

The Study of Irrevocability Rule in Contracts and Transactions

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Abstract: Among the jurisprudential rules which exists and is the subject of argument in transaction chapters, i.e. all bilateral contracts like buying, selling, marriage, Mozarea (a contract for agricultural purposes whereby one party provides the land for another to cultivate for a fixed share of a produce), and etc., there is a rule called irrevocability, at the time when there is doubt in their being irrevocable or revocable. It means that whenever we are in doubt about the irrevocability or revocability of a contract and have no specific reason for each, we perform irrevocability rule in the contract and say that the contract is irrevocable. In contract chapters, either in transactions and exchanges or treaties, the primary rule is irrevocability. This revocability may be on one side or both sides. The result of the rule is that if we are in doubt on the contract or transaction's irrevocability or revocability, the first rule will be its irrevocability unless a certain reason indicates its revocability.

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Introduction

The rule of presumption of irrevocability exists in contracts. It is one of the famous and important rules and principles of Islamic law and has been accepted in all legal systems of the world by the public as a certain legal principle. The first one who has argued the rule is Allameh Helli who has been followed by others (Bojnourdi, 1998: 195)

Jurists before Allameh have also spoken and discussed about the contracts' irrevocability, but it seems that they have not consider the irrevocability of buying and selling and the contracts' irrevocability as a principle and rule of jurisprudence. The examples of their writings about the chapter are as follow:

Ghazi Ebn –e- Boraj:

Issue 194, Question: if the seller conditions the buyer that there is no contract for both sides after option contract, will the condition be right or wrong? (Ebn –e- Boraj, 1990: 54)

Answer: The condition is right. The contract will be irrevocable under the condition of offer and acceptance and the principle is revocability of such a condition (Ebn –e- Boraj, 1990:55).

If the conditions of the contract are fulfilled, the mortgage will be right. But getting a mortgage is a necessary condition for the mortgagor and mortgagee i.e. in mortgage contract, irrevocability is considered for the mortgagor and revocability for the mortgagee. Of course, among the Shiite scholars, one believes in the irrevocability of mortgage for both sides. He has stated that the irrevocability of contract depends on offer and acceptance and according to the verse: "fulfill the contracts...", since mortgage is a contract, fulfilling it is irrevocable for both sides and parties. But the first view, irrevocability for mortgagor and

revocability for mortgagee, is more acceptable in Shiism (Ebn-e- Zohre, 1995: 243).

The statements mentioned from the religious books indicate that the jurists of fourth, fifth, and sixth century have believed in the contracts' irrevocability, especially in sale, and considered it as the result of doing the contract. But as mentioned before, they have not used irrevocability as a clear principle and rule. From the jurists, just Allameh Helli interpreted the contract's irrevocability as principle and, little by little, other jurists including Fakhrol Mohagheghin, Shahid – e - Aval, Fazel Meghdad, and ... followed him (Mohammadi Khorasani, 2011:21).

The Concept of Contract Regarding Word, Term, and Law

To clarify whether the requirement of the first principle of contracts is irrevocable or not, examining the concept of contract is necessary. Pundits say that the word "contract" means a strong, reliable, corroborated covenant and since both sides of the business have obligation or covenant about the transaction case, they called it contract. Contract, literally, means binding. In article 183 of Civil Code, contract has been defined as follows: contract is one or two individuals' obligation towards one or more persons on an issue which has been accepted by them.

Although jurists have had detailed study and discussion on irrevocability rule in contracts in all parts of jurisprudence, there are still many questions about this rule including:

- 1- What does irrevocability in contracts mean?
- 2- What does principle mean in irrevocability rule?

- 3- Does irrevocability principle consist of righteous and mandatory irrevocability or devote to righteous irrevocability?
- 4- Does irrevocability principle include all contracts (permission, covenant, ownership) or devote to some contracts?
- 5- Does conduct enter into the irrevocability principle?

We will answer the above questions as far as possible. In contracts like covenant and ownership contract, irrevocability is a principle unless it is said that the contract is revocable. Thus, where we have no reason for revocability of a contract, we refer to this principle and say that the principle in contracts is irrevocability. So, this contract is also irrevocable and this is the meaning of principle in the presumption of irrevocability which is referred to when there is a doubt.

