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The Obligation to Execute Official Deeds in Real Estate Transactions: A Jurisprudential and Legal Analysis under Iranian Law

Mehdi. Sahraei[1], Tayeb. Afsharnia[2*], Mohammad Reza. Fallah[3]

[1] Department of Private Law, UAE.C., Islamic Azad University, Dubai, United Arab Emirates
[2] Department of Private Law, WT.C., Islamic Azad University, Tehran, Iran
[3] Associate Professor, Department of Private Law, Faculty of Humanitim, Shahed University, Tehran, Iran

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

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The formal registration of real estate transactions is one of the principal mechanisms for securing ownership, protecting third-party rights, preventing conflicting transfers, and reducing property disputes in the Iranian legal system. Nevertheless, the widespread use of ordinary documents in real estate transactions has historically created tension between the rules of contract law and the requirements of registration law. This study examines the jurisprudential and legal foundations of the obligation to execute official deeds in Iranian real estate transactions and evaluates the changing legal position of unregistered transactions in light of recent legislative developments. Using a descriptive-analytical method based on jurisprudential sources, statutory rules, legal doctrine, and judicial approaches, the study analyzes the relationship between contractual validity, the binding force of agreements, formal registration, evidentiary status, registered ownership, and the protection of third parties. The findings indicate that the obligation to execute an official deed cannot be regarded merely as an administrative formality. It is supported by both contractual principles and broader jurisprudential considerations, including the binding nature of lawful agreements, prevention of harm, rational practice, preservation of legal order, and protection of financial rights. At the same time, the validity of the underlying agreement should be distinguished from the proprietary, evidentiary, and procedural effects that depend on official registration. The recent compulsory-registration regime reflects a clear legislative movement toward strengthening formal registration and restricting reliance on unregistered real estate transactions. This transformation is likely to reshape the traditional action for compulsory execution of an official deed by placing greater emphasis on registration compliance, third-party protection, and the reliability of the public register. The study concludes that an effective registration-centered system requires doctrinal clarity, judicial consistency, reliable electronic infrastructure, accessible registration procedures, and a balanced approach that protects contractual expectations without undermining the security of registered ownership.

Keywords: *Official Deed; Real Estate Transactions; Compulsory Registration; Immovable Property; Ordinary Document; Iranian Law; Imamiyyah Jurisprudence; Property Registration; Contractual Obligations; Legal Certainty*

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1. Introduction

Transactions involving immovable property occupy a distinctive position within private law because their effects ordinarily extend beyond the immediate contractual relationship between transferor and transferee. Land and buildings frequently constitute the most valuable assets held by individuals and commercial actors, serve as sources of investment and credit, form the subject matter of security interests, and may successively pass through several transactions over relatively long periods. Consequently, legal systems cannot regulate real estate transactions solely through the ordinary principles applicable to consensual contracts; they must also establish mechanisms through which ownership, encumbrances, transfers, and competing claims can be identified with sufficient certainty. Iranian law reflects this dual structure. On the one hand, the Civil Code recognizes contractual autonomy, consensual formation of contracts, the binding effect of valid agreements, and the legal consequences that arise from contractual commitments. On the other hand, registration legislation establishes a formal institutional structure for identifying registered owners, recording transactions concerning immovable property, determining the evidentiary value of instruments, and protecting third parties who rely upon public registration. This coexistence of contractual and registration rules has generated one of the most persistent questions in Iranian property law: whether an agreement for the transfer of immovable property produces its essential legal effects independently of registration, and, if so, how those effects should be reconciled with the statutory requirement that the transfer ultimately be reflected in an official deed and the registration system. Iranian civil-law doctrine has traditionally emphasized that a valid contract generates binding legal consequences for the parties and that contractual obligations cannot ordinarily be disregarded merely because performance has not yet occurred (Katouzian, 2010). The law of sale similarly treats the seller's obligation to deliver and transfer the subject matter as an integral consequence of the contractual relationship (Katouzian, 2007). At the same time, the special nature of immovable property and the institutional importance of the registration system require a distinction between contractual validity, the existence of an obligation, formal recognition of ownership, evidentiary status, and opposability toward third parties. This distinction is particularly significant where a sale has been concluded through an ordinary instrument but the seller subsequently refuses to attend a notary office and execute the official deed.

The action for compulsory execution of an official deed developed precisely at the intersection of these two bodies of law. From the perspective of general contract law, where the seller has validly undertaken to transfer property and the transaction satisfies the substantive requirements of validity, the purchaser may claim performance of the obligation rather than being confined to damages or termination. The principle of contractual binding force supports the proposition that a party cannot unilaterally avoid obligations voluntarily assumed through a valid agreement (Safaei, 2011). Iranian doctrine has also distinguished between the creation of an obligation and the subsequent procedural or formal mechanisms necessary for its complete implementation, a distinction that is especially important in transactions requiring registration (Shahidi, 2014). Thus, the obligation to execute an official deed may be understood, at least in part, as the legal continuation of the seller's contractual undertaking. Nevertheless, this explanation is incomplete if registration is treated merely as a private obligation owed by one contracting party to another. Registration performs functions that extend considerably beyond contractual performance. It provides publicly ascertainable evidence of ownership, facilitates the identification of encumbrances, limits the possibility of multiple inconsistent transfers, strengthens transactional security, and enables state institutions and third parties to rely on an authoritative record. For this reason, Iranian registration law has historically granted a privileged legal position to the person whose ownership is reflected in the registration records and has imposed formal requirements upon important transactions concerning immovable property. Jafari Langroudi's analysis of Iranian registration law demonstrates that the registration system is not simply an evidentiary supplement to private agreements; it is an institutional mechanism through which the legal status of immovable property becomes stable and publicly identifiable (Jafari Langroudi, 1993). More recent scholarship similarly emphasizes that cadastral and registration structures are directly connected with transparency, certainty of boundaries, reliability of ownership information, and the general security of real estate transactions (Nazari et al., 2024).

