Original Article

A New Approach to Void Theory in Islamic Jurisprudence and Contract Law

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Abstract

The general rules of contracts are of great importance for the scope and applicability of the contract. Contract formation as one of the most important means of ownership and creation of rights, obligation, transfer and collapses depends on the existence and fulfillment of many conditions. One of the legal tools for controlling and realizing these conditions and preventing violations of the legal rules is the void of enforcement known as void theory, on the other hand, one of the issue (implication of the corruption that prevents it). What is forbidden by the Holy Quran may be come worship service or a bargain. If banned from a deal, it can have many effects in many areas. The present study, though a descriptive – analytical method, attempts to investigate the various views and opinions of the jurists on the implication of corruption and then investigate this credible jurisprudent body which is in fact the theory of nullity. Clarify contract rights.

Keywords: Prohibition, Corruption, worship, bargain. Forbidden from it, Vulnerability

INTRODUCTION

The discussion of the implications of prohibition on corruption is one of the most important topics discussed by almost all the scholars of theology in their books. Be for entering the discussion, it is necessary to clarify some of the most important words in the title of this research:

1. Sinification

The purpose here is to imply. It therefore specifically includes intellectual implications, which refer to the rational continuity between prohibition of the object and corruption of the anus.

Of course, if this requirement necessarily expresses a particular meaning and is the cause of a literal prohibition, the prohibition of the object would imply its corruption and thus become embedded in the literal debate.

2. Prohibition

Although the term prohibition is self- respecting, it is not a matter status; it is a judgment of reason. In this issue, the circle of discussion includes the prohibition of keeping away prohibition of self and other.

3. Corruption

Corruption is in the face of authenticity, and the opposite is the hack of queens, Corruption is the inaccuracy of something that is valid. The validity of worship is its conformity with the mission of the whole of its valid components and conditions, and the authenticity of the transaction is its conformity with that which is valid.

Corruption of requires the worship of the non- collapse of the affair, the non- collapse of the affair, and the necessity of dealing with the corruption of the non- perpetuation of the expected affect of it.

1. Forbidden from it

Prohibition means anything that be said to be true corrupt, whether it be worship or business. [1].

Principals in their various books have elaborated when discussing the question of the perpetuation of Corruption between prohibitions transaction so that there is almost a

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consensus among them that the prohibition of worship causes corruption. Whether such a prohibition in worship contradicts proximity and in fact it is not possible to approximate God to worship that is Forbidden but here only discusses the prohibition of transactions and it should be said that exclusive transactions in one -way contracts and contracts are not but it covers all the religious and legal areas.

For example: prohibiting an officer from entering the house others and conducting night inspection and whether the findings of his findings are effective in this way?

A closer look at the works of jurisprudence scholar reveals that, more than anything else, they have examined the scientific and legal implication of the problem of prohibition of corruption in its transactions. In can be assured that the effects of this issue can be examined and examine in all areas including the legal and the low.

Before we get into serious debate, it is important to know that prohibition in the science of principles means prohibition on doing things, of course, in various forms such as the Rumi and guidance prohibitions, the sanctions and the prohibition to dismiss, the prohibition of the self and other… divided.

Whether or not all of these areas means corruption equally, or whether corruption is only specific to some areas, disagreed with fundamentalists. Some of them believe that the prohibition of non-interference cannot mean a corruption of the transaction that is beyond our reach.

In the science of law there are also definition for prohibition and all that, including «prohibition in the word prohibition» corruption is the expression of legal issues in what is called obscenity in the first case, the prohibition on guidance, and in the second it is called Rumi prohibition prohibiting the sale of weapons to the enemy is the prohibition of Rumi. Any law that definitively prohibits action is a prohibition on respect. If it is not certain, it is a disgrace full prohibition [2].

It is clear in the laws of the situate that the legislator, except in some cases, usually prohibits the use of the termination of employment, as provided of the Article 1231 of the civil code:

Corruption in worship means not performing a worship a manner that requires compensation or command [3]. But corruption in the transaction actually means disorganizing something, for example, if we believe that the deal is corrupt, it means that the transition where the purchase of the item has not been effected. (Bita: 1/348). Corruption is therefore an attribute of a legal act that has no effect whatsoever for non-compliance [2].

