

The Effects of Revocation of Offer in Iranian, English, and American Law in Light of Judicial Practice

Samad. Shoorcheh¹, Seyed Hossein. Safaai^{1*}, Nejad. Ali Almasi¹

¹ Department of Private Law, S.R.C., Islamic Azad University, Tehran, Iran.

* Corresponding author email address: hsafaii@iau.ac.ir

Received: 2025-06-10	Revised: 2025-10-01	Accepted: 2025-10-06	Initial Publish: 2025-10-08	Final Publish: 2026-04-01
----------------------	---------------------	----------------------	-----------------------------	---------------------------

EDITOR:

Tahereh Ebrahimifar¹

Head of Sociology Department, Faculty of Arts, Helwan University, Cairo, Egypt. Email: Tah.Ebrahimifar@iauctb.ac.ir

REVIEWER 1:

Pınar Reisoğlu¹

Faculty of Social Sciences, Recep Tayyip Erdogan University, Rize, Turkey. Email: pinarreisoglu@erdogan.edu.tr

REVIEWER 2:

Mehmet Çevik¹

Department of Social Sciences, Ankara University, Türkiye. Email: mehmetÇevik@asbu.edu.tr

1. Round 1

1.1. Reviewer 1

Reviewer:

While this paragraph establishes the centrality of the offer, it would benefit from a clearer articulation of the research gap. You may explicitly state what previous comparative studies have overlooked and how your paper addresses those omissions.

The contrast between freedom of will and protection of reliance is well framed, but the paragraph would be stronger if you provided concrete examples (e.g., specific disputes or cases) to illustrate this tension in practice.

The reference to Iranian law could be expanded with a specific citation to relevant provisions in the Civil Code (e.g., Article 219 onwards) rather than relying solely on secondary commentary. This would add doctrinal precision.

The paragraph usefully contrasts Iranian, English, and U.S. law, but it would benefit from adding a short comparative table summarizing these differences for clarity and readability.

The paragraph would be clearer if you included a specific case example from each system where courts explicitly balanced these two principles. Currently, the discussion is too abstract.

The interpretation of Articles 190–191 could be supplemented with authoritative judicial opinions or examples from Iranian Supreme Court cases to demonstrate how these provisions are applied in practice.

The phrase “case examples reveal” should be supported with at least one cited case or judgment, otherwise the claim appears general and anecdotal.

The list of challenges is insightful but should end with a synthesized argument that shows how these shortcomings collectively undermine legal certainty. This would help connect the analysis to your reform proposals later.

Consider adding historical development (e.g., classical vs. modern contract theory) to contextualize how English law evolved from strict autonomy to greater reliance protection.

This section mentions only one case. Expanding to include at least one more recent case would demonstrate that the principle is consistently applied and remains relevant today.

This section repeats ideas already covered in the discussion. Consider shortening and making the conclusion more forward-looking by focusing on implications for reform in Iran.

Authors revised the manuscript and uploaded the document.

1.2. *Reviewer 2*

Reviewer:

The research objectives are clearly enumerated but somewhat repetitive. Consider condensing them into fewer, sharper research questions to emphasize novelty and avoid overlap.

This section is very brief. You should expand by specifying the scope of sources consulted (e.g., case law databases, comparative doctrinal works, Iranian jurisprudential texts) and clarify the methodological framework for comparative analysis.

The discussion of offer could be enriched by briefly distinguishing between unilateral and bilateral contracts, since the revocation rules may differ depending on the contractual form.

You provide a doctrinal distinction but omit how Iranian courts interpret similar situations (advertisements, catalogues). Adding local judicial interpretation would strengthen the comparative balance.

The weaknesses listed could be more thoroughly developed. For instance, you could discuss how the complexity of consideration has sparked academic debate and whether reforms have been proposed.

The explanation is clear, but the paragraph would be strengthened by giving an example of a landmark U.S. case that established or clarified the option contract doctrine.

This paragraph is highly descriptive. To increase analytical depth, you could compare the Restatement's approach to reliance with the stricter UCC provisions, explaining which better protects offerees.

The claim "courts have stressed that where a promise is made and foreseeable reliance occurs, unilateral revocation...is not permissible" should be supported with a specific case citation (e.g., Hoffman v. Red Owl Stores).

Authors revised the manuscript and uploaded the document.

2. Revised

Editor's decision: Accepted.

Editor in Chief's decision: Accepted.