The problem becomes more complex because ordinary instruments have historically played a substantial role in Iranian real estate practice. Parties frequently conclude preliminary agreements, sale agreements, handwritten instruments, or privately executed documents before the final official transfer is registered. Such instruments may embody a genuine agreement and may satisfy the substantive requirements of contract formation, but their relationship with the registration system has long been controversial. A rigid registration-based interpretation may treat the absence of official registration as severely limiting the legal consequences of the transaction, whereas a purely contractual interpretation may place excessive emphasis on the parties' private agreement and insufficient emphasis on the public function of registration. Iranian legal scholarship has therefore increasingly sought an intermediate approach that separates the validity of the contractual relationship from the full proprietary and registrational effects associated with official transfer. The classical distinction between obligation and ownership is particularly useful in this context. A contract may impose upon the seller a duty to take all necessary steps to complete the formal transfer even where the public register has not yet changed. Shahidi's treatment of contractual formation and obligations supports the view that the source and enforceability of an undertaking must be distinguished from the formal act through which the ultimate legal result is completed (Shahidi, 2012). Similarly, the consequences of contracts may include not only duties expressly stated by the parties but also consequences arising from law, custom, and the nature of the transaction (Shahidi, 2009). In real estate transactions, the obligation to cooperate in formal registration may therefore arise even where the contract does not contain an elaborate clause describing each administrative step required for transfer.

The jurisprudential dimension of the issue is equally important because Iranian private law is deeply influenced by Imamiyyah jurisprudential principles concerning contracts, property, evidence, and fulfillment of obligations. Classical jurisprudential works generally developed in historical contexts in which the modern state-operated land registry and contemporary concept of an official deed did not exist in their current form. It would therefore be methodologically inaccurate to search classical jurisprudential texts for a direct equivalent of the modern statutory registration regime. The more appropriate question is whether the underlying purposes and rules of Islamic jurisprudence provide normative support for requiring formal documentation and registration when such measures protect rights and prevent disputes. Classical discussions of sale emphasize the binding consequences of valid transactions and the obligation of parties to respect the legal effects generated by their agreements (Al-Muhaqqiq al-Hilli, 1987). Later Imamiyyah jurisprudence extensively developed the principles governing the validity, binding character, and effects of transactions (Najafi, 1983). Shaykh Ansari's analysis of commercial transactions likewise demonstrates the central significance of consent, validity, and the binding force of lawful contractual arrangements (M. i. M. A. Ansari, 1994). These principles provide a jurisprudential basis for requiring a seller to perform what has validly been undertaken, including cooperation in completing formal transfer where such cooperation has become necessary under the legal system. At the same time, jurisprudence contains broader doctrines capable of supporting mandatory registration independently of the individual contract, including prevention of harm, protection of social order, rational practice, and the authority of legally justified organizational measures.

The Qur'anic emphasis on documentation of financial relationships also provides an important conceptual foundation, although its implications must be stated carefully. Verse 282 of Surah al-Baqarah addresses the writing of deferred financial obligations and emphasizes documentation, accuracy, impartial writing, and evidentiary safeguards. Classical exegesis explains the verse in the context of preventing uncertainty and preserving the rights of parties to financial relationships (Al-Tabari, 1999). Tabatabaei similarly interprets the verse as reflecting the importance of preventing dispute and protecting financial rights through reliable documentation (Tabatabaei, 1996). It does not necessarily follow that the verse itself directly creates a modern statutory requirement for official registration of every real estate transaction. The concepts of written evidence, official authentication, electronic registration, cadastral identification, and state recognition of ownership are institutionally distinct. Nevertheless, the underlying rationale of documentation—reducing uncertainty, preserving rights, facilitating proof, and preventing later denial—provides a jurisprudentially relevant foundation for contemporary registration policy. The movement from private writing to official registration can accordingly be understood not as a rejection of traditional transactional principles but as an institutional development designed to fulfill analogous protective purposes under modern social and economic conditions.

Contemporary changes in Iranian legislation make reconsideration of this relationship particularly necessary. The Law on Compulsory Registration of Immovable Property Transactions, adopted in 2024, reflects a stronger legislative policy in favor of official registration and a more restrictive approach toward unregistered transactions. The legislation is significant not merely because it introduces new technical registration requirements but because it affects the judicial consequences of failing to register covered transactions. In particular, it changes the traditional environment in which an ordinary real estate agreement could often serve as the basis for an action compelling the seller to execute an official deed. Tafaghodi Zare's analysis of the compulsory-registration legislation emphasizes its broader policy of strengthening official documentation, increasing transparency, reducing disputes, and limiting the disruptive consequences of informal transfers (Tafaghodi Zare, 2023). More recent comparative analysis of the transfer and registration of immovable property likewise indicates that the legal nature of registration cannot be reduced to a single evidentiary function; registration may operate as a mechanism affecting recognition, transfer, publicity, or opposability depending on the structure adopted by the legal system (Najafi et al., 2024). This legislative development therefore requires an integrated examination of traditional civil-law doctrine, registration law, jurisprudential principles, and procedural consequences.

The distinction between official and ordinary instruments has become correspondingly more important. Official documents traditionally enjoy stronger evidentiary status because they are prepared by competent authorities or officials in accordance with legally prescribed procedures. Their privileged position is connected with institutional verification of identity, authority, content, date, and the legal status of the property. Ordinary instruments lack some of these institutional safeguards, although this does not necessarily mean that they are devoid of contractual significance. The comparative study conducted by Moradpour and colleagues demonstrates that the relationship between official instruments and competing evidence involves both evidentiary policy and the protection of transactional certainty (Moradpour et al., 2025). The legal system must therefore distinguish between the question whether an agreement existed between particular parties and the separate question whether the resulting claim should prevail against an officially registered title or a third party who has relied upon the public record. These are conceptually distinct inquiries, and conflating them has historically contributed to inconsistent judicial approaches.

Against this background, the present study examines the jurisprudential and legal foundations of the obligation to execute official deeds in Iranian real estate transactions, analyzes the relationship between contractual validity and registration requirements, evaluates the changing status of ordinary instruments under the compulsory-registration regime, and considers the conditions under which courts may compel formal transfer. The central argument developed throughout the article is that official registration should not be conceptualized exclusively as a contractual formality or exclusively as a constitutive property-law mechanism. Rather, the obligation operates at the intersection of private autonomy, contractual binding force, public registration, third-party protection, and legal certainty. Proper interpretation therefore requires coordinated application of jurisprudential principles, civil-law doctrine, registration legislation, and judicial policy rather than absolute preference for either informal contractualism or formal registration.

