



## **Check the time on Commercial Disputes in Iranian law and International regulations**

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### **ABSTRACT**

In legal literature, review specific time business can be defined as: "Over time, certain businesses that claim that after the deadline the creditor commercial (commercial document holder) against the debtor (any official document) will not be accepted in courts ". In the course of time commercial documents Article (318) of the Commercial Code provides: "Claims recurrent bills and IOU and the Czech Republic by commercial or commercial matters issued after the expiry of five years from the date of protest Or the last prosecuting in the courts will not be heard unless this period is officially acknowledge the true religion over time from the date in which case the source is acknowledged is. If there is no objection from the date of expiry of the deadline for appeal starts over time." So deadline time is 5 years in commercial documents and the lapse of time is the only person who has raised a lawsuit against him, Within 5 years from the date of protest or last prosecuting confessed to religion, in which case the time five years from the date of acknowledgment or prosecution Will start. However, due to the material (274) to the Commercial Code, subject to limitations set forth in article (318) fights against the drawee only about staying in the draft or bill provider that holds the promise to not Creditor And includes endorsements and bill provider that way you will not have to promise to the creditor. According to Article (274) of the Commercial Code, if the holder of the draft bill to be seen, within one year from the date of its issuance, the draft does not demand from the drawee or the promise of seeing you, within one year from the date of its issuance, acceptance Barati the drawee will, Bratdhndhay recourse to the endorser and the way you brought to the drawee, for this you will lose and these people will not be prosecutable And that means time is about one and two years. The material (275), (276) and (277) to the holder of the Commercial Code, the issuer and endorser allows you to more or less live with their agreement this deadline. The deadline stipulated in Article (273) of the Commercial Code is not a rule, but a rule complete. In this study, we consider that legal rules and regulations regarding business proceedings with respect to "Over time, the rule of law" was discussed.

**Keywords:** Business Law, over time, commercial litigation, business procedure, commercial law.

Received 27.09.2016

Revised 10.10.2016

Accepted 30.11.2016

### **INTRODUCTION**

Judgment is not a means of realization of established facts, as it is a means of settling the hostilities, protecting regulations and preventing peace disorder. In many cases, since a long time has passed from the date of demanding the claimed right, it is difficult for the judge to distinguish between right and wrong and to investigate the litigation, and perhaps it will disturb the public peace and consequently hurt the public order and regulations. In Iran, in the former law of civil procedure, this matter was used to abandon the action and persecution and to issue and execute the verdict. But, after the Islamic revolution legitimacy of this law was doubted and after having been investigated in the Guardian Council, some articles of the civil procedure law legislated because of prescription and articles associated with this law in criminal law were announced irreligious. However, the Islamic religion has never whether negatively or positively objected the subject matter of prescription and only in some of religious books the probability of injustice as a result of prescription has been discussed. Therefore, in order to establish the relations and deals especially the business ones, it is necessary to determine the limits. And consequently, the necessity of reviving the prescription regulations in law of civil procedure is felt although our legislator has implicitly observed prescription in some particular laws such as business laws and criminal

claims related to cheque [1-3]. The legitimacy of observing prescription issue in particular laws, including the business law, have caused a controversy among the experts.

### **Literature and Background of Research**

On this subject matter, within juridical domain some researchers have previously been done. A research by Dr. Mohsen Shafahi titled "Islam and Prescription" has been carried out mainly to deny it. Moreover, some theses entitled "Prescription in Iran's Criminal Laws" have been written which are merely focused on criminal issues. There are also some essays that study and explain the former law of procedure and the necessity of reviving prescription. One of the essays dated back to 1995 and is only in 8 pages; of course, it must be noted that the other associated essays are not much different from this one. What is obvious is the lack of an active and dynamic background on this subject matter [4-7].

### **Research hypotheses**

#### **A) Main hypothesis**

- It seems that the Iranian legislator, following the international regulations and documents \_ including French, Belgian, and Swiss laws at the time of legislation of the aforementioned law\_ in articles (318) and (319) of business law passed in 1311, accepted the issue of prescription in business claims.