Irrevocability means corroboration, staying continuous, staying with something and separating from it. In jurisprudence, it means a contract which has no transformation competency. It is a stable contract; contract in which both parties have no right to terminate it.

The Meaning of Irrevocability

Irrevocability means corroboration, staying continuous, staying with something and separating from it. In jurisprudence, it means a contract which has no transformation competency. It is a stable contract; contract in which both parties have no right to terminate it. Indeed, this is the nature of irrevocable contracts unless the legal legislator has a law that would prevent the irrevocability of the contract like: right of option in legal contracts. In other words, terminating the contract by one of the parties is not proper. This is similar to the world of genesis which neither is broken nor transformed. Sometimes, it is said "irrevocability of contract" which means that loyalty's behooving and its adherence is a duty i.e. it is one's duty not to break his promise. Ebn -e- Roshd writes about viewpoints differences:

Malikians and Hanifians present some reasons for irrevocability of sale contract including the holy verse: "O you who believe! Honor your contracts" in which God gives them the command to be loyal to their contracts which have promised. "Honor" is an imperative verb that denotes behooving while option of meeting place causes to leave the promise of performing contract. Therefore, according to the narrative: "the buyers and sellers until not separated" and the holy verse: "honor your contracts, it is said that accepting option of meeting place is incompatible. Thus, acting according to the verse is vested to the option of meeting place (Ebn -e- Roshd, 1994: 137).

Revocability and Irrevocability Types

Expressing revocability and irrevocability types is one of the preliminary discussions. Jurists have divided revocability and irrevocability into two types:

1. Contractual revocability and irrevocability which is also called righteous i.e. a revocability and irrevocability which come into being by the contract's creation; the examples are the irrevocability of sale contract and revocability of permission in seizing property.
2. Legal revocability and irrevocability which is also called mandatory i.e. a revocability and irrevocability that is expressed by the legislator; the examples are the irrevocability of marriage contract and revocability of donation to relatives by blood.

Types of Contract

Knowledge of various types of contract in transaction discussions, especially irrevocability and lack of irrevocability, is very useful because the extent of transactions, every day, brings new deals. To be familiar to the condition and effects of any contract, it is necessary to pay attention to its types. Contracts can be divided into various types regarding effects, subject, contract terms, and purpose. Since this division among the scientists of civil law has been more considered, some of their divisions are introduced. In article 180 of civil law, this is explained as follows: "contracts and transactions are divided into these types: revocable, optional, definite, and contingent". In article 185 and 186 of civil law, revocable and irrevocable contract are defined: "a contract is called irrevocable when none of the parties has the right to terminate the transaction, except in certain cases". "Revocable contract occurs when each party can terminate it any time" (Mansour, 2010: 48).

It is noted that unlike the irrevocable contract in which we need a reason to terminate it, terminating a revocable contract does not need any certain reason.

According to this division, the issue is fully clear because the contracts, whose revocability and irrevocability are clear, are excluded from the discussion and the contracts with indefinite revocability and irrevocability are included.

The Meaning of Principle in Presumption of Irrevocability

What is the meaning of Principle in Presumption of Irrevocability? Jurists have various goals and purposes about the word and its application: establishing principle is useful when there is a doubt about a case. Allameh has stated in *Tazkereh* that the principle is irrevocability in beia (sale) and considered it irrevocable and cited two reasons:

First, the term "beia" (sale) is an Arabic word for transportation, ownership, and transaction of one property to another; when a sale was fulfilled, a buyer sold an article to a seller, and the sale was run, then the article will become, certainly, the customer's

property. Then after the ownership assumption, a doubt and question may occur about if the seller regrets and decides to terminate the transaction for any reason, customer's ownership is lost or not? To answer the question, we use "Isteshab" (legal presumption of continuity of the *status quo* in doubtful cases) of property's survival and say that it is the customer's property. In other words, seller's termination has no effect and this is the right meaning of irrevocability.