2. Jurisprudential and Legal Foundations of Mandatory Official Registration

The jurisprudential analysis of mandatory registration must begin by separating the substantive validity of transactions from the methods by which transactions are documented, proved, publicized, and rendered effective against third parties. Classical Imamiyyah jurisprudence developed an extensive doctrine of sale and property transfer, but the institutional environment of those discussions differed fundamentally from the contemporary registration system. The absence of a modern land registry in classical jurisprudence does not mean that contemporary registration requirements are inconsistent with jurisprudential principles; nor does the importance of written evidence in Islamic sources mean that every modern registration form can simply be treated as a direct implementation of a specific classical rule. The relevant jurisprudential inquiry is functional. One must identify the underlying norms governing contractual fidelity, protection of property, prevention of harm, evidentiary certainty, and organization of social relations, and then determine whether compulsory registration constitutes a legitimate modern means of realizing those norms. Classical treatments of sale recognize that once the essential conditions of a lawful transaction have been satisfied, the parties become subject to the legal consequences of the contract (Shahid al-Thani, 1992). Najafi's extensive treatment of transactional law likewise emphasizes the binding effects of valid dispositions and the legal consequences that follow from ownership and contractual commitments (Najafi, 1983). Accordingly, where a seller has validly undertaken to transfer immovable property, jurisprudential principles do not support arbitrary refusal to complete steps required for implementation of that transfer.

The principle of contractual binding force provides the most immediate jurisprudential foundation for compelling execution of an official deed. In the jurisprudence of transactions, the principle of *asalat al-luzum* operates as an important presumption favoring the binding character of lawful contracts in the absence of a recognized ground for dissolution. Shaykh Ansari's transactional analysis gives substantial weight to the stability of contractual relations and the consequences flowing from valid agreements (M. i. M. A. Ansari, 1994). This principle is also reflected in contemporary Iranian civil law through the binding effect of valid contracts and the availability of compulsory performance where the obligated party refuses to perform. The relevance of *luzum* to official transfer is particularly clear where the contract expressly requires the seller to attend a notary office, obtain necessary clearances, discharge encumbrances where required, and execute the official transfer instrument. In that situation, judicial compulsion does not create a new obligation; it enforces one already arising from the agreement. Even where the contract does not expressly describe official transfer, the obligation may be inferred from the legal and customary requirements of a real estate sale. A sale intended to give the purchaser legally secure ownership cannot ordinarily be interpreted as allowing the seller to retain the registered title indefinitely after receiving the agreed consideration. General Iranian contract doctrine supports the inclusion of consequences arising from the nature of the transaction, applicable law, and established custom in determining the content of contractual obligations (Katouzian, 2010). Therefore, the duty to execute an official deed can arise as an implied consequence of the transaction as well as an express undertaking.

The principle of validity, however, requires a different analysis. *Asalat al-sihha* protects lawful transactions from being treated as invalid merely because doubt exists concerning their regularity. In the field of real estate, this principle has sometimes been invoked to support the contractual significance of ordinary instruments. Yet the principle of validity cannot by itself determine all registrational consequences of an unregistered transaction. A transaction may be substantively valid between the parties while still failing to produce certain public-law, evidentiary, or proprietary effects because statutory registration requirements have not been satisfied. This distinction is essential. The jurisprudential presumption of validity addresses the legal soundness of the underlying act; it does not necessarily eliminate legally prescribed formalities governing publicity, proof, or effects toward third parties. Khomeini's treatment of transactional rules reflects the broader jurisprudential commitment to recognizing valid private acts while simultaneously accepting regulatory rules designed to structure the lawful exercise of rights (Khomeini, 2000). From this perspective, the question is not whether registration invalidates contractual autonomy, but whether the state may attach particular legal consequences to the failure to publicize and authenticate transactions affecting immovable property. Where those consequences are designed to preserve competing rights and public order, the jurisprudential objection becomes substantially weaker.

Rational practice, or *bina' al-'uqala'*, provides a particularly strong basis for modern registration. Legal systems universally confront informational problems surrounding ownership of immovable property. Because land is durable, economically valuable, capable of being encumbered, and frequently transferred across time, private possession or private documentation alone cannot always provide reliable notice of legal status.

Rational social practice therefore favors stable systems through which ownership and limitations upon ownership can be publicly verified. Classical usul jurisprudence recognizes the normative significance of rational practices that are not rejected by the Sharia and that facilitate reliable social dealings. The theoretical foundations of reliance upon rational practice are elaborated within Imamiyyah legal theory (M. Ansari, 1994). Modern cadastral registration may thus be understood as an institutionalized form of a rational social need: establishing a dependable record that allows purchasers, creditors, courts, and public authorities to identify the legally relevant status of property. Nazari and colleagues emphasize that a coherent cadastral system improves transparency and accuracy in identifying ownership and boundaries (Nazari et al., 2024). The jurisprudential significance of such a system lies not in its bureaucratic form but in the rational objectives that it serves.

The rule against harm, *la darar*, further reinforces the legitimacy of mandatory registration. Informal and undisclosed transactions may expose purchasers to repeated sales, conceal encumbrances, facilitate fraud, complicate inheritance and enforcement proceedings, and undermine the rights of creditors or subsequent acquirers. Where a property can be successively sold through private documents without an authoritative public record, parties who transact in good faith may suffer substantial harm. Naraqi's jurisprudential analysis of general legal maxims demonstrates the importance of rules aimed at preventing legally cognizable harm and structuring rights so that their exercise does not unjustifiably injure others (Naraqi, 1996). The doctrine should not be converted into an unlimited authorization for any formality that the legislature might choose to impose; proportionality remains important. Yet where formal registration directly reduces foreseeable harm created by hidden or conflicting claims, the connection between the registration requirement and the jurisprudential policy of preventing harm is substantial. The same reasoning supports limiting the ability of an unregistered claimant to defeat the position of a third party who has relied upon the official register. In such circumstances, unrestricted enforcement of private documents could shift the consequences of informational opacity onto persons who had no effective means of discovering the prior transaction.

Preservation of social and legal order, commonly expressed through the concept of *hifz al-nizam*, supplies an additional foundation. A contemporary real estate market cannot operate efficiently if ownership status is persistently uncertain or if courts must reconstruct every chain of title through private documents, witness testimony, and conflicting factual assertions. The regulation of property rights therefore has a systemic dimension. Registration contributes to administrative planning, taxation, secured credit, judicial enforcement, urban development, and prevention of fraudulent transactions. The legal system's interest in registration is consequently broader than the interests of the immediate contracting parties. From the jurisprudential perspective, measures required to maintain orderly social relations may be justified where they protect legitimate rights and do not contradict primary legal rules. The rule of dominion over property does not negate this conclusion. Ownership gives the proprietor broad authority over the property, but such authority operates within a legal order that determines how rights may be made effective against others. Khomeini's treatment of property and contractual disposition recognizes private authority while situating it within the larger body of legal rules governing legitimate transactions (Khomeini, 2000). Thus, requiring an owner to use an official system when transferring registered immovable property does not necessarily deny ownership; it regulates the form through which the transfer becomes publicly effective.

