

قانون مدنی ایران بانگلیسی (۱۵)

(15) Iranian Civil Code

SECTION XIV

ON GENERAL CONSIDERATIONS

SUBSECTION I

ON CONTRACTS OF GUARANTEE

Article 684.

A contract of guarantee is defined as such that a person takes upon himself the responsibility of a property which forms an obligation upon another person.

The person who accept the obligation is called the *Zámin* guarantor); the other person is termed *Mazmunun lah* (he to whom the guarantee is given, i.e. the creditor), and the third third person is termed the *Mazmunun anh* (he from whom the guarantee is given) or the original detor.

Article 685.

In contract of guarantee the consent of the original debtor is not an essential condition.

Article 686.

The guarantor must have capacity to transact.

Article 687.

It is permissible to be a guarantor of a person under wardship or dead.

Article 688.

It is possible for the guarantor to furnish a guarantee.

Article 689.

If more than one person become guarantors for a man, the guarantee of the person whom the creditor accepts is the valid guarantee.

Article 690.

In a contract of guarantee it is not essential that the guarantor should be the possessor of property; but if the person to whom the guarantee is given is ignorant, at the time of guarantee, of the lack of means of the guarantor, he can cancel the contract; but if the guarantor, after the contract becomes destitute, the person for whom the guarantee is given has no option.

Article 691.

A guarantee in respect of a debt the cause of which has not yet arisen is void.

Article 692.

In a present debt it is possible for the guarantor to specify a period for the payment; and similarly for a debt due at a future time he can engage to pay it immediately.

Article 693.

The person to whom the guarantee is given can in a contract of guarantee require a pledge from the guarantor, even though no security as taken in the original debt.

Article 694.

It is not essential for the guarantor to know the amount, the details, and the conditions of the debt which he guarantees; hence, if a person becomes the guarantor of a debt of a person without knowing what the amount of it was, the contract of guarantee is valid; but a guarantee of one of several debts, such that there is a doubt which one is meant, is void.

Article 695.

It is not necessary for the guarantor to know personally the person to whom the guarantee is given or the original debtor.

Article 696.

It is possible to guarantee any debt, even if there is a mention of a cancellation as a condition therein.

Article 697.

A contract of guarantee is permissible from the purchaser or seller in respect of a defect in the thing sold or of its value whenever either the thing or its value attaches to a third person.

SUBSECTION 2

**On the effect of a guarantee on the guarantor
and the person to whom a guarantee is given
(i. e. on the creditor)**

Article 698.

After the guarantee is validly made, the obligation of the original debtor is discharged and the obligation of the guarantor towards the original creditor comes in to force.

Article 699.

A suppositional guarantee, as for instance if the guarantor says if the debtor does not pay I will be the guarantor is void; but it is possible to make conditions in respect of an obligation to pay.

Article 700.

A guarantee which lays down conditions concerning the existence there (i.e. existence of a debt), as for instance if the guarantor undertakes that if the person guaranteed is in debt the guarantor will guarantee him, is not void.

Article 701.

A guarantee is a binding contract, and the guarantor or the person to whom the guarantee is given cannot cancel it, unless in case the guarantor becomes indigent as laid down in Article 690; or if there be a right of cancellation in respect of the debt which is guaranteed; or if the conditions of the contract are not adhered to.

Article 702.

If the guarantee specifies a period, the person guaranteed cannot claim his due from the guarantor before the expiry of the period, even if the debt be repayable at sight.

Article 703.

In a sight guarantee the person guaranteed has the right to claim his due, even though the debt may be payable after a certain term.

Article 704.

A general guarantee is a sight guarantee, unless it becomes evident, from proofs, that it relates to a period.

Article 705.

A delayed guarantee becomes a sight guarantee on the death of the guarantor.

Article 706.

If the debt is payable after a certain period, but the guarantee is at sight the person to whom the guarantee is given has the right to claim from the guarantor, after the guarantee.

Article 707.

If the claimant releases the guaranteed person from his obligation, the guarantor will not be released, unless the object of the claimant is to abolish the debt altogether.

Article 708.

A person who is a guarantor for a defect in a thing sold is released on the contract of sale for reasons of non-fulfilment of contract or of an option.

SUBSECTION 3

On the effects of a guarantee as between the guarantor and the guaranteed debtor

Article 709.

The guarantor has no right of recourse against the guaranteed debtor except after the payment of the debt; but he can have recourse if the guaranteed debtor has engaged to obtain a release for him within a specified time, and that time has elapsed.

Article 710.

If the guarantor, with the consent of the creditor, assigns the payment of the debt to another, and if that person agrees to pay it, it is as though he (the guarantor) has the debt, and he has a right of recourse to the guaranteed debtor; the same holds when the debt is assigned by the claimant to the guarantor.

Article 711.

If the guarantor pays the debt, and the guaranteed debtor pays it again, the guarantor will not have recourse against the creditor, but must refer to the guaranteed debtor; and latter can take back from the creditor what he paid him.

Article 712.

If the creditor dies, and guarantor becomes his heir, he has heir, he has a right of recourse to the debtor.

Article 713.

If the guarantor gives to the creditor less than the debt, he cannot claim from the debtor more than he has given, even if he has given, even if he has compromised for less than the amount of the debt.

Article 714.

If the guarantor gives to the creditor more than the debt, the debt, he has no right to claim more, unless he has given it with the permission of the debtor.

Article 715.

If the debt is payable at the end of a term, and the guarantor pays it before the due date, he cannot claim from the debtor as long as the period of the debt is still unexpired.

Article 716.

If the debt is payable at sight, whenever the guarantor pays it, he can refer to the debtor, even though the guarantee was for a period which had not then elapsed, unless the debtor has given permission for a deferred guarantee.

Article 717.

If the debtor pays the debt, the guarantor is released, even though the guarantor may not have given the debtor permission to pay.

Article 718.

If the creditor releases the guarantor from the debt, the guarantor and the debtor are both released.

Article 719.

If the creditor releases the guarantor, or if another pays the debt gratuitously, the guarantor has no right of recourse to the debtor.

Article 720.

A guarantor who guarantees with the object of doing a spontaneously benevolent act has no right of recourse to the debtor.

SUBSECTION 4

On the effect of a guarantee on more than one guarantor

Article 721.

If several persons give a guarantee to a person in respect of a debt by way of shares, the guaranteed creditor has the right of recourse to each one of them to the extent of his share only; and if one of the guarantors pays the whole of the debt he can refer to each one of the guarantors who agreed to the payment, to the extent of his share.

Article 722.

A guarantor of a guarantor has no right of recourse to the original debtor, but must refer to his own creditor; and in the same manner every guarantor has recourse to his creditor, and so on up to the original debtor.

Article 723.

It is possible that a person renders himself responsible for the payment of the another in the course of a binding contract; in that case the fact the obligation is conditional does not render it void, as for instance when a person incurs an obligation to pay the debt of a debtor on condition that the debtor fails to pay.
