

قانون مدنی ایران به انگلیسی (۹)
(9) Iranian Civil Code

Eighth Option

On the Option of Trickery.

Article 438.

Trickery denotes conduct which causes the other party to the transaction to be misled.

Article 439.

If the seller practices trickery, the purchaser will have the right to cancel the sale, and similarly with the price paid by the purchaser, if the latter practices trickery.

Article 440.

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

Ninth option

On the Option of Sales Unfulfilled in part.

Article 441.

The Option of sales unfulfilled in part arises when the transaction, in respect of a part of the thing sold, is void for any reason; in that case the purchaser will have the right to cancel the transaction, or else to accept that part of the thing in respect of which the transaction was valid, while returning the price of that part in respect of which the transaction was void.

Article 442.

When the Option of sales unfulfilled in part comes into

force, the portion of the price which must be returned to the purchaser is calculated as follows:-

That part of the thing sold which becomes the property of the purchaser will be valued alone; the seller will then keep that portion of the price which bears to the whole purchase price the same ratio as the value of the portion mentioned above bears to the value of the whole thing sold in its entirety; and the seller must return the rest to the purchaser.

Article 443.

The option of sales unfulfilled in part arises when the purchaser, at the time of the transaction, did not know that the sale was unfulfilled in part; but in any case the price will be divided.

Tenth option

On the option of unfulfilled Conditions.

Article 444.

The option of Unfulfilled Conditions arises in the circumstances recorded in Article 234 to 245.

Item (2)

On the Rules

Concerning Options in General.

Article 445.

All options descend after death to the heir of the deceased.

Article 446.

(But) it is possible that, an option of conditions may arise expressly as being concerned solely with the person mentioned in the condition; in that case it will not descend to the heir.

Article 447.

If the condition of option arises for a person who is not

one of the parties to the contract, it will not be transferable by inheritance.

Article 448.

It is possible to provide, in the deed of sale, for the avoidance of all or any of the options.

Article 449.

Cancellation arises whenever any word is said or any deed done which indicates cancellation.

Article 450.

Any possessory acts which are by their nature an indication of satisfaction with the transaction amount in practice to acceptance; for instance, if the purchaser who has an option, and who knows that he has an option, sells the object or pawns it.

Article 451.

Any possessory acts which are by their nature an indication that the contract is cancelled, amount in practice to a cancellation.

Article 452.

If both of the parties to a contract have an option, and one of them accepts while the other cancels, the transaction is cancelled.

Article 453.

In regard to Options of Meeting-place, of Animals and of Conditions, if the thing sold, after delivery but during the existence of the option of the seller or of the two parties, is destroyed or becomes defective, the purchaser is responsible; and if the option is confined to the purchaser, the destruction of the defect incurs the responsibility of the seller.

Article 454.

If the purchaser lets out the thing sold on hire, and the

sale is the cancelled, the hire is not void unless it has been expressly or impliedly agreed that the purchaser is to have no right of transference of the thing sold either in respect of itself or its profits; in which case the hire is void.

Article 455.

If after the conclusion of the Contract, the purchaser converts to another's use either the whole or a part of the thing sold, as for instance if he mortgages it to some person, the cancellation of the transaction will not affect the rights of the said person unless a condition has been broken.

Article 456.

Every species of option can exist in all binding transactions, except the options of Meeting, of Animals, and of Delayed Payment, which are confined to sales.

Article 457.

Every sale is binding unless one of the options are established in regard to it.

CHAPTER III. SECTION 2 ON CONDITIONAL SALES

Article 458.

In the contract of sale the transacting parties may make a condition that if ever the seller, within a specified period, gives back to the purchaser the whole of the equivalent of the price, he may exercise an option of cancellation of the transaction in regard to the whole of the thing sold, similarly they may make a condition that if ever he gives back a portion of the equivalent of the price, he may have the option of cancelling the transaction in regard to all of or part of the thing sold; in any case, the right of option depends on the contract made by the two parties. And if there is no special mention of whether the whole or whether a part of the price has to be returned, the option will not be established unless the whole of the price is returned.

Article 459.

In a conditional sale, immediately on completion of the transaction the thing sold becomes the property of the purchaser, subject to the option held by the seller. Therefore if the seller does not abide by the conditions fixed between him and the purchaser regarding the return of the thing sold, the sale will become unconditional, and the purchaser will become the unconditional proprietor of the thing sold; and if on the contrary, the seller acts in accordance with the above-mentioned conditions, and asks for the return of the thing sold, it will become the property of the seller from the moment of cancellation; but the accretions and profits accruing from the thing sold from the time of the transaction until the time of the cancellation belong to the purchaser.

Article 460.

In a conditional sale, the purchaser may not perform any proprietary act in regard to the thing sold which conflicts with the option, such as for instance transference of alienation.

Article 461.

If the purchaser, at the time of the option, refuses to accept the price, the seller may hand over the price to the judge or his deputy and may cancel the transaction.

Article 462.

If the thing sold by way of conditional sale becomes transferred to the heirs of the purchaser by reason of the latter's death, the right of cancellation by the seller remains unchanged, in regard to the heirs.

Article 463.

If in a conditional sale, it becomes apparent that the object of the seller was in reality not a sale, the rules as to sales will not be applied to it.

CHAPTER III. * SECTION 3**ON BARTER****Article 464.**

Barter is a transaction whereby one of the parties to the transaction gives a thing in exchange for another thing received from the other party to the transaction, without any stipulation that one of the things exchanged should be a thing sold and the other a price.

Article 465.

In barter the special rules relating to sales do not apply.