It is as it can be said that corruption is synonymous with eradication, which is against the truth. There is also a definition of accuracy: truth is the legal status attributed to the closing of the contract as well as to the one- sided practice that exists in the credit world. This situation is subject to the nullity of a contract that is attributed to the conclusion of a contract or a non-way contractual agreement that doesn't materialize in the realm of rights. [4]

According to what has been said about the meaning of prohibition and corruption, if prohibition implies corruption, it means that, for example, whenever the legislator prohibits the examination of witnesses without oath, his prohibition implies the nullity and corruption of such testimony. As a result, citing such testimony is invalid. One of the issues at stake here is whether the prohibition on corruption prohibited is rational or rational. Some of them consider it to be a literal signification, meaning that the word forbidden is meant for such a meaning. In this regard, Mohaqegh helly: [5].

Some other scholars regard the prohibition of corruption as rational, meaning that prohibition is rationally prohibited by corruption without the help of the prohibitionist, so this category Fundamentalists put this topic in the Reasoning section.

It should be noted, however, that this kind of conflict between the fundamentalists has no effect on our debate, meaning that if the prohibition on corruption is accepted, there will be no place for rational or literal implications, and no difference whatsoever on the corruption Reason to be understood or literally.

In this essay, we have tried to bring this issue into line with its prominent legal instances, while presenting the views of various principals regarding the implication of corruption.

Principle Doctrine

Concerning the implication of the corruption of bargaining, there are two theories among principle scientists:

A) No prohibition on corruption prohibited by it

A group of principals believe that the prohibition of transactions is not literally, secularly or religiously implied by any prohibition on corruption, and it makes no difference whether the prohibition is due to or to the cause, or to something other than that. Of the two, there is no correlation between prohibition and corruption, and there is no narrative expressing this type of corruption [6].

The reasoning of these fundamentalists is that the only thing that is forbidden is the suffering and the prohibition of it, and that the suffering cannot be the cause of corruption, as it is not the falsification of state law on the basis of material and corrupt practices. [7]

The disadvantage of this theory is that in many cases it is seen that prohibition causes corruption to be prohibited outside the realm, so it is intended by these realists to deny that corruption is prohibited. Prohibition itself cannot be the cause of corruption, but it requires an external reason. In a better

sense, prohibition of anything is corrupt, but this requirement alone is not sufficient to bring about corruption, but requires conditions such as the purpose and the impetus.

A. Detailed Theory

The second category of authoritarians are those who have elaborated on the issue at hand, meaning that they did not reject the prohibition on corruption as being absolute, but rather rejected or rejected it. Accept any of the following:

1) Whenever it is forbidden by reason

This theory holds that if the prohibition belongs to the cause it cannot cause corruption, but if the prohibition belongs to the cause and effect it causes the prohibition to corruption. This view has also been accepted in the views of the Supreme Court of Iran; for example, Branch 17 of (Supreme 2000.no 505) the Court of the Republic of Iran has stated in its decision no. «Prohibition in worship causes corruption, but in dealing with worship, one must distinguish. Guidance prohibition sometimes comes from the prohibition of an object or conditional requirement in transactions that certainly implies corruption, and the other prohibition is the Rumi prohibition itself, which is sometimes prohibited because the scholars have considered it Prohibition is not an appropriate corruption of the transaction, but if the prohibition is to the culprit, the transaction is void ... » (Naeeini 404/1,403).

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The disadvantage of this theory is that in this example the decisions of executives who were elected against the law cannot be justified, which here cannot be accounted for if we justify the choice of managers here; In fact, it is the cause of management's tenure. On the other hand, after being selected as a member of the board of directors, the choice is acceptable to others and the reason is valid and, although not legally sound, in practice makes it impenetrable. Being decisions, especially with regard to third parties.

2) Whenever it is forbidden to be a pillar of the transaction

Proponents of the theory hold that if the prohibition belongs to one of the pillars of the transaction, it will lead to the prohibition of corruption, otherwise it cannot imply the prohibition of corruption. This theory, although referring to transactions in its specific sense, is also applicable to transactions in the general sense, meaning that for example if the legislator had forged evidence to prove the dispute, and the judge ignored it, Failure to do so will result in invalidation.

The title holders in the argument have argued that:

First, many jurists have accepted this elaboration in a way that Seyyed Morteza claimed to be a consensus and considered it a religious reason for corrupting the transaction, and that consensus It has been reinforced by the fatwas of many jurists before and after him.