The Qur'anic principle of documentation strengthens this analysis at the level of legal policy. The command concerning written documentation in financial transactions reflects concern with proof, accuracy, and prevention of later disagreement. Al-Tabari's commentary associates written documentation with protection against dispute and uncertainty in financial dealings (Al-Tabari, 1999). Tabatabaei likewise emphasizes the rational and protective function of recording obligations in a manner capable of reducing later denial or disagreement (Tabatabaei, 1996). The modern official deed performs similar functions, but with additional institutional safeguards. It authenticates identity, establishes a reliable date, identifies the property, verifies the authority of the transferor, and links the transaction to the official registry. For this reason, the modern registration system can be characterized as an advanced institutional mechanism pursuing purposes compatible with the jurisprudential encouragement of documentation. Nevertheless, the analytical distinction must remain clear: Qur'anic writing and modern official registration are not legally identical institutions, and mandatory registration should not be presented as though it were explicitly prescribed in classical sources.

Iranian civil law translates several of these jurisprudential foundations into contemporary contractual doctrine. The general rules of contracts protect freedom of agreement while subjecting it to statutory and public-order limitations. Katouzian explains contractual autonomy as a principle operating within the legal framework rather than outside it (Katouzian, 2010). Consequently, legislation may impose mandatory formal or publicity requirements where broader legal interests demand them. Safaei similarly treats freedom of contract as compatible with mandatory rules designed to protect public interests and the rights of others (Safaei, 2011). The requirement of official registration therefore does not necessarily contradict private autonomy. Parties remain free to decide whether to sell, what property to transfer, the price, and many contractual conditions, but they cannot necessarily determine the public method by which ownership will be recognized against third parties. This distinction between freedom to create contractual obligations and the legal form required for their external effects is central to the Iranian registration regime.

The legal difference between official and ordinary instruments illustrates why this distinction matters. An ordinary document is fundamentally a private evidentiary instrument whose authority depends upon attribution and the substantive transaction it records. An official document, by contrast, is created through a legally authorized process and benefits from stronger presumptions regarding authenticity, date, content, and enforceability. Shahri's treatment of registration law emphasizes that official documents derive much of their legal significance from the competence of the registering authority and compliance with prescribed procedures (Shahri, 2022). Moradpour and colleagues further show that official instruments occupy a privileged position when confronted with other evidence because legal systems seek to protect the reliability of authenticated public documentation (Moradpour et al., 2025). These features are especially important in immovable-property transactions, where the effect of an instrument may concern not only the parties but also heirs, creditors, mortgagees, subsequent purchasers, and administrative authorities.

The stronger position of official documentation should nevertheless not be confused with an automatic proposition that every ordinary transaction is intrinsically void. Iranian civil-law doctrine has traditionally treated validity as dependent upon substantive contractual requirements unless the legislature expressly makes a formality constitutive. Emami's analysis of property and civil transactions reflects the traditional importance attached to consent and substantive legal requirements in determining the formation of transactions (Emami, 1996). Katouzian similarly distinguishes the formation and validity of contracts from questions concerning proof and effects against others (Katouzian, 2002). This doctrinal structure explains why Iranian courts historically entertained actions in which an ordinary sale agreement was used as the basis for compelling official transfer. The private document did not itself necessarily replace the registered title; rather, it could establish the contractual basis for ordering the registered owner to perform the formal act required to complete the transfer. The recent compulsory-registration legislation modifies the practical operation of this distinction by imposing stronger consequences for non-registration, but it should still be interpreted through careful separation of contractual validity, registrational effectiveness, and judicial cognizability.

The most coherent jurisprudential and legal foundation for mandatory official registration is therefore cumulative rather than singular. Contractual binding force explains why the seller must cooperate in formal transfer; rational practice explains why society requires a reliable public register; prevention of harm explains the need to reduce hidden and conflicting claims; preservation of legal order explains the systemic importance of authoritative ownership records; and the jurisprudential emphasis on documentation reinforces the protective function of formalization. None of these principles alone resolves every conflict between private agreement and official registration. Together, however, they support a legal model in which private transactions may generate obligations between the parties while official registration determines the secure, public, and opposable status of rights in immovable property. This integrated conception avoids two extremes: treating registration as a purely administrative ritual without substantive importance, and treating every absence of registration as automatically destroying the contractual relationship regardless of its circumstances.

3. The Legal Regime Governing Official Registration of Real Estate Transactions in Iran

The Iranian legal regime governing real estate transactions is constructed through the interaction of the Civil Code, the Registration of Deeds and Properties Act, legislation governing notary offices and registration administration, judicial doctrine, and, most recently, the Law on Compulsory Registration of Immovable Property Transactions. These sources do not all perform the same function. The Civil Code primarily governs formation, validity, effects, performance, and breach of private transactions, whereas registration legislation determines the formal public status of property rights and the circumstances under which transactions must be officially recorded. Understanding the obligation to execute an official deed therefore requires avoiding a false choice between civil law and registration law. The two bodies of rules regulate different but overlapping aspects of the same transaction. A sale agreement may establish contractual obligations under civil law, while registration law determines how the purchaser becomes publicly recognized as owner and how the transaction may be asserted against third parties. The significance of this dual structure was recognized in traditional registration doctrine, which treated the land register as a mechanism for stabilizing title and enabling state recognition of ownership (Jafari Langroudi, 1993). Modern scholarship has strengthened this approach by emphasizing the institutional importance of transparent and integrated registration data (Nazari et al., 2024).

Article 22 of the Registration Act is central to this structure because it connects state recognition of ownership to registration in the property register. Once property has entered the registration system, the state principally recognizes the person whose name appears as owner or whose transfer has been registered in accordance with the law. This principle serves several functions. It creates a presumptively authoritative point of reference, allows public institutions and third parties to identify the registered owner, and reduces the need to reconstruct ownership through an indefinite history of private transactions. Articles 46 to 48 reinforce this structure by requiring registration of specified instruments and transactions and by restricting the admissibility of documents that legally should have been registered but were not. Shahri explains these provisions as elements of a system designed to strengthen formal registration and prevent uncertainty in dealings concerning immovable property (Shahri, 2022). The practical difficulty, however, has always been determining whether these provisions affect only the evidentiary and public effects of an unregistered transaction or whether they also negate the substantive contractual relationship between the parties.

