

قانون مدنی ایران به انگلیسی (۱۰)

(۱۰) Iranian Civil Code

CHAPTER III - SECTION 4

ON HIRE

Article 466.

Hire is a contract whereby the hirer becomes the owner of the profits resulting from the thing hired. The person who lets out on hire is called the "Mujir" (lessor); the person who hires is called the "musta' jir" (lessee) and the thing which forms the subject of the hire is called "ain-i-musta' jareh" (the thing hired).

Article 467.

Inanimate things, animals, or persons may all be the subject of hire.

SUBSECTION I. - ON THE HIRE OF INANIMATE THINGS

Article 468.

In the hire of inanimate things the period of hire must be specified, or else the hire is void.

Article 469.

The period of hire begins from the day arranged between the two parties; and if in the deed of hire there is no mention of any time for commencement, the period will begin from the moment of the transaction.

Article 470.

It is an essential condition of a contract of hire that the lessor is able to deliver the thing hired.

Article 471.

In order that the contract of hire may be valid, it must be possible that the thing hired may be capable of engendering profits while remaining in its original state.

Article 472.

The thing hired must be a specified thing, and the hire of a thing which is imperfectly known or which is uncertain is void.

Article 473.

It is not necessary that the lessor should be the proprietor of the thing hired, but the proprietor, if he wishes to let the property, must be the proprietor of the profits arising from the thing hired.

Article 474.

The lessee may let the thing hired to another person, unless in the lease there is a stipulation that he should not do so.

Article 475.

The hire of thing held in undivided shares is allowed, but the delivery of the thing hired depends on the permission of the partner.

Article 476.

The lessor must deliver the thing hired to the hirer; if he refuses to do so the lessor will be compelled; and if it proves impossible to compel him, the lessee will have the option of cancellation.

Article 477.

The lessor must deliver the thing hired in such a condition that the lessee is able to make use of the thing hired in the way desired.

Article 478.

If it is established that the thing hired was, at the time of hiring, defective, the lessee may cancel the lease, or he may accept to hire it for the whole rent in the same state that it was in; but if the lessor removes the defect in such a way that no less results to the lessee, the latter will have no right of cancellation.

Article 479.

In order that a defect shall entitle the hirer to cancel the lease, it is necessary that it should be a defect which causes a prejudice to the profits or makes them more difficult.

Article 480.

A defect which occurs after the contract of lease and before any profit has been realised from the thing hired gives rise to an option; and if a defect occurs during the course of the lease, the option is established for the remainder of the period of hire.

Article 481.

If the thing hired, in consequence of a defect, is no longer capable of realising profits, and the defect cannot be removed, the lease is void.

Article 482.

If the thing which forms the subject of hire is one of a species of a general nature, and one unit of the same which was delivered by the lessor is defective, the lessee has no right of cancellation, but he can compel the lessor to change the defective unit; and if it is impossible to change it, he will have the right of cancellation.

Article 483.

If during the course of the lease, the thing hired is destroyed, in part or as a whole, the lease, from the time of the destruction, is cancelled in relation to the proportion of the thing which has been destroyed; and if part of it has been destroyed, the lessee has

the right of cancellation of the lease in regard to the remainder of the thing hired, or else to claim only a proportionate reduction in the rent.

Article 484.

The lessor may not, during the period of the lease, introduce changes in the thing hired, in such a way that the changes prejudice the lessee's purpose in hiring.

Article 485.

If during the course of the lease, repairs become necessary in the thing hired, so that if they are delayed, loss will result to the lessor, the lessee may not prevent the repairs, even though during the whole or part of the time occupied by the repairs he is unable to make use of the whole or part of the thing hired; in that case he will have the right to cancel the lease.

Article 486.

The repairs, and the whole of the expenditure which is necessary in order to maintain the thing hired in a state in which it is able to earn profits, are the responsibility of the proprietor, unless other conditions have been agreed upon, or unless the customary law of the place provides the contrary; similar rules hold for the instruments and appliances which are necessary for the maintenance of the thing hired in a state in which it can earn profits.

Article 487.

If the lessee exceeds his powers or abuses the thing hired and the lessor is unable to prevent that, the lessor has the right of cancellation.

Article 488.

If a third person, without claiming any right, should interfere with the lessee in respect of the thing hired or the profits thereof, and if this takes place before the lessee enters into possession, he has the right of cancelling the lease; and if he does not cancel the lease, he has recourse against the interferer in respect of the

cessation of the interference and of the payment of a reasonable equivalent for the part in which he interfered; while if the interference takes place after the hirer has entered into possession, he has no right of cancellation, and can only have recourse against the interferer.