Secondly: The jurisprudence's claim that if the prohibition is given to the pillars of the transaction entails the corruption of the transaction, or is due to a corruptive view of the transaction, that is, there may be a belief at that time that was known and The jurists used it but at the moment we have no information about it or there is any reason for the corruption being banned So prohibition is the only statute that deals with the very thing that is the forbidden transaction, and corruption is itself a rule set forth, that is, a rule implying prohibition of corruption prohibited by it and the jurisprudence if the prohibition is on the pillars of the transaction, They understood the meaning of corruption in the transaction.

Thirdly, we see many transactions that are invalid due to their being banned, so that we find out by their consensus or other reason that we have no doubt about the corruption of these transactions. So if we have doubts about something, we have to do it often.

Fourth: Banning a transaction can itself be a sign of corruption, which is the mismatch of the transaction if done; explaining that when the bidding or bidding has something to do, the direction that was originally intended was inherent. It comes to mind, and there is no doubt that the intrinsic purpose of the transaction is to arrange the effects of the transaction and to avoid sanctions on tasks that are not related to the intrinsic purpose of the transaction. So when the prohibition on a transaction is suspended, it signifies the absence of what is meant by the transaction, which is the order of the effect, not the indication that there is no reward or the existence of an eagle. In short, when the Holy Qur'an prohibits a subject, it means that the desired effects of the subject, which are inherent in it, are not addressed, and that is the meaning of corruption and deception.

Fifth: There are many verses and traditions that prohibit the transaction being forbidden, such as traditions that prohibited the transaction with danger or usury.

Sixth: Reference to the principle can also be the reason for this theory, as the principle in dealing with corruption and their nullity and when in doubt, the principle is referenced. The explanation that a transaction that is forbidden goes back to the principle of primary corruption after it has gone out of evidence, and that is why we say: what is forbidden is corrupt and invalid, not forbidden to indicate corruption.

In view of this, it can be argued that proponents of this theory did not express a criterion for distinguishing between polar and non-polar, for example, it is unclear whether the right to

refer to a will is to be extraditable or subordinate. Also, as noted later, some fundamentalists believe that there are no principles in this regard to refer to when in doubt.)

3) Entry for the purpose of corruption

Some other proponents of the elaborate theory that the two states are motivated by the purpose of preventing something from doing so are pursuing corruption and voiding it, because in this situation prohibition is a reason for the necessity of prohibiting it but There are two ways to prevent something from happening:

Or it is forbidden, because it is forbidden from doing what is currently prohibited, like forbidden ihram; in this case prohibition of idleness and corruption is forbidden, And corruption is not a dependency, so in this example, if someone is going to have a marriage contract Ihram has done a forbidden act but his contract is valid and the effects of the marriage and marriage will be corrected.

The second is that the prohibition is on the culprit, so that the legislator's intent is not to achieve the result of the act abroad. In this case, prohibition does not cause corruption to be prohibited. In response to this theory it can be said that such a detail is incorrect, as it cannot prevent the cause of the cause because it can also be the cause of the cause, plus that if It is correct to regard the implication of corruption as rational, though it has been said by many fundamentalists to be a literal one. Even if we ignore these two disadvantages, it is difficult to determine whether or not the guidance is conducive to circumstance and obstacles.

4) Whenever it belongs, the meaning of gerund

According to this theory, if the prohibition is meant to be a misdemeanor, it cannot have any indication of the prohibited corruption because in this case the lawmaker and the legislator would prefer not only to act, but if they disagree, the obligatory eagle would be obliged, The name of the customer is actually prohibited by the transaction effect and the non-compliance of the transaction is the corruption of the transaction. In fact, in this case the obligation has been religiously deprived of power, which has the same effect as the developmental deprivation of power.

It is clear from this that one can forbid the meaning of the causal meaning is in fact the prohibition of the cause and on the other hand the prohibition of the meaning of the noun is also the prohibition of the causative. So the same deficiencies in the detailed theory of the prohibition of cause and effect apply to this theory

5) Whenever it is forbidden to conclude contracts and unilateral contracts

For these principals, one should distinguish between non-contractual and one-way contracts and non-contractual ones. If it is forbidden by unilateral contracts and contracts, if there is a reason for the prohibition of corruption, it will act as a punishment, but if it is not, as a result of the prohibition in the effects of the transaction, not only It does not deal with corruption but it indicates its validity otherwise the task will be impossible. If prohibition is given to the device, regardless of the cause and consequence, there is no sign of corruption [9].