A purely formalist interpretation would regard mandatory registration as decisive for the existence of legally recognizable property transfer. Such an approach emphasizes the wording and institutional objectives of registration legislation. It is attractive from the perspective of certainty because it minimizes the legal significance of undisclosed private transactions and strengthens reliance upon the official register. Yet it may conflict with the Civil Code if applied without qualification. Article 10 recognizes private agreements within the limits of law, Article 190 identifies general substantive requirements for validity, and Article 219 affirms the binding nature of valid contracts. Articles 220 to 223 further address contractual effects and the presumption of validity. General contract doctrine therefore creates a strong basis for treating a valid agreement as legally meaningful even before all stages of registration have been completed. Katouzian's account of contractual obligations emphasizes that valid agreements produce duties whose performance can be judicially compelled unless the nature of the obligation or a mandatory rule requires otherwise (Katouzian, 2010). Shahidi similarly distinguishes the binding contractual relationship from the subsequent mechanisms by which its effects are implemented (Shahidi, 2014). Accordingly, the most defensible traditional interpretation has been to distinguish between the contract as a source of obligations and registration as the mechanism through which full proprietary publicity and official recognition are achieved.

This distinction becomes particularly clear in a common real estate transaction. A seller and purchaser conclude a valid sale agreement, the purchaser pays all or a substantial portion of the price, possession may even be delivered, and the seller undertakes to appear at a designated notary office to execute the official deed. If the seller later refuses to attend, the purchaser's claim is not necessarily that the private instrument itself should be treated as identical to an official registered title. Rather, the purchaser asserts that the valid agreement created an obligation requiring the seller to perform the remaining formal act. The action for compulsory execution of the official deed thus historically provided a bridge between civil-law validity and registration-law formality. Katouzian's analysis of sale supports the view that contractual consequences include duties necessary to place the purchaser in the legal position contemplated by the transaction (Katouzian, 2007). Shahidi's work on obligations further supports specific performance where performance remains possible and no legal prohibition prevents it (Shahidi, 2009). This framework explains why ordinary instruments could possess substantial contractual significance without being equated with registered ownership.

The traditional arrangement nevertheless generated serious systemic problems. Because ordinary documents could be relied upon in contractual litigation, real estate could pass through multiple successive private transfers without corresponding changes in the official register. The registered owner might no longer be the person exercising economic control over the property, while subsequent purchasers might lack access to the full chain of informal transfers. Mortgages, attachments, inheritance, and judicial enforcement could become entangled with unregistered claims. Conflicting transactions were particularly problematic because a seller could execute more than one purported transfer, forcing courts to evaluate competing documents, dates, possession, good faith, and registration status. Moradpour and colleagues demonstrate that conflicts between official documents and other forms of evidence raise fundamental questions about the reliability of public documentation and the extent to which private evidence should be permitted to undermine it (Moradpour et al., 2025). From a policy perspective, the widespread circulation of ordinary real estate documents weakened one of the registration system's central purposes: making the legal status of property ascertainable from an authoritative source.

The 2024 Law on Compulsory Registration of Immovable Property Transactions represents a legislative attempt to address these weaknesses. Its significance lies in changing the incentive structure surrounding registration. Rather than treating formal registration primarily as the eventual endpoint of transactions that may circulate for extended periods through ordinary documents, the legislation seeks to channel covered transactions into the official electronic registration system from the outset. Tafaghodi Zare identifies the policy rationale behind compulsory registration as strengthening transparency, reducing disputes, preventing conflicting transactions, and enhancing confidence in property documentation (Tafaghodi Zare, 2023). The law therefore should be interpreted as part of a broader transition from a dual practical system—one official and one informal—toward a more unified registration-centered structure. Such a transition is also consistent with cadastral reform, because a reliable cadastral system can function effectively only when transactions affecting registered rights are promptly reflected in authoritative databases (Nazari et al., 2024).

One of the most important features of the new regime is its effect on claims arising from unregistered legal acts. The law does not merely impose an administrative duty to register; it attaches procedural and legal consequences to non-registration. This has direct implications for the traditional action compelling execution of an official deed. Under the previous practical model, a purchaser holding an ordinary agreement could often approach the court precisely because the seller had failed to cooperate in registration. The new legislation seeks to prevent parties from bypassing the official system and later relying upon the courts to reconstruct and enforce informal transactions in the same manner as before. The resulting interpretive challenge is substantial. If the law were read as automatically extinguishing every private contractual consequence of a non-registered transaction, it could produce harsh results, particularly during transitional periods or where one party has fully performed and the other deliberately obstructs registration. If interpreted too narrowly, however, the legislation would fail to achieve its principal objective because parties could continue to rely on ordinary documents and use litigation as a substitute for timely registration.

The appropriate interpretation requires close attention to the distinction between invalidity, inadmissibility, non-opposability, and restricted judicial protection. These are different legal consequences. Invalidity means that the underlying legal act fails to produce its intended contractual effects. Inadmissibility concerns the court's ability to hear a particular claim. Non-opposability means that a transaction may operate between the parties but cannot prejudice third parties or contradict the official register. Restricted judicial protection may permit some claims, such as restitution or unjust enrichment, while preventing others aimed at enforcing the unregistered transfer. Comparative and domestic scholarship increasingly recognizes the need to identify the precise function performed by registration rather than assuming that all registration systems have the same legal effect (Najafi et al., 2024). The 2024 legislation should therefore be analyzed provision by provision to determine which consequence the legislature intended for each category of unregistered act. This approach is preferable to broadly labeling every unregistered transaction either completely valid or completely void.

The relationship between official registration and the expression of legal acts is also relevant. Abdali Hasanvand and colleagues emphasize that the legal system may differentiate between the expression of contractual consent and the formal requirements necessary for certain transactions to achieve complete legal effect (Abdali Hasanvand et al., 2024). This distinction helps explain how an agreement can be meaningful without yet possessing the full external status of a registered transfer. In Iranian real estate law, the expression of mutual consent may establish a contractual relationship, but the legal system may require additional public formalization before the purchaser can rely upon that relationship as registered ownership against the world. Such a model protects both contractual justice and third-party certainty. The challenge for the new compulsory-registration regime is to define the boundary clearly enough that parties know when private agreement remains relevant and when failure to register prevents enforcement of the intended transfer.

