

(A) قانون مدنی ایران به انگلیسی
(B) Iranian Civil Code

SUB-SECTION (5)

ON OPTIONS, AND ORDERS CONCERNING THEM

ITEM (1)

ON OPTIONS

Article 393.

Options are of the following kinds:-

- (1) The option of Meeting-place
- (2) The option of Animals
- (3) The option of Conditions
- (4) The option of Delayed Payment of the price
- (5) The option of Inspection and Incorrect Description
- (6) The option of Deception
- (7) The option of Defect
- (8) The option of Trickery
- (9) The option of Sales unfulfilled in part
- (10) The option of Unfulfilled Conditions

First Option

On the option of Meeting-place.

Article 397.

Each party to the transaction, subsequently to the conclusion of the sale, while in the place of meeting and before the parties have separated, has the option of rescinding the sale.

Second Option

On the Option of Animals.

Article 398.

If the thing sold be an animal, the purchaser has the option

of rescinding the sale until three days after the conclusion of the sale.

Third Option

On the Option of Conditions

Article 399.

It is possible that the sale may be concluded subject to the condition that either the seller, or the purchaser, or both of them, or some other person, should have right of cancelling the transaction within a specified period.

Article 400.

If the moment of commencement of the specified period be not mentioned, the commencement will be reckoned as from the date of the transaction; otherwise the period will be as laid down in the agreement of sale.

Article 401.

If no period be specified for the option of Condition, both the condition of option and the sale are null and void.

Fourth Option

On the option of Delayed Payment of the Price.

Article 402.

If the thing sold is a concrete object, or is of that nature, and if no period is specified by the two parties for the payment of the price or the surrender of the thing sold, the seller has the option of rescinding the sale when three days have elapsed since the date of the transaction and neither the seller has delivered the thing sold to the purchaser nor the purchaser has paid the whole price to the seller.

Article 403.

If the seller should, in any way whatever, apply for the purchase money, and if it appears from the evidence that his inten-

tion was to oblige the purchaser to complete the sale, his option will disappear.

Article 404.

Should the seller, within three days from the date of the sale, deliver the whole of the thing sold to the purchaser, or should the purchaser pay the whole of the price, the seller will no longer have any right to rescind the contract, even though it should happen, in any way whatever, that the thing sold returns the seller or the price paid to the purchaser.

Article 405.

If the purchaser proffers the price and the seller refuses to accept it, he loses his right to cancel the contract.

Article 406.

The option of Delay is purely for the seller; the purchaser does not enjoy this right of option owing to a delay in the delivery of the thing sold.

Article 407.

The payment of part of the price, or the delivery of same to a person who is not authorised to receive it, does not avoid the option of the seller.

Article 408.

If the purchaser gives surety for the price, or if the seller draws a bill for the price and the bill is honoured, the Option of Delay is void.

Article 409.

If the thing sold is one of those things which spoils or deteriorates before the expiration of three days, the commencement of the option is from the time that the thing sold is about to spoil or to deteriorate.

Fifth Option

On the option of Inspection and Incorrect description,

Article 410.

If a person should buy a thing from its description only without having seen it, and should then find on inspection that it does not possess the description which had been made, he has the option of either cancelling the sale or of accepting the object as it is.

Article 411.

If the seller has not seen the thing, whereas the purchaser has seen it, and the thing sold possesses qualities which are other than those described, the seller only shall have the right of cancellation.

Article 412.

If the purchaser has seen a portion of the thing sold, but has only bought the rest from description or by way of samples, and finds that that portion is not in accordance with the description or with the samples, he can either reject all the thing sold, or accept it all.

Article 413.

If one of the parties to the sale has previously seen the goods and makes the transaction on the basis of his previous inspection and if it appears, after inspection, that the said goods do not possess the qualities which they previously had, he shall have the option of rescinding the transaction.

Article 414.

In a sale of merchandise of a general description there is no Option of Inspection, and the seller must deliver goods which are in accordance with the descriptions laid down by the two parties,

Article 415.

The option of inspection and incorrect description is effected immediately after inspection.

Sixth Option

On the option of deception.

Article 416.

Either of the parties to a transaction if he has suffered an evident deception, may, after being apprised of the deception, cancel the transaction.