But in the latter case, when prohibition is awarded to non-contractors and unilateral contracts, there can be no indication of the prohibited corruption, since in this case there is no correlation between prohibition and corruption, as the judge may prohibit the transaction, Have a goal that depends on the accuracy of the transaction.

6) Implication from the religious point of view

Another of the fundamentalists' views on the implication of the prohibition of corruption is its distinction between religious and customary validity. That is to say, if we consider the issue of prohibition of an object from the religious point of view, prohibition implies the prohibition of corruption, but if we consider it literally or customarily, there is no denying it. Proponents of this theory, as arguments, cite a narration from Imam Reza (AS) in which Zareh asks Imam about a slave who was married without the permission of his owner and the Imam said: If the owner wants to allow and if He wants to divide the two. Zara'ah tells the Imam, but the ruling of the son of Ayniyah and Ibrahim Nafi and his companions say that the principle of marriage is invalid and does not permit the owner to abolish it. The Imam said:

"The slave has committed sinfulness, not the sinfulness of God, so when marriage is allowed, marriage is permitted. [10] The narration is quoted as saying that marriage is void if the person commits God and his sin is not a duty, but the implication of this narrative has been questioned favorably because the purpose of the rebellion is the status rebellion. Only such rebellion can be perceived with the permission of the later.

Return to the original in the topic.

The principle in question is that the principle of corruption is when it is forbidden unless there is a contrary view that indicates non-corruption, because it is intended to prevent us from corruption and non-corruption. The order of the works is guidance and is always attributed to the cause and not the cause, because if it does affect it does not mean the cause of the cause and if it does not need to do so. [11, 12]

This theory can be put forward in another way, as prohibition does not always constitute respect, but is often forbidden to express the condition or condition of permeability; thus it implies corruption [3]. Against this theory there is another promise, and that in this case there is no principle to be found in doubt.

Summary of votes

According to what scholars in the field of law say about the prohibition of corruption, it can be said that the prohibition on corruption does not imply corruption because if it were so, it would be necessary to prohibit corruption in all cases. Prohibition between different cases did not make sense, so prohibition in some cases implies corruption and in some cases does not imply that saying prohibition in no way implies corruption is not acceptable [13].

But what is noteworthy here is that the prohibitionist of the prohibition is the word scientists who did not make any distinction between the various prohibitions, so the lawmaker and the legislator who use the prohibition are not inventors to say that Some have put it up for corruption, but what is certain is that in some cases the legislature has used a ban to express the prohibition of corruption; therefore, it is necessary to find an external agent. In order to discover the purpose of the lawmaker's prohibition. The principals conceive of various forms of this external factor, including: Some consider the guidance or the duty of prohibition to be perceived as corruptive and not as such. [11] In fact, the lawmaker's intention is to express the prohibition of corruption, not to honor it, but in the job, the legislator's primary purpose is to express the prohibition against it, and only if his prohibition is to disclose corruption. There should be some proof of this

Some other fundamentalists have made the criterion of distinction to be forbidden by reason or cause, so that if it belongs to cause it does not cause corruption and if it is caused by corruption it causes corruption [14]. Being non-partisan is forbidden to know that in the first case it causes corruption and in the second case it does not cause corruption. Another group critiqued religious and rational or literal or customary prohibitions on corruption so that if the prohibition on corruption is considered to be lawful (traditions), then otherwise prohibition cannot imply corruption.

But it is better to say that the main criterion for prohibiting corruption is the intent and purpose of the legislator, as the lawman sometimes uses the tools of prohibition, invalidation and corruption, but the purpose of expressing prohibition cannot alone be given to the legislator. Realizing that prohibition, as it can imply corruption, is also capable of implying other things, so the lawman needs an outer mirror to express himself, for example, if the prohibition belongs to the foundation. Corruption that is forbidden. Another point is that there is no relationship between dignity and corruption to say that although prohibition is not independent of corruption, it denotes dignity and dignity is also corruption.

'Implication for Prohibition of Corruption' from a 'Legal' Perspective

As mentioned, the question arises whether prohibition causes corruption and a void of action that is prohibited. It is a subject that has been discussed extensively in the science of law but this issue has remained somewhat silent in the field of law and only some jurists have referred to it as "prohibition" [2].