Electronic registration adds another layer to the legal transformation. The new system increasingly relies on electronic platforms through which transactions, property status, and contractual information can be recorded and verified. This technological development is not merely procedural. A functioning electronic registry can reduce opportunities for forged documentation, allow rapid verification of title, reveal encumbrances, and create a reliable chronological record of transactions. It also changes the justification for tolerating informal documents. Historically, one argument for flexibility was that official registration could be time-consuming, costly, geographically inaccessible, or administratively burdensome. As registration becomes more digital and integrated, the proportionality of mandatory registration becomes easier to defend because compliance can occur with lower transaction costs. Nazari's emphasis on integrated cadastral and registration infrastructure is therefore directly relevant to the success of compulsory formalization (Nazari et al., 2024). Mandatory registration can protect rights only if the registration system itself is accurate, accessible, efficient, and capable of reflecting legal changes without unreasonable delay.

The legal status of ordinary instruments should consequently be understood in a transitional and differentiated manner. Ordinary documents executed before the effective operation of new compulsory-registration mechanisms cannot necessarily be treated identically to instruments deliberately created in circumvention of a functioning mandatory electronic system. Principles of legal certainty and non-retroactivity require careful treatment of pre-existing transactions. Moreover, even under the new system, an ordinary document may remain relevant for purposes other than proving registered ownership. It may evidence payment, possession, negotiations, an obligation to cooperate, fraudulent conduct, or grounds for restitution. The privileged status of official documentation does not logically require courts to ignore all factual or contractual significance of private writings. Moradpour's comparative analysis shows that even legal systems strongly protective of official instruments must determine the precise circumstances in which other evidence may be considered without undermining the reliability of the official record (Moradpour et al., 2025). The central task is therefore not elimination of ordinary evidence but control of the legal effects that can be derived from it.

The new registration-centered model also changes the conceptual position of notary offices and the Registration Organization. These institutions should no longer be regarded merely as places where parties memorialize transactions already completed elsewhere. They increasingly function as gatekeepers of legally secure transfer. Verification of identity, authority, ownership, encumbrances, statutory restrictions, and property specifications becomes part of the transaction itself. Shahri's treatment of the Iranian registration system demonstrates that the authority of official documents depends precisely upon these institutional safeguards (Shahri, 2022). When those safeguards operate effectively, the official deed has a reliability that private writing cannot reproduce. This provides the strongest legal-policy justification for channeling real estate transactions into the official system.

The emerging Iranian regime can therefore be described as moving toward differentiated formalism. Contractual autonomy remains important, but the external proprietary consequences of real estate transactions increasingly depend upon official registration. The Civil Code continues to govern the formation and internal effects of contractual obligations, while registration legislation increasingly controls publicity, recognition, opposability, and access to particular judicial remedies. The proper interpretation of the 2024 legislation should preserve this functional allocation rather than allowing either body of law to absorb the other entirely. A coherent system should recognize lawful contractual expectations where appropriate while making clear that acquisition of secure and publicly opposable real estate rights requires timely official registration. Such an approach is compatible with both the contractual foundations of Iranian civil law and the institutional objectives of contemporary registration policy.

4. Judicial Enforcement of the Obligation to Execute an Official Deed: Conditions, Challenges, and Legal Consequences

The action compelling execution of an official deed has traditionally been one of the principal judicial mechanisms through which the purchaser of immovable property converts a contractual claim into formally recognized title. Its legal basis lies primarily in specific performance of contractual obligations. Where the seller has entered into a valid transaction and is required, expressly or implicitly, to cooperate in official transfer, refusal to appear before the competent authority constitutes non-performance. The purchaser may therefore seek a judgment requiring performance rather than accepting the seller's refusal as terminating the transaction. Iranian contract doctrine generally gives priority to performance of the agreed obligation where performance remains possible (Shahidi, 2014). This reflects the broader principle that damages are not necessarily a complete substitute for performance where the subject matter is specific and unique. Immovable property illustrates this point particularly clearly because a purchaser may have selected a particular property because of its location, use, economic value, family importance, or investment characteristics. Monetary compensation cannot always place the purchaser in the same position as formal acquisition of the agreed property.

The source of the obligation may be contractual, statutory, customary, or a combination of these. Where an agreement expressly states that the seller must attend a notary office on a specified date and execute the official transfer, the contractual source is straightforward. More difficult cases arise where the parties agree upon the sale but the written instrument does not expressly describe official registration. In such cases, the obligation can be inferred from the normal legal consequences of a real estate transaction. General contract law does not confine obligations to the literal text of the agreement; consequences arising from custom, the nature of the contract, and applicable legal rules may supplement the express terms (Katouzian, 2010). Sale is directed toward transferring the legally protected position associated with the subject matter, and where official registration is necessary to provide the purchaser with secure title, cooperation in registration is normally part of the seller's performance. Katouzian's analysis of sale supports the view that contractual duties must be interpreted in light of the economic and legal purpose of the transaction (Katouzian, 2007). Thus, a seller cannot plausibly argue that the duty ended with signing a private agreement where the legal environment requires further formal acts to establish the purchaser's recognized title.

For the action to succeed, the underlying contractual relationship must first be legally established. The court must determine that a transaction exists, that it is attributable to the parties, that the property is sufficiently identifiable, and that the agreement is not affected by a ground of invalidity. Where the purchaser relies on an ordinary instrument, questions of authenticity may arise. Prior to the stronger compulsory-registration regime, courts frequently examined signatures, witness evidence, payment records, possession, and surrounding circumstances to determine whether the document embodied a genuine transaction. Official instruments are generally less vulnerable to disputes concerning attribution because they are created through an authenticated process (Moradpour et al., 2025). The prevalence of authenticity disputes involving ordinary documents itself demonstrates why official registration has become an increasingly important policy objective. Nonetheless, where an ordinary agreement remains legally cognizable, the court must distinguish between a challenge to the existence of the agreement and the separate question whether the agreement has registrational effect.

The seller must also have the legal capacity and authority to transfer the property. A judgment cannot compel performance of an act that the defendant has no legal power to perform. If the defendant is not the registered owner, the court must examine the chain of transactions and determine whether the registered owner or other necessary parties must be joined. This issue is especially common where property has been transferred through several ordinary agreements without intermediate official registration. The final purchaser may have contracted only with the latest informal transferor even though the public register continues to identify an earlier owner. The contractual chain may establish obligations among the successive parties, but the final official transfer cannot ordinarily be completed without addressing the legal position of the registered titleholder. The distinction between contractual succession and registered ownership therefore becomes central. Jafari Langroudi's analysis of registration law underscores the significance of the registered owner as the person formally recognized within the property system (Jafari Langroudi, 1993). A well-structured action must consequently identify the persons whose participation is legally necessary to bridge the gap between the private transactional chain and the official register.