Article 417.

An evident deception is one which amounts to one fifth of the price or more; if the deception is less than this in amount, it is still "evident" if in accordance with common usage it is not susceptible of being overlooked.

Article 418.

If the deceived party knows, at the time of the transaction, the proper price of the thing sold, he will have no right of cancellation.

Article 419.

In the determination of the extent of the deception, the conditions of sale must be taken in consideration,

Article 420.

The option of deception is effective immediately after the detection of the deception.

Article 421.

If a person who has deceived the other party to the transaction delivers the difference in price, the Option of Deception does not disappear unless the deceived party agrees to receive the difference in price.

Seventh Option

On the option of defect.

Article 422.

If it appears, after the transaction, that the thing sold was defective, the purchaser has the option either to accept the defective thing together with compensation for its defect, or to cancel the transaction.

Article 423.

The Option of Defect attaches to the purchaser when the defect was hidden, but existed at the time of the transaction.

Article 424.

A hidden defect is one which the purchaser, at the time of the transaction, was not cognisant of its existence, whether this ignorance arose from the fact that the defect was really concealed, or whether the defect was evident but the purchaser did not realise that fact.

Article 425.

A defect which occurs in the thing sold after the sale but before delivery is to be regarded in the same way as a previous defect.

Article 426.

The determination of a defect shall take place in accordance with "Urf" (common usage) and custom, and therefore may vary with time and place.

Article 427.

If, in connection with the appearance of the defect, the purchaser should exercise his option of receiving compensation therefor, the difference in price which must be given to him will be decided in the following way;-

The true price of the thing sold, in undamaged condition, and the true price of the thing in its damaged state, will be determined by experts.

If the price of the thing, undamaged, be equal to the price of the thing as fixed by the parties to the transactions at the time

of the sale, the difference between this price and the price of the thing in its damaged state will be the amount of compensation,

And if the price of the thing sold in the undamaged state is less or greater than the price of the transaction, the proportion which the price of the thing in the damaged state bears to the price undamaged will be calculated, and the seller will retain that proportion of the price fixed on in the transaction, and will give back the rest to the purchaser by way of compensation.

Article 428.

Should the experts disagree, the average of their price will be the authoritative price.

Article 429.

In the following circumstances the purchaser cannot cancel the sale; he may only take compensation;-

1. If the thing sold is destroyed when the purchaser; or if the thing be transferred to someone else.

2. If the thing sold is subjected to change, whether the change is due to the action of the purchaser or not.

3. If after delivery of the thing sold, another defect should take place in it: unless it should have taken place during the the purchaser has his special option; in that case no impediment exists to cancellation, and to the return of the object.

Article 430.

If the defect which takes place after delivery arises as the result of a former defect, the purchaser will also have the right to return the thing sold.

Article 431.

Should there be several things sold as part of the same transaction, in such a way that the price of each several thing is not separately fixed, if certain of them are found to be damaged, the purchaser must either return all of them and receive back the price, or keep all of them and take compensation, no discrimination may take place except with the consent of the seller.

Article 432.

Should the seller in a transaction be a single person, while there are many purchasers, if a defect appears in the thing sold, one of the purchasers may not singly return his portion while someone else retains his, except with the consent of the seller; and so, if they do not all agree in returning the thing sold, the only right which remains to each of them is the right of claiming compensation.

Article 433.

If in one transaction the sellers are more than one in number, the purchaser may return the portion of one of them while he retains the portion of another and claims compensation.

Article 434.

If it appears that the defective thing has in actual fact no proprietary worth and no price, the sale is void; and if a part of the thing sold has no value, the sale in respect of that part is void and the purchaser has, in respect of the remainder, a right of cancellation in consideration of the Option of Sales Unfulfilled in part.

Article 435.

The option of defect, after it becomes known, comes immediately into operation.

Article 436.

If the seller accepts no responsibility for the defect in such a way that he can establish the fact that he was not responsible therefor, or if he sells the object with all its defects, the purchaser will have no right of recourse against the seller when a defect appears; and if the seller makes reservations against one particular defect, he will be relieved of liability only in respect of that particular defect.

Article 437.

In respect of rules relating to defects, the price paid for a thing if that price be something not money, follows the same rules as those applying to definite goods sold.