Second, the main purpose of all transactions and their real philosophy is that humans and their trading partners can easily and confidently use their new property and this purpose is done when the transaction is irrevocable; in this way, each party is to secure that the transaction does not terminate by the other party; and the revocability and precariousness make the purpose not to be fulfilled; thus, the purpose of sale imply that the judgment is irrevocability (Mohammadi Khorasani, 2011: 21).

Sheikh Ansari and other jurists mention some points in expressing the definition of principle:

1-It is that basic rule which is used from scholars' custom that is their ways have been always based on irrevocability and fulfillment of obligation so that if a person does not adhere to the covenant promised to another person, he will be reproved by scholars and custom and he will be remembered as a traitor.

2-The principle is that literal rule which is comprehended through generalities and predictions and the principle of irrevocability that is the so-called rule announces irrevocability as decree like the verse "fulfill the contracts" which consists of the necessity to fulfill any covenant; and irrevocability is the necessity of fulfilling the covenant and clarifies a suspected individual's decree like the verse "those who believe in God must be bound to their conditions" in which irrevocability is useful (Mohammadi Khorasani, 2011: 23).

3-Legal presumption of continuity of the *status quo* in doubtful cases (Isteshab) is one of the meanings inferred to the principle. It means that when a contract is occurred, then the irrevocability comes after that. But the solidity and durability of irrevocability is questioned; accordingly, in these times, the principle of Isteshab is run according to the presumption of irrevocability rule and in times of doubts, the decree is based on the durability of irrevocability (Mohammadi Khorasani, 2011: 24; Helli, Bitā: 515).

4-Principle means preferred and obvious. Since most of the transactions made are irrevocability, if a contract is made outside and we are in doubt about its irrevocability and revocability, the preferred decree will be irrevocability (Ansari, 1999:13; Alkorki, 1987: 282).

The late Fazel Touni, the writer of the book "Vaafi" has disagreed Mashhour and believed that the principle laid down in the sale is revocability and his reason is the existence of the option of meeting place which exists in the sales and makes them to be contracted revocable and unstable from the very beginning.

The Fundamentals of Jurisprudential Rule

Religious and jurisprudential reasons are involved. Reasons that will guide us to the truth are religious presumptions or reasons and those which are not in this way, those which only meet the task and are purely practical function and express the apparent decree are called jurisprudential reasons.

1. Religious Reasons

Book:

A. Holy verse, "fulfill the contracts" (Maedeh 1)

In this verse, God has said: "fulfill the contracts". On the basis of this verse, two issues must be explained; first, what do we mean by "contract"? And second, what is the meaning of fulfilling contracts? This holy verse implies the presumption of irrevocability's reasoning. "Honor Your Contracts", means that fulfilling all contracts are irrevocable.

First quote: Ebn- e- Abbas states that "fulfill the contracts" means that you, the Muslims, observe and obligate those contracts you had made in the time before Islam and do not think you should betray after being Muslim. Islam has ultimately observed the honor of covenant and necessity to accomplish it whether its observing is beneficial or harmful for the covenant's owner. Indeed, one who enters into a contract with somebody, even he or she is a pagan, should know that the Muslim must fulfill his or her promise or avoid the act of making the contract because observing social justice is more essential and necessary than one's benefits or preventing one's loss unless the opposite party breaks his promise; in this case, the Muslim can also breach and violate to the amount that he has beached and violated because if breach and violation in this case are not also warranted, it means that one has made someone else his own servant and slave and this is so blameworthy and hated in Islam that, it can be claimed, the religious movement has originated to destroy it. If the manner and tradition of Islam are compared to the tradition of other civilized and uncivilized nations in respect of promise and covenant, especially the news we hear every day about the behavior of strong nations against weak ones and about how they deal, when we see that they keep their promises until it is beneficial to them and break them when they feel that it is not advantageous for their state and nation's interests, then we feel the difference between the two traditions in observing right and being at the service of truth. Surely, logic of religion deserves this and they deserve

that since there is not more than two logics in the world; one says: right must be observed at any cost because it is beneficial for the community; the other says: public interests must be observed by any means although the interests of the nation are met by violation of the right. The former logic is the logic of religion and the latter is the logic of all other social traditions whether wild or civilized, dictatorial or democratic, communist or otherwise. It should be noted that Islam has not confined its approval of observing covenant and promise to idiomatic covenant. Islam made the decree so generalized that includes any foundation on which a structure is build; and it emphasized all the covenants either idiomatic or unidiomatic (Mousavi Hamadani, 1995: 263).