The purchaser's own obligations are equally relevant. Specific performance is an equitable and reciprocal form of contractual enforcement in the sense that a purchaser who has not paid the price or performed another due reciprocal obligation may be required to demonstrate performance, tender, or readiness to perform. Iranian contract law recognizes the interdependence of reciprocal obligations in bilateral contracts (Safaei, 2011). If the official transfer was contractually conditioned upon payment of the remaining price, the purchaser cannot ordinarily demand unconditional conveyance while refusing the corresponding payment. Courts therefore need to examine the payment schedule, contractual conditions, and any right of withholding available to either party. In appropriate cases, the judgment may coordinate simultaneous payment and execution of the deed. Such coordination preserves contractual reciprocity while preventing either party from exploiting formal transfer as leverage after the substantive bargain has already been concluded.

Mortgaged property presents one of the most difficult categories. A mortgage does not necessarily eliminate the mortgagor's ownership, but it limits the ability to undertake acts that prejudice the mortgagee's security. The purchaser's claim to official transfer must therefore be reconciled with the mortgagee's pre-existing right. A simplistic rule automatically rejecting every claim involving mortgaged property would give excessive effect to the security interest by allowing the seller to use the mortgage as a permanent excuse for non-performance. Conversely, ordering transfer in a manner that destroys or impairs the mortgagee's rights would violate third-party protection. The preferable approach is to determine whether transfer can occur subject to the mortgage, whether the seller is contractually required to discharge the mortgage, whether the mortgagee has consented, or whether performance can be structured so that the mortgagee's priority remains intact. This balancing approach is consistent with the general principle that contractual enforcement should proceed where legally possible without prejudicing superior third-party rights. The jurisprudential rule against harm reinforces the need to avoid transferring the cost of the seller's breach to an uninvolved secured creditor (Naraqi, 1996).

Attached or judicially seized property creates a related but distinct problem. Attachment is ordinarily imposed to protect the rights of a creditor or preserve property for enforcement. A later judgment compelling transfer cannot simply disregard the attachment because doing so could defeat the purpose of judicial enforcement. The timing of the sale agreement and the attachment becomes important, as does the nature of the purchaser's claimed right. If the purchaser's contractual right predates the attachment, difficult priority questions may arise; if the purported transfer occurred after attachment, the claimant's position may be substantially weaker. The registration system is especially important in such cases because it provides a mechanism through which restrictions can be made visible to prospective purchasers. Strengthening electronic registration and rapid recording of attachments therefore reduces disputes that would otherwise require complex ex post litigation. The policy of integrated registration emphasized by Nazari and colleagues has direct implications for protecting both purchasers and creditors in this context (Nazari et al., 2024).

Co-owned property also requires careful definition of the seller's authority. A co-owner may transfer the share legally belonging to that person but cannot ordinarily compel transfer of shares owned by others without authority. Where a contract purports to transfer the whole property but the seller owns only an undivided share, the court must determine whether the transaction can be enforced to the extent of the seller's ownership, whether the purchaser has a remedy for the deficiency, or whether the contract is affected more fundamentally. General property doctrine recognizes that a person's power of disposition is limited by the scope of the right actually held (Katouzian, 2002). Official registration helps expose such limitations because the registry should identify the registered shares. Nevertheless, errors, inheritance, incomplete registration, or informal transfers may complicate the factual picture, requiring the court to distinguish actual legal authority from contractual representations.

The seller's death does not normally extinguish a transferable contractual obligation. If a valid obligation to execute an official deed existed before death, it generally becomes relevant to the administration of the estate and may bind successors within the applicable rules governing inheritance and estate obligations. The procedural parties change, but the underlying transaction does not become nonexistent merely because the transferor has died. Classical jurisprudence recognizes continuity of financial obligations through the estate subject to the rules of succession and satisfaction of liabilities (Al-Muhaqqiq al-Hilli, 1987). Modern civil law likewise treats many contractual liabilities as surviving the debtor unless performance is strictly personal. An obligation to convey property is ordinarily not personal in that sense. The purchaser may therefore need to proceed against the heirs or estate representatives, while the court ensures that the decree is compatible with inheritance procedures and the registered status of the property.

Conflicting transactions constitute perhaps the strongest justification for formal registration. A seller may enter into one ordinary sale and later execute another transaction concerning the same property, producing competing claims. If neither transaction has been officially registered, courts may confront difficult evidentiary disputes regarding dates, authenticity, possession, payment, and knowledge. If one transaction has been officially registered, the conflict between private contractual rights and registered title becomes acute. The purpose of a public registration system is substantially undermined if a later registered acquirer can routinely be displaced by undisclosed private documents. Moradpour and colleagues emphasize that the privileged evidentiary status of official documents serves legal certainty and cannot be disregarded without undermining reliance on formal records (Moradpour et al., 2025). At the same time, fraudulent conduct should not be immunized merely because an official deed exists. The proper solution requires distinguishing good-faith reliance on the register from situations involving collusion, fraud, or legally cognizable defects in the official transfer. The registration regime must protect reliability without transforming formal documentation into an instrument for legitimizing bad-faith conduct.

The enforcement stage of a successful judgment is equally important. A decree compelling execution of an official deed would be ineffective if the seller could defeat it simply by continuing to refuse attendance at the notary office. The legal system therefore requires a substitute mechanism through which the judgment can be implemented. Where the obligated party refuses to sign, an authorized representative acting through judicial enforcement may complete the necessary formal act in accordance with the judgment. This mechanism illustrates an important principle of specific performance: judicial compulsion ultimately substitutes lawful authority for the debtor's withheld cooperation. Shahidi's analysis of the effects of obligations supports the broader proposition that a binding obligation should, where possible, be implemented in substance rather than reduced to a merely symbolic declaration (Shahidi, 2014). The effectiveness of this mechanism, however, depends upon the property being legally transferable and all necessary administrative prerequisites having been addressed.

Damages and contractual penalties may accompany the claim for official transfer. Parties frequently stipulate a fixed amount payable if the seller fails to appear at the notary office or delays transfer. The existence of such a clause raises the question whether the purchaser must choose between the contractual penalty and specific performance. The answer depends on interpretation of the clause. If the stipulated amount was intended as compensation for delay, it may be compatible with continued enforcement of the principal obligation. If the parties clearly intended the payment as an alternative performance or termination mechanism, the result may differ. General contract doctrine requires attention to the parties' intention and the function of the agreed penalty (Shahidi, 2009). Courts should therefore avoid assuming that every liquidated-damages clause eliminates the right to compel conveyance. In real estate transactions, such clauses are often included precisely to encourage timely attendance and may lose much of their function if interpreted as giving the seller an option to retain the property by paying the penalty.

