

Examining and Identifying the Similarities and Differences among the Rules Governing Contractual Fault in Iranian Law, Imamiyyah Jurisprudence, English Law, American Law, and French Law

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Received: 2026-02-10

Revised: 2026-07-22

Accepted: 2026-07-29

Initial Publish: 2026-08-19

Final Publish: 2026-11-01

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1. Round 1

1.1. Reviewer 1

Reviewer:

In the second paragraph of the Introduction, the sentence “in all legal systems under examination... the injured party must be placed in the position in which he or she would have been had the contract been performed” is accurate as a broad remedial principle but needs comparative precision. In common law, this is generally associated with expectation damages, while in French and Iranian law the priority of specific performance may alter the remedial structure. The author should clarify whether the comparison concerns the aim of damages, the hierarchy of remedies, or the broader philosophy of contractual enforcement.

In the paragraph stating that “every human being is responsible for his or her own acts and conduct,” the discussion shifts from contractual fault to dangerous objects and objective liability. This transition is not sufficiently explained. The author should either separate this discussion into a distinct section on the foundations of civil liability or explicitly explain how ownership of dangerous objects relates to contractual fault. At present, the paragraph blends moral responsibility, tort liability, strict liability, and contractual non-performance in a way that weakens the conceptual structure of the article.

In the paragraph beginning “Overall, in Iranian law, contractual fault means the obligor’s breach of an obligation arising from a contract,” the author cites Article 221 and Article 227 of the Civil Code, which is appropriate, but the analysis should go further. The article should explain the relationship between Article 221, which addresses liability for breach, and Article 227, which provides an exemption where non-performance results from an external event. This would allow the author to clarify whether Iranian law adopts presumed fault, force majeure-based exemption, or objective liability moderated by external cause.

In the paragraph on Imamiyyah jurisprudence, the article lists “the rule of fulfillment of covenants,” “the rule of no harm,” “the rule of causation,” and “the rule of destruction,” but the list remains descriptive. The author should explain how each rule specifically contributes to contractual liability. For example, the rule of fulfillment of covenants supports enforceability, the rule of no harm supports prevention or compensation of injury, and the rules of causation and destruction support attribution of loss. Without this explanation, the jurisprudential foundation remains underdeveloped.

Authors revised the manuscript and uploaded the document.

1.2. Reviewer 2

Reviewer:

In the same introductory paragraph, the claim that “French law... gives priority to specific performance over damages and regards termination or damages as secondary remedies” needs stronger doctrinal support and should be updated in light of modern French contract law. The article mentions the 2016 reform later but does not integrate it systematically into the earlier discussion. The author should explain whether the statement reflects pre-reform doctrine, post-reform Civil Code provisions, or a general civil-law tradition.

The sentence “The doctrine of anticipatory breach is one of the most important points of divergence” is important but underdeveloped. The manuscript should define anticipatory breach more technically and distinguish it from impossibility, insecurity, repudiation, and expected non-performance. This is especially necessary because the article claims that Iranian law has not expressly developed the doctrine but may allow preventive responses in certain cases; that point requires clearer legal reasoning and, preferably, reference to relevant Iranian Civil Code provisions or doctrinal positions.

In the paragraph titled “The Concept of Fault and Its Types,” the discussion begins with several lexical definitions of fault, such as “weakening, negligence in an act, failure in an act, as well as sin and offense.” This part is excessively linguistic and repetitive for a scientific legal article. The author should condense the lexical discussion and move more quickly to the technical legal meaning of fault, especially contractual fault, because the present wording gives the section a descriptive dictionary-like tone rather than an analytical comparative-law tone.

The paragraph stating that “In legal terminology, fault is the conduct of a person whose act causes harm to another, provided that the act is unlawful” appears to define fault primarily through tortious or extra-contractual liability, not contractual liability. Since the article is focused on contractual fault, the author should clearly separate fault in civil liability/tort from fault in breach of contractual obligations. Otherwise, the reader may not understand whether unlawfulness is being used as a general civil-liability element or as a specific requirement of contractual breach.

In the section distinguishing the “general concept of fault” and the “specific concept of fault,” the statement that general fault means “mere non-performance of a contractual obligation... without the role of fault or the subjective element” is terminologically confusing. If fault is defined as mere non-performance without fault, then the concept becomes circular and risks collapsing into breach of contract. The author should reconsider the labels and perhaps use “objective breach” or “non-performance” for the general concept and reserve “fault” for culpable non-performance involving negligence, intent, or blameworthiness.

In the paragraph discussing Articles 951 to 953 of the Iranian Civil Code, the article correctly quotes the definitions of transgression and negligence, but it does not explain whether these provisions apply directly to contractual liability or mainly to fiduciary and property-related duties. The manuscript should clarify the doctrinal pathway by which these articles are extended to contractual liability. This is particularly important because the following paragraph acknowledges that the definitions may be criticized for not mentioning violation of law.

The paragraph beginning “In Iranian civil law, the sign of fault is that it has a sanction” contains normative and policy-oriented claims, including the assertion that if people carefully observe fault rules, “the number of civil claims... will certainly be reduced to a minimum.” This claim is speculative and not supported by empirical or doctrinal evidence. The author should either remove this assertion or reformulate it more cautiously as a theoretical expectation, because scientific legal writing should avoid unsupported predictions about litigation statistics.

Authors revised the manuscript and uploaded the document.

2. Revised

Editor's decision: Accepted.

Editor in Chief's decision: Accepted.