Second quote: some have said that “fulfill the contracts” means accomplishing our promises, covenants, and contracts that everything and everybody included.

Third quote: another group has stated that the holy verse addresses the people of the Book: “that covenant we promised you about arrival of religion of Right and prophet, follow your own promise and covenant”. Therefore, some believe that according to these possibilities, the verse is become concise and it is not concluded because of the brevity of manifestation. The late Vaaleed answers this quote: “assume that these possibilities exist; we do not want to accomplish just some of the issues; we say “It is irrevocable to fulfill contracts”. Therefore, some covenants belong to the time and State of Ignorance, some to God and others to the people of the Book; these exceptions can be generalized and “fulfill” is an imperative verb which implies necessity and irrevocability. So, commentators’ comments do not contradict ours. We just say that, in addition to these cases, you should also keep your own covenants and contracts. The problem lies in their saying that contracts certainly refer to the public but allotments have been made on this public are so much that reached to immodesty and in presumption of the public, the main evidence derives from wise men who resort to the presumption of the public and know it general to the extent that it does not result in immodesty and if it is immodest, it has inevitably no rationality.

Answer to the problem: first we must examine why they say immodest. The answer is that firstly, the contracts like deputation, donation and etc. are the examples of revocable contracts and if we exclude revocable contracts, the most allotment will be necessary. Secondly, in conduct chapter consensus has been made that it is excluded from the presumption of irrevocability and we cannot resort to the public in the optional sales as well and these all are allotted and so they become immodest. The answer is let’s talk about every one of them: contracts revocable by principle

(because sometimes contracts are revocable by condition) like deputation.

First of all, we should see if these are the subjects of contracts or not. At the beginning of the discussion, we mentioned two types of contracts: Contract of covenant and contracts of permission; the discussion focuses on the former not the latter. Because permissions are contracts by form not nature. Their fact is the permission which is given but because permission is in the form of offer, the other side should accept it. Therefore, the form of the contract is made and it is clear that it is not compatible with permission. Consequently, attributing permission to contracts is not correct and this body of contracts is excluded issues (Bojnourdi, 1998: 64).

According to the verse the significance is that the parties should be committed to the promise (contract of offer) and its obligatory significance is that none of the parties can breach the contract without the permission of other party (contract of divestment) (Amid Zanjani, 2009: 193).

In conduct chapter, the famous basis is that conduct is not a contract at all because a contract consists of the corroborated covenant and creation between the two parties. Some say that conduct in outside refers to moving two objects; you pick up one and replace it with another object. In world of creation, the \$50 goes to the pocket of a person whose book goes to another’s home and conduct changes the place of price and object of sale because it has not been created orally. Thus, it has no obligation; it is only an external exchanging without obligation. When there is no obligation, then there is no contract as well. Then, it is especially out.

Sheikh Ansari has claimed the consensus that conduct is not irrevocable. Precedents’ arguments on conduct have not been in this way and moderns’ consensus has no evidence and it is not acceptable. Therefore, they do not know conduct as contract and “fulfill contracts” is especially out (Bojnourdi, 1419: 65).

The tune of verses and statements implies the fact that the goodness of fulfilling promises and wickedness of breaking them are representative of human nature; this is the reason why God has greatly emphasized keeping promises and fulfilling them including His statement: “fulfill contracts, God will ask of His covenant”; this verse, like many other verses, has praised fulfilling promises and blamed breaking them. They include individual promises and those between two people, and social, tribal, ethnic, and national promises. According to Islam’s view point, fulfilling social promises is more important than individual ones because social justice is more important and its violation is a more epidemic disaster. Efforts are made by the Holy legislator in

respecting covenant and irrevocability of fulfilling it. For this reason, the holy Quran has also forbidden violating covenants clearly whether the most accurate covenants or the most unimportant ones including the following verses:

(This is a declaration of) immunity by Allah and His Messenger towards those of the idolaters with whom you made an agreement. So go about in the land for four months and know that you cannot weaken Allah and that Allah will bring disgrace to the unbelievers. And an announcement from Allah and His Messenger to the people on the day of the greater pilgrimage that Allah and His Messenger are free from liability to the idolaters, therefore if you repent, it will be better for you and if you turn back, then know that you will not weaken Allah and announce painful punishment to those who disbelieve. Except those of the idolaters with whom you made an agreement, then they have not failed you in anything and have not backed up any one against you, as fulfill their agreement to the end of their term, surely Allah loves those who are careful (of their duty). So when the Sacred Months have passed away, then slay the idolaters wherever you find them captives and besiege them and lie in wait for them in every ambush (Attawbah {Repentance}: verses 1-4).

These verses and their style tell us that they revealed after the conquest of Mecca, after the day that God humiliated the pagans and destroyed their strength and glory. Now, in these verses, He has obligated Muslims to clean the land under their possession from filth of polytheism and therefore, has wasted the polytheists' blood without any reservation unless they believe; in spite of all these threats, He has made an exception for a group of polytheists whom the Muslims has made a covenant with and has ordered not to offend them; He has not allowed Muslims to harm them although those days were the time of the polytheists' weakness and Muslims' strength and glory and nothing could prevent Muslims from persecuting them and all these result from the respect that Islam gives to covenant and importance of piety (Mousavi Hamadani, 1374: 261).

The above verse emphasizes the necessity to fulfill all the covenants which are tightly made between individuals with each other and those human beings with God and so include all divine, human, political, economic, social, commercial, and matrimonial covenants. It has a very broad concept that includes all aspects of human life, their beliefs and practices, from innate and monotheistic covenants to covenants that people make on various issues. There are some points in the verse that should be considered:

1. This is one of the verses from which derive a lot of discussions on Islamic law in jurisprudence and an important jurisprudential rule which is the presumption of irrevocability in contracts uses it. It

means that any covenant or treaty between two people about things and practices to be signed is binding.

It is also necessary to note that fulfilling bilateral covenants is irrevocable as long as one party would not have breached and violated them. But if one party breaches, the other party is not bound to fidelity.

2. In the line 29 from the verse Annesaa (The Women), "do not devour your property among yourselves falsely, except that it be trading by your mutual consent..." the meaning of the word "devour" is eating especially eating something quickly because you are very hungry, eating something by biting, chewing, and swallowing and because there is a sense of dominance and penetrance in this action, therefore the word "devour" is applied in cases where there is a trace of dominance and penetrance. For example in "fire eats firewood" in which the firewood's extinction or destruction by fire is a metaphor for eater's or destroyer's penetrance or "someone devoured the property" means that someone seized and dominated the property and in this sense, the point is that the most important purpose of someone's seizing is just eating; by seizing things, he is primarily going to provide food for his family and himself because the most severe need of humans to survive is surely eating and that is the reason why his possessions and seizing are called "devour" or eating, not all his possessions, but those possessions on which he has dominance by which he deprives others from that; For example, he takes the possession of the property or seizes it and by doing this he has enforced his dominance on the property and captured it as one eats food after seizing.

The word "void" is applicable in beliefs, morals, and actions; in actions, it consists of an action in which there is no correct and rational motive (Mousavi Hamadani, 1995: 500).

For the principle of irrevocability, the verse "Annesaa" has also been cited: "do not devour your property among yourselves falsely, except that it be trading by your mutual consent ..." According to the start point of this line, after making the contract and transferring ownership, each party's returning and taking property without consent of the other party are the examples of devouring one's property unjustly. Thus, termination of the contract is not effective; Line 188 from the verse Al-baqarah and line 161 from the verse Annesaa confirm it. According to the last part of the line "except that it be trading by your mutual consent", eating property from commerce based on mutual consent has been known valid and, undoubtedly, terminating the contract by one of the parties is commerce with no mutual consent (Mohagheh Damad, 1388: 164).

O you who believe! Do not devour your property (i.e. others' property) among yourselves falsely and

avoid acts which are taboos in Islamic law like usurpation, duplicity, gambling, treachery, theft, corrupt contracts, false oath, except that it be trading by your mutual consent (Kashani, 1336: 10).

