right to impose room imprisonment does not remain. So if in some way or other to submit, the obligation to seize property line is committed to crush the void will not be committed. Such as when to trick or reluctant to take the customer to capture sales, salesperson could use its right of lien refunding the customer wants (Emami, 2011, 535). In accordance with Article 378 of the Civil Code, in the event that one of the sides willingly give up what has led, in fact thereby has the right to cancel imprisonment. Thus, on the grounds that the other party has refused to surrender, not to take all that data (Katooziyan, 2011, 88).

The deadline for submission bilateral contract has not been established.
In a recent episode of article 377 of the Civil Code, the legislator which to prison after the announcement of the phrase "... unless the sales are delayed or the price or the price that had to be this way each sales must be submitted.” If the sales are delayed or the price, there will be no right of lien (Emami, 2011, 534). In cases where the sentence should be the norm for a commitment from both sides to be done sooner, It must follow, as well as the commitment of both sides of the device introduction and providing means for the implementation of other commitments. In this case, the first obligation must be implemented as soon as possible. Regardless customary rule of law implies consent to complete the contract prior to completion. Sometimes certain rules to implement one of two mutual commitment is preferred over another, this particular sentence on the possibility of a prison rule is the rule, such as Article 567 of the Civil Code of Iran that deserve to forge factor depends on the submission of reward knows (Katooziyan, 2008, 89).

No waiver by pensioners
One of the deterioration of the lien, the two sides agreed on the contract, explicitly or implicitly waives detention and in this case the possibility of exercising the right of lien disappears and this is the completion of this rule. Lien is a right and consent of the parties cannot be ignored.
One of the suits with imprisonment right to determine the term for one of the two commitment. Term condition indicates that the relationship commitment and other obligations that had been delayed should be promptly implemented (Katooziyan, 2008, 88). The parties may expressly disclaims the right to marry, or implicitly applies a different term for bilateral downfall of the lien.
According to what was said if the right conditions exist imprisonment and enforce your commitment is subject to the fulfillment of the obligation and the right to exert the opposite
side. If the parties do not trust each other in marriage, both of lien use, should go to court and the commitment he has to submit to the court each owner (Emami, 2011, 535). Shia scholars have predicted the latter case, unlike the Shafi’i jurists said that the verdict on the extreme right would have preferred that the courts should be compulsory both (Katooziyan, 2011, 87). Right as it is created; it can be wiped out and destroyed. Of course, the guarantor of fulfillment of orders on behalf of the vendor or the client for the price compared to the price is the price, such as bills and the lien is void because the assignment of liability and remit the sentence of commitments fulfillment.

The effects of exercising the right of lien
Security of iodine at the time of exercise of the right of lien
Imprisonment in the fact that the legislator the right to apply to the contract between the parties to put him. Instead of staying with imprisonment, forcible and not of conquest, so he will not be responsible for damage caused by failure to surrender the contract, because by law the right to suspend the implementation of their commitment to the receipt of a mutual exchange. The trustee is legal and only if the fault is kept in the same belonging to another, the guarantor. In this situation the same as his responsibility with respect to the mortgaged property is mortgaged responsibility (consistory, 2008, 96). Interests and views in this era belongs to the owner after the signing of the contract. According to the lien, the right to not have the same interests. This special verdict that the contract related to the purchase and yet be determined, because only in this way that what is impossible in jail property opposite side (the consistory, 2008, 96).

The cost of maintenance is the responsibility of the owner
During the exercise the right of lien sales maintenance fee is the responsibility of the buyer (the consistory, 2012, 307). It is also considered in the Shiite jurisprudence jurists, with the fulfillment of the contract, the customer comes to property sales and the cost of maintenance of any property is the responsibility of the owner (Ansari, 1995, 120). According to the principle of "He pays his sheep." sales benefits upon fulfillment of the contract belongs to the client, so that the interests of compensation and costs incurred benefited someone. If a customer refused to pay in detention, the salesperson can ask the court to the court's authority and obligations. On the other hand incarceration in detention if the interests of beneficiaries and expenditure and maintenance costs allow it, excluding interest expenses and sales by each vendor and the customer for the remaining recourse will be to the opposite side.

