

The Mechanism of Contract Termination in the 1980 Convention on International Sale of Goods and Its Comparison with Contract Termination in Iranian and Iraqi Law

Sameer Fawzi. Abu AlHail¹, Ali. Radan Jabali^{2*}, Hasanin. Zia³, Zainab. Pourkhaqan Shahrezaee²

¹ Ph.D. Student of Private Law, Isfahan (Khorasgan) Branch, Islamic Azad University, Isfahan, Iran

² Assistant Professor, Department of Law, Isfahan (Khorasgan) Branch, Islamic Azad University, Isfahan, Iran

³ Assistant Professor, Department of Law, Maysan University, Iraq

* Corresponding author email address: dr.aliradan@gmail.com

Received: 2025-02-13

Revised: 2025-04-12

Accepted: 2025-04-27

Published: 2025-10-21

EDITOR:

Eman Shenouda

Associate Professor, Department of Psychology, Isfahan (Khorasgan) Branch, Islamic Azad University, Isfahan, Iran. Email: ens01@fayoum.edu.eg

REVIEWER 1:

Yuyu Zheng

School of International Relations, University of St Andrews, St Andrews, London, United Kingdom. Email: yuyuzheng@gmail.com

REVIEWER 2:

Shehzad Raj

School of Law, Universiti Geomatika Malaysia, Kuala Lumpur, Malaysia. Email: shehzadraj@geomatika.edu.my

1. Round 1

1.1. Reviewer 1

Reviewer:

In the last paragraph of the abstract, you mention the importance of “extensive trade exchanges between Iraq and Iran.” However, no empirical or legal data is provided. Consider including trade statistics or references to treaties to strengthen this justification.

In the first paragraph of the introduction, the sentence “...termination must be exercised by the party entitled to terminate, but its execution requires only a simple notice...” is informative but lacks citation. Please provide a reference from the CISG or legal commentary to support this procedural claim.

In the paragraph beginning “In Iraq, if an economic imbalance arises...,” the discussion on the doctrine of change of circumstances lacks a citation from Iraqi jurisprudence or a legal scholar. Please add a citation to validate the claim.

When you state “Article 146(2) of the Iraqi Civil Code recognizes this doctrine,” it would be helpful to quote or paraphrase the article text briefly, so readers understand the link between doctrine and codified law.

Although the article discusses interpretation and gaps in CISG, there is no mention of Article 7 of the CISG, which governs interpretation and the use of general principles. This omission weakens the legal completeness of the CISG discussion.

In the paragraph explaining Article 25 of the CISG, the statement “the interpretation remains ambiguous” should be elaborated with examples of scholarly disagreement or judicial interpretations.

The article references situations like “minor delays” or “time-sensitive transactions” in defining a fundamental breach, but does not cite any case law or arbitration awards (e.g., CLOUT cases). Including one or two real examples would significantly enhance this section’s impact.

The paragraph about anticipatory breach mentions differences in Iranian civil and commercial law. However, the implications of these differences are not explored. Please explain how these distinctions affect international commercial transactions.

Authors revised the manuscript and uploaded the document.

1.2. Reviewer 2

Reviewer:

The legal definition of termination (e.g., “Statutory termination refers to situations where the law explicitly grants...”) is accurate, but it should be clarified with examples from CISG Articles or specific Civil Code references from Iran and Iraq.

In several places, the term “Khiyar” is used without explanation for international readers unfamiliar with Islamic jurisprudence. The first usage should include a brief translation (e.g., “Khiyar (contractual option under Islamic law)”) for accessibility.

While the paper promises a comparison between Iranian and Iraqi law and the CISG, the comparison lacks structured subsections or tables. Consider introducing comparative tables or subsections with headings like “Termination Under Iranian Law vs. Iraqi Law vs. CISG.”

In “Regarding the occurrence of a breach, this condition requires that the seller disrupts...,” the phrasing is repetitive. Consider revising to a more concise form such as: “A breach occurs when the seller fails to fulfill their contractual obligations.”

The section on fundamental breach focuses primarily on the CISG and Iranian law. Please expand this section by illustrating how Iraqi courts or the Iraqi Civil Code approach the concept of breach.

In the paragraph starting “The concept of anticipatory breach of contract is not explicitly recognized...,” the discussion is valuable but lacks specific statutory references or judicial decisions to show the claim’s grounding in Iranian law.

Authors revised the manuscript and uploaded the document.

2. Revised

Editor’s decision: Accepted.

Editor in Chief’s decision: Accepted.