3. Line 275 from the verse Al-baqarah: "God has made any sale lawful". According to the custom, being lawful means sale's penetrance and its signing; common sense is that none of the contracting parties is allowed to terminate the contract after its creation and the Holy religion has also signed this. Citing the above verse, some intellectuals have pointed true doubt but the answer is that the signing of the sale in a way that it is common based on custom and intellectuals negate the effect of termination without a legal cause; the more important problem is that the verse tries not to express the legal signing of the sale and all rational and customary laws, but expresses the difference between the sale and usury. Therefore, we cannot refer to the verse in suspected cases (Mohaghegh Damad, 2009: 165).

Common Sense

Common sense suggests that contracting parties follow each contract which is created by them and do not terminate it; failure in contracts is not desirable for them and as long as the agreement is not obligatory and reliable, they do not call it a covenant. In other words, contract or covenant is a commitment which the parties are obliged to fulfill. Such contracts and covenants should not be compared with contractions of permission like delegation, free loan of non-fungible things, donation (a gift of the substance), or deposit. Because the nature of these contracts is not in the form of grant for grant in which the parties are committed to its implementation.

As in all societies and at all times and epochs, people are committed to their obligations, we find that the wise men's custom and common law in irrevocability of transactions are actually resulted from their primary nature and sense of identity not a rule out of transactions which have been created by Islamic Law. Of course, it should be recognized that the irrevocability of transactions has no conflict with optional stipulation whose duration is defined (Seid Alkhansari, 1984: 83).

Tradition (Precedent of the Prophet and the Shii Imams)

First saying, "neither man's blood nor his property is lawful unless he is satisfied", shows prohibition and denial of any revocability to seize other's property without the permission of its owner. Considering what mentioned, once the transaction occurs, each owner's transactor is changed and if each transactor terminates the conducted transaction and then seize the property, it is seizure in other's property without his consent and this meaning is associated with the rule of presumption of irrevocability. It should be noted that,

according to this saying, all transactions including contracts and exchanges demand irrevocability and absence of termination's permission; actually, this is applied to the contracts of ownership not non-ownership, because in the contracts of covenant such as marriage, the result of contract is not property's ownership in which seizure in that property requires the other party's consent (Sheikh Ansari, 1997: 54).

According to the sentence, "neither man's blood nor his property is lawful unless he is satisfied", jurists have argued on the principle of the sale's irrevocability and they have stated that if the property transfers to another person by contract, that person would be its owner. So manipulating the property without his consent is not permitted whether the result is terminating the contract or not. Therefore, termination has no effect that means irrevocability which is proved by the saying. It is said that this not only proves the principle of sale's irrevocability but also applies to all contracts which cause the owner to be deprived from his property by transferring it to someone else. If we believe that conducts are sale by which we become owner, the contract will be irrevocable (Makarem Shirazi, 1990: 328).

Second saying: "people are dominant on their property" (Majlesi, 1982: 272). This saying or narrative is an incomplete one but jurists have practiced it and it is a compensation for its poor document. Owner's domination on his property indicated that deprivation of the owner's property without his consent is unjust. Therefore, disrupting transaction by the previous owner is not compatible with the domination of the new owner.

The above saying can also be cited by the common sense, in the way that in the custom, scholars believe in domination of property's owner in general. This includes both genetic domination like eating, drinking, wearing, and residing and religious legislation domination like sale, donation, pious endowment, peace, and the like.

As the owner is dominant on his property regarding genetic domination and he can eat, drink, and wear, he has also the domination to avoid others from seizing his property whether genetic or legislation. In the custom, this right is constant for the owner and Islamic law has also signed the validity of the party and wise men.

This is derived from the mentioned saying that disrupting the contract by the first owner has no effect. Thus, ineffectiveness of disrupting the contract shows irrevocability of contract. As a result, the principle of contract's irrevocability is used from the above narrative (Bojnourdi, 1998: 222).