In the field of principles the scope of this discussion has been developed since the prohibition on both worship and transactions has been taken into account, and particularly in the first part, both theoretically and practically, while in part Second, it does not matter much, since in the science of law only the transactions are considered, and this discussion is hidden from the point of view of the jurists, so it cannot be seen that it has been dealt with independently.

What needs to be said here is the terminological meaning of the transaction. Dealing in salaries means a contract or a bilateral contract, sometimes called a one-way contract [15]. Legal contracts must be in accordance with its legal provisions and general rules and no contract may be concluded outside these rules. Therefore, if the contracting party violates or fails to comply with its general rules and regulations, it will have administrative guarantees such as compensation, punishment and punishment for offenses and actions. These rules and regulations are particularly important because of their close connection with the rights of individuals and society.

The natural consequence of a breach of the conditions for a contract to be valid is that what happens is left without legal influence and has no effect whatsoever. This lack of influence in the general sense that enforces the application of legal rules to the equality of persons has two distinct and close effects:

First: The qualitative effect that determines the correspondence between violations of law and ethics in the field of contracts.

Second: the deterrent effect that prevents individuals from violating the conditions prescribed for the influence of the will.
In fact, preventing contract infiltration into the world of law is a deterrent to the government's willingness to provide community inspection and will, which is sometimes used to protect individuals.

In our law, the guarantee of the basic terms of the contract does not have an independent theory, and its system is simpler than the rules of European law. In civil law, the invalidity of a contract contrary to social interests or the internal conditions has the two principal effects:

A. Cancellation: It is a situation in which the contract does not have any legal existence, whether as a result of the "infringement" being or not subject to it or whether it is unlawful to infringe the infringement law. It should be noted that in cases where external events do not give rise to a contract, there is no legal relationship and no denial of contract need to be invalidated. But "non-existence" is not a guarantee of legal enforcement alongside "void".
B. Non-infringement: In this case, as in the previous case, the contract is considered invalid and has no legal effect, but because the underlying elements of the contract exist

and the infringement that has caused the misconduct and its infringement can be remedied, It differs markedly from "void".

For example, a person who is disabled for fear of executing someone else's illegitimate threat makes a transaction that he is not happy to conclude, such a transaction is legally ineffective and invalid as a transaction. Since subsequent satisfaction reluctantly infiltrates that transaction, it cannot be called a null and void transaction. [16]

Features of Termination Guarantee

A. As mentioned above, void or corrupt contracts are legally binding and in effect have nothing to do with them. In fact, this phenomenon appears to be in the form of contracts but does not change the rights and obligations of the parties. The Civil Code of the marriage contract stipulates as follows, as provided in Article 365: "Corrupt buying and selling has no effect" Article 366 CC also states:
"Whenever a person corrupts financial corruption, he must pass it on to his owner, and if it is lost or defective, it will be the guarantor of its interests." It is subject to coercive rules, not contractual liability [17]

B. The termination of the contract is in fact due to the fact that the main pillars of the contract and its conflicts with social interests are corrupt, thus invalidating it from the outset, although the termination of the contract may be declared shortly after its conclusion. Whenever it causes corruption to occur long after it is concluded, it is called void, not void, as if a Muslim woman's spouse became a disbeliever after the marriage had taken place. In this case, as long as it does not dissolve the contract, it has the same natural effects and dissolution after the contract.
However, it is more appropriate to use the word "void" if the financial loss is a sign that the matter has not been concluded from the beginning. For example, if the same tenant is lost during the lease, it will both terminate the contract for the future and discover that the contractual interest in the contract is extinguished. Therefore, this contract is void for the remainder of the period from the beginning. In this regard, Article 481 states: "When the same tenant is deprived of his property by virtue of a defect and the rent cannot be corrected, the rent is invalid". The first part of Article 496 also states: "The lease contract shall be invalidated by the loss of the same tenant as from the date of the loss" [17].

C. Cancellation is the result of being angry at violating the law and not needing a court order. On the other hand, since it is assumed that some form of contract is provided and to prove the opposite of what is referred to as "nullity", the court must declare the contract null and void. So the court's statement is only a positive aspect and comes as proof, not as affirmative.