Article 489.

If the person who interferes claims any right relating to the things hired or to the profits thereof, the interferer may not seize the thing hired from the possession of the hirer, unless he first proves his right in a suit to which both lessor and lessee are parties.

Article 490.

The hirer must:-

- (1) treat the thing hired in a normal way and not use it excessively or abuse it.
- (2) use the thing hired for the purpose which was agreed upon in the lease, or if no purpose was specified, for the purpose of profit in the way indicated by the circumstances and conditions of the lease.
- (3) pay the rent on the terms agreed upon, or if no terms were agreed upon, in cash.

Article 491.

If the kind of exploitation which is mentioned in the lease does not envisage exclusively the kind of exploitation intended, the hirer can use the thing in such a way that it suffers a loss equal to or less than the loss which it would have suffered if it had been used in the way indicated in the lease.

Article 492.

If the hirer uses the thing hired in a manner other than that mentioned in the lease, or than that which can be assumed from circumstances and conditions of the lease, and it is not possible to prevent that, the lessor will have the right to cancel the lease.

Article 493.

The hirer is not a guarantor in respect of the thing hired, in this sense, that if the thing hired, without having been over-used or abused by him, should be destroyed, he will not be responsible, but if the hirer over-uses or abuse the things, he is a guarantor, even of the prejudice suffered is not the result of his having abused or over-used it.

Article 494.

The contract of lease finishes immediately its period expires; and if the hirer retains the thing hired after the expiry of the lease in his possession without the permission of the proprietor, the latter will be entitled to a reasonable compensation for the period of retention, even if the hirer has drawn no profit therefrom; and if he retains possession with the permission of the proprietor, he must continue the payment of the rent only if he draws profits therefrom, unless the proprietor has allowed him to retain the thing gratis.

Article 495.

If a guarantor has been given in relation to the payment of the rent, the guarantor will not be liable for the reasonable compensation mentioned in the foregoing article.

Article 496.

The contract of lease will, on the destruction of the thing hired, be void as from the date on which the thing is destroyed; and in regard to any departure from the conditions agreed upon between the lessor and the hirer, the option of cancellation will become established from the date of such departure.

Article 497.

The contract of lease will not become void owing to the death of the lessor or hirer; but if the lessor is the owner of the thing hired only for the duration of his own life, the lease is void on the death of the lessor, and if one of the conditions of the lease

has been that thehirer shall himself take charge of the thing hired, the lease is void on the death of the hirer.

Article 498.

If the thing hired be transferred to another, the lease remains in force, unless the lessor has made a condition that he shall have the right of cancellation if the thing is transferred.

Article 499.

If a trustee of an endowed property, in pursuance of the objects of the endowment, should let the thing endowed, the lease will not be void on the death of the trustee.

Article 500.

In a conditional sale, the purchaser may let the thing sold for the period during which the seller has no right of option, And if the lease is incompatible with the option of the seller, he must safeguard the rights of the seller by means of making an option or the equivalent thereof; otherwise the lease, in so far as it is incompatible with the rights of the seller, will be void.

Article 501.

If in the lease the period is not specified clearly, and if the rent is specified as a certain sum per day, per month or per year, a lease for one day, one month or one year will be valid; and if the hirer retains the thing hired in his possession for priods longer than those mentioned, and the lessor does not request him to evacuate, the lessor will be entituled to the rent at the rate agreed upon according to the time which has elapsed, in virtue of their mutual agreement.

Article 502.

If the hirer carries out repairs in the thing hired without the permission of the proprietor he will not have the right to claim the price of those repairs.

Article 503.

If the hirer, without the permission of the proprietor, erects buildings or plants trees in the house or the land which he has hired, both the lessor and the hirer will have the right, whenever he likes, to pull down the building or pull up the trees; in that case, if the thing hired suffers any damage, the hirer is responsible.

Article 504.

If in accordance with the lease, the hirer is permitted to erect building sor plant trees, the proprietor cannot compel the hirer to pull down those buildings or pull up those trees; and if after the expiry of the period a building or trees remain in the possessio nof the hirer, the proprietor will have the right to claim reasonable rent for the land; and if they are i nthe possession of the proprietor, the ihrer will have the right to claim reasonable rent from the proprietor.

Article 505.

Instalments of rent which, by reason of the fact that the time for their payment ha snot arrived, have not become a liability of the hirer, shall not become immediately payable by reason of hi sdeath.

Article 506.

In leases of cultivable land, any kind of pests which attack cultivated plants are the responsibility of the hirer, unless other arrangements have been agreed upon in the lease.