Third saying: "the buyer and seller can terminate a transaction when they are separated". There are many sayings upon this theme from the Prophet

Mohammah, Imam Ali, and Imam Sadiq so that Shykhna Azam Ansari has introduced it as a frequent theme. Sunni authorities have also mentioned this saying in their references. Similarly, Ibn Majeh has devoted a chapter to this in his traditions. So, these spiritual frequencies do not seem unlikely.

Justification for this argument is that, according to these sayings, sale is irrevocable and interminable after the end of the sale meeting and although this public is allocated according to options, except for option of meeting place, it will remain in a way except by legitimate options than prohibition of termination's revocability (Sheikh- ol- Sharia Isfahani, 1977:230).

Contracts are divided by civil law into two categories of revocable and irrevocable (Article 186). It may also consider the contract to one side irrevocable and to other revocable (Article 187). In irrevocable contract, one of the parties may have the right to terminate it by law or the right to terminate the contract may be preserved for a while (option of meeting place and animal, Articles 397- 398). All mentioned articles added to "the option condition" for the parties and even for the third party express the fact that irrevocability of contract is not a general rule but an inflexible rule and it has been only accepted as principle.

Rule of Irrevocability from the Perspective of Civil Law

Civil law has also accepted the principle of irrevocability in contracts and, in some cases, such as Article 10 and 219 affirms it: "private contracts, if they are not against the law, are enforced to those who have signed them". Article 219 has also stipulated irrevocability of contracts. The message of this Article is that, according to the civil law, the principle in contracts is irrevocability as in jurisprudence. Now, the question is that where is the difference between these two? The answer is considered as profound and fundamental issues and its detailed discussion demands more time. Here is a brief reference to it.

The Origin of Legal Irrevocability

From the point of view of jurisprudence, the origin, documentation, and legal status of irrevocability's principle in contracts are evidences which have been received to us by the Holy legislator. Perhaps, it may be called "right of obedience". The root of the term, as has been mentioned in sayings, is capacity of the real Lord, desire to get God's rewards, or escape from divine punishment. But from the perspective of civil law governing economic relations of the world that has been written by ignoring legal arguments, the origin and source of the irrevocability's principle in contracts is the principle of freedom and sovereignty of humans will which is rooted from individual's nobility. This idea, which reached to its climax in the eighteenth century, has been spread throughout all

aspects of the society including economic relations. Because humans are free and their will is respected, they can covenant in any way they want. If they signed a contract, it would be binding and irrevocable and has legal effect.

Conclusion

From what was discussed, the following issues are used: 1. Differences in development and lack of development of irrevocability principle are rooted in the evidence of this principle. Because some evidences like narratives of the option of meeting place and the verse "God made sale permitted" assuming totality of indication, it only consists of sale contract; and evidence like the verse "honor your contracts" and the narrative "people are dominant on their properties" assuming totality of saying's indication, in addition to sale contract, involve all contracts of covenant, possession, and conduct. But it does not include contracts of permission, unilateral legal acts, and preliminary and irrevocable conditions liability; because these are not contracts i.e. the emphatic and authoritative covenants between parties and exclusion of these cases from evidence is specialized not allocated. Some evidence like the saying "those who believe in God are bounded to their conditions" assuming totality of its indication, in addition to contracts, includes even preliminary conditions. Some evidence such as Isteshab consists of each concluded contract which we are in doubt about its survival. It should be noted that although followed by the result and effect of irrevocability, principle of irrevocability won't be proved and consistent by contract's Isteshab. 2. As it was examined, the purpose of irrevocability in this rule is righteous irrevocability. But peremptory irrevocability circuits a special reason and it cannot be proved by irrevocability principle. The difference between peremptory and righteous irrevocability is that, unlike peremptory irrevocability, in righteous irrevocability both parties can change it into revocability by forgery of option. 3. Revocable contracts like Mozarebeh (profit-sharing contracts), Mozarea (a contract for agricultural purposes whereby one party provides the land for another to cultivate for a fixed share of a produce), and Mosaghat (a contract for agricultural purposes) are, at first, irrevocable but after acceptance and fulfilling, regarding the past, they become irrevocable and both parties must commit it. But regarding future, it remains revocable. 4. the contracts which are subject to the rule, the type of doubt does not make any difference; it is irrevocable whether it is peremptory or thematic.

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