#### **B) Secondary hypotheses**

1. The juridical-legal verdicts and ideas of the Guardian Council members are basically altered during the time; the source of these changes can be variable.
2. In the ideas of the Guardian Council and also in the legal texts, there is no specification signifying illegitimacy of prescription in business law.
3. The new regulations and standards about prescription in the present and future \_ including the bill of business procedure \_ is undoubtedly the text of law which has to be eventually passed through the Guardian Council's filter.
4. It seems that the law \_ laws\_ ruling the issue of prescription in business claims must be considered the business law and the law of civil procedure; by extended interpretation, the civil law can also be assumed as related to the subject.

### **METHODOLOGY**

In the present study, due to its theoretical nature and also unnecessary of questionnaire and statistical methods, the needed data were gathered through the library method and based on description and analysis.

#### **Prescription**

The term prescription literally means passing of time. Time, here, signifies the time period determined and limited in law. Some lawyers do not consider this interpretation to be true because the passing time is always happening and this term conveys nothing about past and does not reveal its relation to the past; but, they have admitted that there is a notion of the past in this term.

#### **Business Claims**

Claim, in religious terms, is the utterance by which man asks for proving a right to the other, and in jurisprudence it includes announcing a right, to the judge or ruler, belonging to him against the other and in presence of the other. If this announcement is not to the judge or ruler or not in presence of the other, it is not called claim. Claim is an action done to establish a right that is being denied or violated.

### **Particular Foundations to Justify Prescription in Business Claims**

Although on business prescription there are not any other particular foundations than what was discussed above, regarding the significance of speed and safety in business relations, it is vital to accept prescription in business law. Moreover, since the effects of prescription in business law are different, we have to address this issue separately. In this section, we examine the special reasons why the legitimacy of prescription in business law can be justified.

### **RESULTS AND DISCUSSION**

#### **Examining Some Advantages of Business Claims**

The business laws are usual requirements of business relations. Because of significance and the growing influence of business relationships in any country's economy, speed, trust, and certainty are three strategic goals to achieve the final important aim. Attending the differences between the effects of civil prescription and those of business prescription especially its particular effects, the controversy is whether loss of the business characteristic in a claim is irreligious or not? Whether or not the formation of a particular business law system within civil law is legitimate?

Obviously if the answer to the question above were positive and therefore the Islamic government could legitimately appoint such regulations, it would be flawless and lawful to remove such tasks and advantages after a given predetermined period of time and there would be logical concomitant between these two issues. Therefore, in case the particular law system and order are accepted in business claims in the Islamic law system, business prescription too will be undoubtedly approved. Because by observing the issue of prescription, the rightful will not be deprived of their legal right, but they will just miss the business advantages of it.

## **CONCLUSION**

Many influences in the world of law are originated from prescription; that's why it has been approved in the laws of most big law systems around the world. In Iran's law, because of the Guardian Council's ideas, this important issue has been removed from law of civil procedure. However, it is still observed in some special laws such as business law.

On the subject of prescription legitimacy appointed in business law, it must be said that according to the religious and legal books and the characteristics of business claims it seems that the probable negating of prescription by religion at most implies that prescription, in its common sense, cannot oppress any right; thus, prescription is not to be denied as a means of proving a claim, suing, and hearing it; the social order and its subsequent regulations, the formic formalities especially in business law, the influence of commercial relationships in the economy of a country, and the significance of speed in business and commerce require that not only the Islamic government but also any government to pass some regulations in order to maintain the public order, social security, and economic stability. Prescription, considering its effect in denying the right of suing, only strips, from the claimant and plaintiff, the right of initiating action in some particular cases in order to provide the social interests and benefits.

The influence of prescription approval in business relationships is not to waste the requirements, authorities, and special system ruling the business relation and it has never caused the loss of individual civil rights and advantages.

However, about the influence of the business prescriptions that waive a legal right, it can be said that the person whose legal right is waived, will be disconnected with the subject of legal right; thus, in case he can have access to the subject of legal right in a way or another \_ whether he gains it or the opposing party mistakenly hands it over to him\_ he must submit it to the rightful and the opposing party will have all the rights to initiate action to require him to restore it; Because in the legal prescriptions, after the deadline is passed and the determined agreement is not done, the right is waived and in fact it is included in commitment waiving and just like when the debtor pays their debt and serves justice, business prescriptions that waive a legal right, in fact serve justice.

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