

A Comparative Study of the Nature and Effects of the Condition Subsequent in Imamiyyah Jurisprudence and Common Law Legal System

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Abstract

One of the most commonly used conditions in contracts governed by common law is the condition subsequent, which refers to an event or circumstance that, if it occurs, terminates the obligation of one party to the other and creates a strong guarantee of enforcement. Nevertheless, it can be claimed that not only do none of Iran's jurisprudential institutions align or overlap with this condition, but no research can also be found in domestic scientific sources to explain this important condition. However, many of its functions in common law can be considered as a comprehensive individual between the condition of termination and the suspended right of termination in Imamiyyah jurisprudence, and the validity of stipulating such a condition in contracts can be proven based on the validity of these two concepts in Imamiyyah jurisprudence and civil law, supported by general and contractual principles such as the principle of validity and the principle of sovereignty of the will.

The effects of the condition subsequent become clearer through a comparative study of cases, judicial rulings, and analyses by common law jurists. Accordingly, it can be argued that stipulating a condition subsequent in a contract imposes an obligation on the obligated party to take all necessary and reasonable actions to fulfill the condition and maintain the contractual relationship. The consequences of its non-fulfillment, depending on how the condition is stipulated in the contract, the intent of the parties, and the reason for its non-fulfillment, may result in the termination of the contract or the creation of a right of termination for one or both parties.

Keywords: Condition subsequent; Condition precedent; Termination condition; Suspended right of termination; Contractual terms of Common law; Effects of the condition subsequent.

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