Court involvement for contractual commitment
If we assumed every parties want their force from court and every of them documented to jail right, we should force every parties and give money to seller and ht give to seller. (Katooziyan, 2011, 307) Allameh Helli noted 4 opinions about commitment apply:

1- Force to parties for submission.
2- No one don't force to submit to commitment issue and then others forced.
3- At first buyer force to give money.
4- At first buyer force to byer submission.

2 first opinion has more followers and Allameh trust on first opinion for submission force. (Katooziyan, 1980, 95)
Give opportunity and money portion
According to 77rd article of Iran civil law (Committer cannot forced committee to accept part of commit issue but governor can give opinion force justice opportunity committee situation. In this part of apply commitment it is not nessacity to give demand for investigation and it is possible that debtor is not credit. (Katooziyan)
In some cases court portioned them and determined opportunity don't remove hail right since this opportunity give to creditor don't show stratification for pay money delay. (Katooziyan, 2011, 88)

Concept of electronic contract
Contract in present Persian language means conclusion. (Jafari Langroodi, 1970, 532) It is one Arabic word and mean fasten. And it means in legal terms that (Conclusion means one or some people commit to one issue about one or more persons and they accept them)). Their rational aspect is their word and term mean and legal relation make due to conclusion. (Emami, 2012, 202) This not completed and general definition and don't include ownership and change conclusion and legal book extensively discussed it. Word definition of contract is same in legal conversation and it is want mutual acceptance and partnership of one or 2 persons. Contract has 2 special and common mean. And it means common contract with contract and include certain and uncertain conclusion. But it include uncertain conclusion and we considered its common mean. (Shahidi, 1990, 41). And has to basic requirement.

1- One or more well make due to agreement and the will of someone makes it is most important factor for it.
2- Conclusion and mean of agreement is making commitment and parties should apply commits due to it. (Katooziyan, 1990, 284)

We need to 2 public and special group for contracts. Public situations should be present in every conclusion and this contract is not valid. But special situation is different in any contract and noted in every discussion and for every contract accuracy we need to below basic situations:

1- Parties want and their stratification.
2- Party’s rationality.
3- Rationality for contract.
Lack of below situation lead to contract violation and lack of some pat lead to not contract penetrability. (Shahidi, 2012, 28) And conclusion accuracy situation are:

1- Agreement and acceptance.
2- Common issues between acceptances.
3- Contract usefulness (215rd article)
4- Contract rationality is necessity for contract and its submission. (Jafari Kangroodi, 1990, 82)

There is no special definition of electronic contracts and it’s only state opinion is contract is willing. Since it's major principle don’t change in traditional space. In other words one conclusion concluded by accept situation but acceptance is not will word in contracts electronic and make by one new system in one intangible space. (Mohammadi, 1990, 26). Generally contract in virtual space is similar to its contract in real world. So lawyers state different definition for it. We should have necessity situation in contracts in 190rd article in civil law contracts. And its credit is certain. Usually there is no reason for inhibit contracts from electronic post or agreements by button click in internet or by digital signature expect some contract set in one special form. (Noori, 1990, 122)
So these are unique contracts that don't recognize each other. These contracts has not support cover in traditional method and prevailed contracts with below specification:

1- Acceptance state for suggested contract from one person to another that contract will be clear.
2- State accept situation from mutual person.
3- Change is wide legal system follower in countries like America and English. And contract become strict and change is principle for contract.
4- Contract parties should have intention for make legal issues.
5- Contracts parties should be rational.

This contract should be in one of below situation:

1- Contract conclusion by telegram, Telex, Technology or fax.
2- Contract by database.
3- Contract by electronic post.
4- Contract conclusion by data electronic exchange. (Rezayi, 1980, 35)

Electronic contracts have special features from far away and these specification are related to contracts domain:

A) Far from contracts
B) Delete paper documents
C) Electronic contracts business aspect
D) Electronic contract internationalization
E) New approve tools in electronic contracts
F) Contract electronic apply
G) Electronic payment
H) Special violation right money
I) Automatically contract administer

**Execution of the contract**

The two sides will cooperate in the implementation of the legal nature of marriage is sufficient, But the purpose of the contract, to achieve the desired crush each party and in fact are expected to pledge their commitment to implement the agreement. Contract, the credibility of the run, and the effect of the contract is loaded:

1. The work that comes with marriage and promptly accompanied by the signing of the contract of sale, such as acquiring certain yet.
2. Works that are placed upon the parties or one of the parties and upon the occurrence of consent should be implemented.