For example, someone sells another property they own and the owner becomes aware of his aggression and wants to recover it. There is no doubt that such a transaction is void because the prudential work has been rejected by the owner. But in order to prove the nullity of the transaction, the owner needs to go to court because he cannot be the judge of his own business and will have to file a lawsuit to remove the barrier. Thus, the nullity of the court in such cases is merely a declaratory aspect, indicating that the contract was void from the outset and does not represent a new subject [16].

Void Conditions Warranty Conditions

We need conditions to be able to enforce the nullity of the void and to make the effect of the void the same. The law makes no provision about these conditions, but some law scholars in their books cited these conditions as:

A. Adjective condition

This part of the discussion is about the character required for the person requesting the revocation of the action, which is "having the benefit", meaning that if the requested action results in the loss of the interests of the individual, only those persons can apply for enforcement. The theory that their expediency is in jeopardy. On the other hand, only one person can refuse to apply the theory of nullity which is in the interest of the prosecution, so it is not at the request of the prosecutor, the court or third parties.

B. Expediency

Another condition for the application of the nullity theory is that the person applying for the nullity may benefit from the nullity of the act. In other words, it is necessary for a person who seeks the revocation of an executive action to benefit directly and indirectly from the revocation of that action. In fact, the distinction between the condition of interest and the condition of interest is not the correct thing, and the justifications cited by the speakers are not accurate. So it is better to summarize these two terms into one.

C. Condition of non-assignment of invalidity to the applicant

In cases where the execution of the action involves the expulsion of a person or persons, it is necessary that the expiration of the expedient is not caused by the act of the person seeking permission to invalidate the expedient action, but if the expedition causes the expedience to expire. And to make public order such a condition is not necessary.

For example, if one of the litigants relies on personal testimony during the hearing but the witness testifies to his or her injury, he or she cannot invalidate the testimony. The basis of this requirement is a general rule that states: "No one's claim will be upheld".

D. Vulnerable types

In the law of some countries, including France, in a division of void, absolute void is opposed to relative void. Although the division between jurists and jurisprudence has not been questioned, it is not explicitly provided for in legal texts, although some consider it deductible from Articles 1125, 1131 of the Civil Code.

In this regard, Iranian law has a well-known concept of "absolute nullity", as the Iranian law is based on the principles and principles of Imamiyyah jurisprudence, and in this jurisprudential system, the principle of performance guarantees such as nullity and corruption of trades and contracts has been widely discussed. However, the relative nullity in the jurisprudence and principles of Imamiyyah has not been raised and therefore it has not been enshrined in Iranian civil law. Of course, some of the laws adopted by Western law, such as the law on trade, provide for such enforcement [16].

In view of the above points and the conceptual difference between the works of the two void categories, it is appropriate to state the concept of each void separately.

1) Absolute void

Absolute invalidity is the invalidity of an enforcement of one of the rules of public interest or of the enforcement of one of the essential elements of a legal action and can therefore be invoked by any beneficiary, in other words, the nullity of the situation. It is a contract that has no effect at all and has no legal existence, so the nullity contract is fundamentally without effect in social relations.

In this case, it does not matter whether the situation is due to a breach of contract or the absence of the subject matter of the contract or the effect of a legal prohibition. It should be noted that absolute nullity does not only have no effect at first, but never does. [16] Therefore, some scholars of law have invalidated the contract because of the lack of intention to comprehend or disagree with the requirements of acceptance or the lack of some conditions of accuracy at absolutely no time. The contract will not be arranged.

2) Relative Void

Relative invalidation is a situation where the legislator considers violations of the law to protect certain persons or persons, and therefore provides them with the fate of the contract only and the contract is valid until the beneficiary has breached the contract. And he leaves all his work behind. But if the contract is annulled at the request of the beneficiary (within the prescribed time limit), the court will invalidate the contract and lose its effect, except in exceptional cases. [18]

In other words, the guarantee of partial voiding is not subject to substantial and significant violations; Instead, these people can renounce their right. One can, however, request a relative nullity for the benefit of the case and not for violating the rules by virtue of his act [19].

