

OPEN PEER REVIEW

Examination of Specific Performance of Obligations in Iranian Law and the Uniform Commercial Code from the Perspective of Economic Efficiency

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1. Round 1

1.1. Reviewer 1

Reviewer:

The phrase “no comprehensive research with an economic approach has comparatively examined...” should be supported with more evidence. Please add references to confirm that the gap truly exists, or clarify the novelty more convincingly.

The conclusion of the introduction reads like a summary rather than a statement of aims. Instead of “this study seeks, through an economic and comparative approach...,” clearly state the research questions and expected contributions.

The sentence “The present subject, as a comparative study of a specific institution entitled compulsory performance of obligations, while also analyzing it from the perspective of economic efficiency, does not have a direct precedent in this exact form” is cumbersome. Please simplify for readability and avoid circular wording.

While you note that efficiency is not always achieved, there is no engagement with recent critiques of pacta sunt servanda. Please expand this section by connecting Safaei’s views with newer economic law analyses (e.g., Shavell, 2006).

The use of “For example, when the court cannot accurately measure the expected damages...” is effective, but you should provide a concrete case example from Iranian or U.S. law to illustrate this point.

The methodology is described as descriptive–analytical, but the criteria for selecting Iranian Civil Code articles and UCC provisions are not specified. Please clarify the selection process to ensure methodological transparency.

The phrase “the analytical process takes place on three levels: description, causal explanation, and interpretive analysis” is excellent, but examples of how each level is applied in this study are missing. Please add one example for each level.

The phrase “proposed solutions include distinguishing among types of contracts” is underdeveloped. Please expand on what “types” mean—civil, consumer, commercial—and explain how differentiation improves efficiency.

The sentence “An examination of the arguments of both sides is therefore necessary in order to arrive at a conclusion consistent with the elements of the economic analysis of law” is repetitive of earlier sections. Please condense or merge to avoid redundancy.

The statement “Economic factors such as efficiency, optimal allocation and use of resources...” should specify which efficiency concept (Pareto vs. Kaldor-Hicks) is most applicable in Iranian law, to sharpen the theoretical contribution.

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.