The contract may have two effects together, if the same set of sale-purchase contract done with the submission remain the responsibility of the seller and external action and the need to run (Katooziyan, 2011, 201).

The result will depend on each contract to run the fair.

To deliver practical agreement whereby it has undertaken a commitment to do what is in the contract and generally means the execution of the contract (Katooziyan, 2008, 13). The simplest means is to fulfill that promise abrogation of obligations and assignment of contracts are assigned the responsibility of runs, if the commitment, surrender or transfer of property has been surrendered or been transferred and when action is taken instead (Emami, 2011, 374).Legislator to fulfill that promise is actually considered among the abrogation of obligations falling due to the significant, this nomination does not seem correct here's commitment will not be lost because it will be executed and favorable contract takes place.
Nature to fulfill that promise if they involve the transfer of ownership or right to be crushed committed, legal action is a way of Rhythmic and if required the transfer of ownership or right is not merely a judicial act. For example, sales people generally give a buyer a unilateral contract, but give Rhythmic buyer is not certain cars (Shahid, 2011, 167). After that the residual commitment to deliver judicial practice and this had to be preceded by a commitment (Emami, 2011, 374). To deliver two fundamental pillars:

1. There is an obligation that must be implemented,
2. Performance of the obligation in accordance with contract terms and commitments, or to the will of the debtor and creditor agree or without their knowledge.

Since the implementation depends on the commitment of its provisions, sometimes requires the implementation of legal action that should be taken by the parties to the contract, such as the obligation to sell the property that will be executed with the transaction between the two parties (Katooziyan, 2008, 17).

Authority Contract
Committed often have the desire and commitment runs and in this case we can speak of the authority of commitment. As soon as you commit to their promises commitment disappears and re-run it obviously cannot commit crush demand. To play a scholar of religion and commitment and obligation lapses committed no sin, must pay on the terms established by law, a person's religion should be paid and about the payment and the time and place of its cost and other related conditions are met (Safaei, 2003, 232).

The procedure of executing the contract can determine the time and place for it. In this regard, there are additional rules that normally are and if that is imposed on them about the provisions of the law and common law have not decided either not presents in this case (Katooziyan, 2011, 203). To enforce the obligations committed the first person that comes to mind and under article 269 of the Civil Code and Iran have pledged to deliver what the owner or owner's behalf is permitted also have qualifications and Iran under article 276 of the Civil Code, he cannot give the financial ruling by the ban from taking it. Someone other than a pledge can also be run commitment, as in Article 267 of the Civil Code states: "The play owes arise from non-religion ..." And if the contract is not provided or pledged to crush stewardship of this property is ignored. Under article 271 of the Civil Code of religion should be represented in the person of creditor or someone on his behalf or who is legally entitled to be given bill. In the case of Parties which have stewardship condition, there are no restrictions that are running contract and or other obligation on the creditor to play but only to the people of Iran are valid only in Article 271 of the Civil Code. We cannot undertake the obligation we have to get the non-financial part of it or he will have to take but the ruling could give him a deadline to the financial situation owes in part to pay now and another part of the installments that have recently or who owe equal installments or pay a different religion. It is dominated by the deadline or split and need a new petition by the debtor not to do so (Emami, 2011, 384).