In spite of the slight similarity between the two types of invalidity[1] [2] , it should not be overlooked that they have differentiated features that generally make each other clean. Among these differences are:

A. A contract that is null and void will essentially have no effect on social relations, whereas contracts that are null and void are valid before all court orders are issued and have all their effects. Are. But after the court ruling, they lose their effect from the very beginning of the contract.
B. For the scholars of law, declaring a court ruling on absolute nullity is a coincidence; while it is a dispute about relative nullity, it seems better to regard the court's ruling on relative nullity as a ruling; Whether or not a referral in the case of absolute nullity is in fact a confirmation of the nullity that existed prior to the judgment, whereas the reference to a relative nullity is merely due to the invalidation of the contract.
C. Relative nullity is prescribed for the protection of the interests of certain persons, while the absolute nullity is intended to protect the public interest. So the purpose of each of these two is different.
D. People who are supported by relative idleness are able to ignore this kind of support. Whereas, those who are supported by the Absolute Vulnerability do not have the power and power [18].

The subject of void theory

The subject of void theory is not the offender but the act itself; that is to say, as long as the law prescribes a particular form for performing a particular act, the guarantee of infringement is void and without effect. But it should be noted that this type of warranty does not apply to any infringement, but only to important infringements that are substantial and substantial and that the destruction of an important interest.

For example, Article 38 of the Constitution states: "All forms of torture for the confession of information are prohibited. Personal testimony is not permitted to testify, confess or take an oath, and such testimony and confession are not valid". But some actions are not at this level of validity, such as when a legislator has provided a subpoena and the reason for the summons should be stated in the subpoena. However, if due to negligence or forgetfulness, the reason for the summons is not stated on the record, the summons cannot be considered invalid, so that a hearing cannot be held if the accused is not present despite the fact.

Another point is that void rules have immediate effect and do not spread to the past, so if in the past there was a lawful act done correctly and now other laws and conditions have been put in place to perform the same act according to these conditions, The previous act is considered illegal, has no effect on the practice and this new law does not spread to the past .

[1] - nullite absolute

[2]- nullite relative

Theories of Void Theory

Given the importance of invalidity theory, law scholars have paid much attention to it and have proposed various theories, two of which are of particular importance:

A. Legality of invalid or special invalidity

According to this theory, there are cases where invalidation is warranted. In other words, mere opposition to rules and regulations does not invalidate, but cancels should be determined by the legislator, meaning that only in cases where the legislator considers opposition to regulations invalid, should the conviction be void.

This theory is, in fact, a form of theory because it merely considers the form and appearance of the law and has no regard for the nature of the law. Accuracy in this theory reveals it to be disadvantageous because there are many instances of voiding and some decisions need to be taken into account in the prevailing terms and conditions, so the legislator cannot override all cases in advance. In the law.

B. the inherent nullity or potential nullity

Believers of this doctrine find opposition to basic and substantive rules to be null and void; therefore, it is the duty of judges to distinguish between basic and substantive rules. The disadvantage of this theory is that the reliance on judges to distinguish between non-material and non-material rules makes the issue relative in such a way that a judge may in certain circumstances regard a sentence as fundamental and in other cases the same sentence. Non-essential. This, too, causes differences of opinion on the same issues (some, 40 - 42)

Conclusion:

As mentioned in the textbooks, the fundamentalists divide the issue of the prohibition of corruption into two parts of worship and transactions, and some distinguish between the guidance of prohibition and the prohibition of Rumi, and only regard the prohibition of guidance as corruption. But these divisions do not have any practical effect on subject matter law, as the prohibition of guidance and the prohibition of worship in the law of law is not the subject of discussion, so all discussion is limited to whether the prohibition of trading implies corruption. To answer this question, it is necessary to find the case in question with great care and diligence.

The issue of voiding civil rights contracts is one of the topics that some legal scholars have referred to in the context of a purely legal, rather than fundamental, legal debate in their books.

The subject of this debate is whether contracts that are contrary to general rules and which are prohibited by the legislature are void and corrupt. In other words, is the legislator's prohibition on entering into a contract implying its nullity and corruption?

In fact, the natural consequence of a breach of the conditions for a contract to be valid and effective is that what happens is left without legal influence and has no effect whatsoever. This type of contract invalidity in civil rights has two headings:

A. Void, and that is the case where the contract does not have any legal existence
B. Non-penetration, which is the same as before, except that it may be recoverable due to the existence of the principle of contractual examination contained in the contract.

Termination of the contract is the result of the corruption of the pillars of the contract of social interest; this type of contract is legally and in terms of the effect that it has on nothing.

Cancellation is the result of anger over violations of laws that do not require a judge's judgment, and the court's ruling is merely a declaratory and affirmative aspect.

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