If the transaction is generally not necessary but should not play culmination of defective and incomplete. Played on other conditions, such as location and time may be subject to mutual agreement, common law or that law. Commitment fee is committed to responsible unless an agreement between the parties or common law put forward is the other way. However, it is desirable to have committed and will implement their commitment and if anyone does not abide by your promise and commitment, justice and social order itself are ruling and turn the constraints and interference not force.
Contract forcible Apply
We should evaluated forcible apply in 2 below part. One of these principles are related to accompanies apply in special mean and the other is forcible public rule if contract parties don't intent to apply it, they can demand it's forcible. And forcible demand should be behalf public authority and no one cannot apply pressure on the debtors. (Katooziyan, 2008, 113) Indeed no one should not has work judge. Debtor force is by civil on pressures and has not criminal face. Even in some rare case debtor stopped to committed and it is not violation committee and it is tool for apply it. And it is not committed violation but also it is tool for apply it and remove by debtor prepared and has support face. So it is possible that sometimes inhibited of contract content is match to public crimes. And they are fidelity. (Katooziyan, 2012, 251) Sometimes court bound someone to commitment and if person inhibit it the person can do another action and court committed to pay money. If apply this content is not possible by others we have not other alternative to pay compensation. Some of authors say compensation artificial for commitment. (Katooziyan, 2001, 114) Apply contract content done by 2 ways:
1- Apply direct action like someone like contract give to buyer.
2- Monetary and body pressures like penalty for creditor.
Sometimes direct force lead to monetary doubt or moral & pressure and contradict to public order and human dignity and they should inhibit direct force and used indirect pressure and local apply guarantee. Non direct actions include debtor detention or delay penalty. And they need to court certain command and sometimes committer refuse toobtain the purposes. Since it is long way for apply. So it need court command from legal authority and finally can violate contract due to disappointment and predict this action for committee.

Apply electronic contracts
Intention &agreement is necessity for contract case and rationality in electronic contracts like other contracts.
Since other situation will be present and contract is correct we will see apply correct contact. Electronic contracts should be dividing from different aspects. In this research we divided them from contract view. We should pay attention that this category is important. Since they differenced between goods and services. And if this contract case will be good or services they will be present different solution. This goods is set of contracted goods for sell and buy and their specifications determined business structure. And we can divided business structure. And we can divided them in 3 categories: (Noori, 1980, 80)
1- Good, Good has material identity like coffee or crude oil.
2- Services is action like transportation.
3- Digital goods is deferrable by remote communication network. Like audio CD file get internet.
Tangible good transmission is buy. But digitalized information are transmissible. We use public regulation govern on buy in electronic contracts. For example if seller sells good from internet, contract guarantee requirement is good has favorite quality. And courts determine its quality.

Service
It is for long time that differentiated between goods and services in legal systems and new conventions. Also they should differentiated between them from digital point of view. On the
other hand material goods include delivered and provide activities such as good, person or facilities Transmission. (Noori, 1990, 80) Un-differentiated between regulated. New regulation of goods and services. And this separation is not clear: services clear since contract identity determined skill kind and work.

For example computer planning are include that category and we emphasize on skills. (1995, 96) Internet provide opportunity for some works. Some goods like software, video, book don't deliver to materials copy and this product is digitalized and state by internet. And finally lead to time and cost saving. And in addition digital data have some features similar to tangible goods they are transmissible distributed, record and place in one container. Another view is that they are not services and they don't make unique relationship and they don't depend on skill or work and finally they should consider as good. (Legal researches UN, 1990, 98-99)

**Contract case money pay**

In the contract their issue is 2 cases one of them is buyer and the other is money and usually Saman is money and good buyer has public mean. In this book we discussed about pay money methods in electronic contracts. The most important buyer committee is pay money. And means paying and attention and means paying, giving, and return. In this book we say about law terminology.

1- Apply commitment like giving cash money.
2- Apply commitment with cash value subject.

So payment and commitment are not commitment and commitment are not directly related to person and every one can apply them. There are reclaim in electronic contracts and cash transmission is electronic. But pay method principle significantly reevaluated.

Since this pay method as practical and then it will be by paper money and pen and we have all kinds of cards like smart cards and electronic checks. Their common point is all of them have ability for transmitted one pay from one person to another or select good menus. Buyer pale them in good basket and select the paying method. But contract phases in electronic contracts and done by electronic method. Usually buyer select icon related to pay method and approved by that method. (Rezayi, 1980, 31) Seller demand its paying expiry time and then buyer pay good or services money. (Noori, 1990, 41) There are different methods for paying it. These methods are comfort than electronic payment and they are favorite and stated as below:

1) Electronic money
2) Electronic check
3) Payment base on account. (Noori, 1990, 149)

There are some risks in electronic contracts and payments like persons or employee’s articulation during official operation, human’s error during banking operations like systems error. We should add electronic fraud. (Legal force education 2002, 270) But they predicted their administer guarantee in electronic business law. Although these guarantees are not general. Good submission or delivered services.

**Give up the goods or the provision of services**

Sales delivery power of sale clause is true. After the sale is void if the submission is not possible sales. Submission and receipt of the contract is valid and lack the power to give rise to the nullity of the contract. Submission and receipt of legal action not because the salesperson is not necessary to obtain the permission of the bill. In accordance with Article
367 of the Civil Code of Iran “to capture the customer's submission of the sales, so that may or another conquest and domination is the customer's bill profit and sales.” It should be noted submit both material and non-material submitted, the aim of the submission is that the obligation arising from the contract to be executed. The concept is to give spiritual and customary so the customer sales that dominate the property norm for him to know and sales accordance seller must deliver what has been agreed and contracts. Sales functions, as well as the principle of it must be submitted. The purpose of the functions of objects that are necessary for the use and operation of sales. It was said that this type of function, according to custom or contract terms, the sales and therefore also includes the requirement to surrender their sales. If not specified in the contract deadline for the submission of sales, the seller must buy it immediately surrender. Under article 375 of the Civil Code of sales contract should be submitted at the scene, and the cost of transporting it is the responsibility of the buyer. This rule is not imperative, not only the two sides cannot bet against it; on trade practices law takes precedence. In accordance with Article 381 of the Civil Code of expenditure submitted to the vendor's sales and expenses borne by the customer pays surrender. This rule is also among the additional rules and the parties cannot consent to the contrary (Katooziyan, 2011, 84-81). Submit to different objects and court practices in the submission should be counted. Electronic contracts and the submission of the contract depends on the nature of the transaction is submitted through the submission of what is possible. In the case of digital goods online goods transported. Commodities such as books, magazines, games, videos and music are of this type. Transfer and surrender of such goods is done through data messages and the component is not electronic services, since they are not dependent on the commitment or special skills (Deputy Judiciary Education and Research, 2010, 96). Some goods purchased online through online transactions or the traditional way or with quick posts are sent to the buyer. Transportation of such goods is completely dependent on traditional contracts or agreements the parties (Optical, 2003, 245). Most commodities are traded in cyberspace are tangible goods that give material and sent them to practice physical. The goods are usually completed within a certain period should be sent to the buyer that this message any way possible. For example, in transactions that normally are within the scope of a city through the same courier company or companies that offer these services are done. The international space depending on the amount and type of goods is submitted to different buyers and in this instance commodity specific rules and practices that govern commodities and trade and industry. Delivery takes place in the transportation industry and transportation conditions prescribed in Articles 377 to 394 of the Commercial Code. According to a different method of delivery contracts with transport companies will be signed. For execution of the contract and commitment between the parties agree to submit to sales may occur and otherwise in accordance with the common law or the law of behavior.

**Enforce electronic contracts**

After the decision to conduct the transaction to order goods or services the vendor billing, payment requests it gives and subsequent purchaser prices of goods and services and the seller to deliver the services or goods traded. As with traditional contracts, it is feared that the seller does not comply with its obligations or delay in delivery and product yield or total does not deliver the goods. Enforcement is in fact a guarantee for performance of the contract. Le expects the contract should be committed and dedicated it is required to do, done and sometimes refusing to commit or not to commit commitment not achieve the desired crush on. As we said, if desired crush mentioned above are not expected, lawmakers should support
him, otherwise irregularities in the society. Confidence in the contract disappears. The performance of the contract is the main force in the swap contract in other words, are forced to perform against their will and forced to run if the condition is also provided. One way to apply pressure on the commitment because the crushed committed towards giving the price is trying to get sales Legislative tools that instead of a long process of trial court and behind him, to force the parties to perform their commitment not to implement its commitment to the other side mystics say that the lien why doctor Katooziyan is one of the guarantees of commitment lien doctor knows. Sometimes the legislator as a way to support pledged in favor of abolition puts and it is where the commitment is not possible, in which case the contract is dissolved and the dissolution of the rule of law. Where performance of the contract is not possible legislative automatically declared the marriage dissolved. After chastising permanent and absolute commitment will lead to termination of contract. Termination of a contract in place sanctions will apply to the implementation of the contract is possible, but late runs, bad runs, Installation is defective, in which case the contract is terminated in accordance with law cucumber the cucumber is right can enforce it or, as the case remains pending contract execution or sales receipt, as well hive ... termination of a legal order, crush is right to commit an absolute temporary and caused by the sanctions. The sanctions are to be seen whether the traditional space entrepreneur is whether in cyberspace is also reliable.

The exercise of the right of lien on contracts
If you have extensively discussed, to create and implement the necessary conditions in prison if the conditions of the parties to the transaction can implement the right. The right is reserved to both sides and the buyer can receive payment of the price subject to the sales and as well as the seller can receive the price is conditional on the submission of sales. The right kind of lock that parties may apply to be traded the rights under the common law as it is mentioned grow. If the above conditions are present after the submission of the parties may refuse the deal and its dedication so that the other party is willing to implement their commitments. This right should scrap and, if the parties explicitly or implicitly have the right to disclaim the right to have it. Subject lien can submit yours, do two things working against each other or against surrender of the property, or refuse to do the work. This right may be part of a mutual commitment to the non-implementation or partial implementation of it. So the seller cannot refuse to pay the full price of the submission of sales and as well as the buyer is not yet necessary information about the workmanship and use of goods sold from the seller or to reach some essential accessories for the capture and exploitation, the right to refuse paying the price. The remaining portion or incomplete shall not negligible in practice and so it is important that the implementation of the abuse of the right of lien is not applicable. For example, in a commitment to build a building, some minor repairs should not be considered incompatible with the utmost commitment and technical norms to be ignored. Because the lien to force parties to fulfill their commitment and comply with commutative justice (Katooziyan, 2011, 239). In some cases, may not exercise the right of lien in favor of the applicator, for example, a salesman who sold her apartment for $ 200 million if the surrender of the apartment to the buyer refuses to be forced to give up the right to actually benefit the buyer pays because after some time, perhaps a year seller is only entitled to receive the price stated in the contract but buyers of apartments in this bill that economic conditions have a significant price increase. So always exercise the right of lien is not a good way to force the other party to perform and the enforcement of the obligation in favor of the man who first refused.
Acts of confinement in electronic contracts

In accordance with article 377 of the Civil Code Iran Every buyer and customer can inhibited buyer or money submission until the other side want to submitted and in this situation buyer or money can be hurry and they should submitted. Parties can say their commitment contract is depend on apply the commitment. And apply jail right is depend on to apply commitment of other parties and they include some situations for apply these requirements? There are some situations for apply jail right and being reclaim requirement is the first requirement. So we should study this section in reclaim contracts and according to 338rd article: ((Buy means good ownership to certain reclaim)). So it is reclaim contract but so the first requirement is buy contract reclaim. But it is necessity that every buyer and money don't hurry unless they should submit and we cannot submit this decision to another party. (Shahidi, 1998, 39) Usually pay money is online and it's time determined. So this is electronic pay and contradicted to jail right. Another requirement is no party give it to seller or pre-submission it, this person cannot returned it or used this right. (Shahidi, 1990, 39) So electronic contract completed by pay money and buyer should receive one receipt. So buyer violated this right and it seems apply this right has not position in electronic contracts. And we should search other run guarantee like force, violation and other responsibilities.

Conclusion

One of other important discussion in electronic contracts domain's govern principles on these contracts. Since electronic contracts are not base for new legal base so we should search these issues in these contracts. In this research we evaluated subject issues and form situation and electronic contracts and evaluated this right in traditional contract, show that jail right is 2 mutual reclaim bond in contracts and there should be some situations:

- A) Correct reclaim conclusion
- B) Not submission 7 and 2 cases
- C) There is no time for reclaim submission
- D) Not violate by parties

Jail right is special for reclaim so we should search them in electronic spaces buy is include common contracts in electronic space. According to 388rd article: ((Buy include property ownership to certain reclaim)). It is the first requirement. Another requirement is no parties should contract to another one. And this person cannot return this before submitted them. Since this requirement violated and electronic contract completed. So buyer violated this right by paying money. And we understand that it is not possible to apply this right in electronic contracts. So we should evaluated other run guarantee in electronic contract and determined electronic contracts and their guarantees.
References