The 2024 compulsory-registration legislation substantially changes the future operation of this judicial model. The traditional action was developed in an environment where courts frequently used ordinary agreements as the foundation for compelling official registration. The new law seeks to reduce precisely this dependence on informal transactions. Accordingly, courts must increasingly determine whether the transaction falls within the new mandatory system, whether applicable registration infrastructure was operational at the relevant time, whether transitional provisions preserve older claims, and whether the type of action sought remains cognizable. Tafaghodi Zare's analysis of the reform indicates that the legislation is designed to move real estate dealings toward registration at the transactional stage rather than relying upon later litigation to repair informal arrangements (Tafaghodi Zare, 2023). The judicial action will therefore likely evolve from a routine method of completing ordinary transactions into a more limited remedy available where registration was contemplated, where statutory requirements have been substantially followed, or where transitional and exceptional circumstances justify judicial intervention.

This transformation should not be interpreted as eliminating the judiciary's role. On the contrary, courts will remain essential in resolving disputes concerning authenticity, authority, fraud, refusal to cooperate, administrative error, inheritance, mortgages, attachments, and competing rights. What changes is the court's starting point. Instead of treating the private agreement as the sole axis of analysis, the court must examine the transaction within the integrated registration system. The appropriate judicial inquiry should include the validity of the underlying act, the registered status of the property, the seller's authority, statutory registration requirements, third-party rights, the purchaser's reciprocal performance, and the practical possibility of executing the decree. This integrated approach is consistent with the movement identified in recent scholarship from purely contractual analysis toward stronger institutional protection of formal real estate registration (Najafi et al., 2024). It also provides a more principled method for avoiding contradictory judgments because each case is evaluated through the same sequence of substantive, registrational, and third-party considerations.

The future effectiveness of the action for compulsory execution of an official deed will thus depend upon judicial willingness to distinguish legitimate contractual enforcement from attempts to circumvent mandatory registration. Where a seller has validly undertaken a registrable transaction and then obstructs completion, judicial compulsion remains consistent with contractual justice. Where parties deliberately avoid a mandatory registration system and later seek to obtain through litigation what the statute required them to register, unrestricted enforcement could undermine legislative policy. The law must therefore preserve a remedy against opportunistic refusal while refusing to recreate an informal shadow-registration system through judicial judgments. This balance represents the central challenge of the contemporary Iranian regime.

5. Evaluation of the Existing Framework and the Emerging Registration-Centered Model

The evolution of Iranian real estate law reflects a gradual movement from coexistence between formal registration and widespread informal contracting toward a system in which official registration is expected to become the dominant legal pathway for the creation and transfer of enforceable rights in immovable property. This transformation responds to genuine weaknesses in the earlier framework. The traditional system recognized the importance of registration through the Registration Act while simultaneously permitting ordinary agreements to retain considerable contractual significance. In individual disputes, this flexibility could protect a purchaser who had genuinely contracted, paid the price, and relied upon the seller's promise to transfer. At the systemic level, however, widespread reliance on ordinary instruments created informational fragmentation. The public register could identify one person as owner while the property had in practice passed through several private transactions. Creditors, subsequent purchasers, heirs, and public authorities could not necessarily determine the full legal history from official records. The resulting discrepancy between registered and transactional reality weakened the reliability of the registry. Jafari Langroudi's registration-law analysis makes clear that the effectiveness of a property registration system depends upon the ability of official records to provide dependable information regarding ownership and transfer (Jafari Langroudi, 1993). Where the public record consistently lags behind private dealings, the system cannot fully perform that function.

The strongest argument for the new registration-centered approach is therefore legal certainty. Property law differs from ordinary bilateral contract law because proprietary rights affect indefinite third parties. A person considering purchase of a property should, ideally, be able to investigate an authoritative record and determine who owns the property, what encumbrances exist, and whether legal restrictions affect transfer. Creditors likewise need reliable information when accepting property as security. Official registration reduces information costs by centralizing legally relevant data. Nazari and colleagues connect cadastral registration with improved transparency, accurate identification of parcels, and more reliable management of ownership information (Nazari et al., 2024). These benefits have economic consequences as well. Property with clear title is easier to mortgage, transfer, value, and incorporate into formal credit markets. Conversely, uncertain ownership raises transaction costs, increases litigation risk, and discourages investment.

Prevention of conflicting transactions provides a second major justification. Informal transactions create opportunities for repeated transfers because the seller may remain the registered owner after privately selling the property. A subsequent purchaser who checks the official record may therefore see no indication of the earlier transaction. If courts later give unrestricted priority to the earlier private agreement, the public register becomes unreliable; if they automatically protect the later registered purchaser, the earlier buyer may suffer severe injustice. The structural solution is not merely to develop increasingly complex priority rules after disputes arise, but to reduce the possibility of hidden transactions in the first place. Compulsory registration seeks to achieve this by requiring legally significant dealings to enter the public system promptly. Tafaghodi Zare identifies prevention of conflicting claims and reduction of real estate litigation as central advantages of mandatory official registration (Tafaghodi Zare, 2023). The reform is therefore preventive rather than merely remedial.

Protection of third parties is equally important. Classical contract doctrine ordinarily emphasizes relativity: contracts principally create rights and obligations between the parties. Property rights, however, operate beyond the contractual relationship. A private agreement between seller and purchaser may affect a mortgagee, attaching creditor, heir, tenant, subsequent purchaser, or other right holder. The law cannot fairly allow two parties to alter the legal position of outsiders through undisclosed arrangements without an adequate publicity mechanism. Official registration provides that mechanism. Moradpour's comparative study demonstrates that the privileged position of official documents is closely connected with the need to protect reliance and stabilize legal relationships beyond the original parties (Moradpour et al., 2025). This does not mean that every third party should prevail regardless of bad faith. Rather, the system should make good-faith reliance on the registry legally meaningful while preserving remedies against collusion, fraud, and abuse.

The jurisprudential foundations of the registration-centered model are also substantial. The principle of contractual autonomy does not require the legal system to treat all private acts as fully effective against third parties without publicity. Nor does the principle of validity prevent legislation from specifying formal conditions for particular external effects. The stronger jurisprudential argument focuses on preventing harm and maintaining orderly social relations. The circulation of hidden claims can harm purchasers, creditors, and the broader transactional system. Naraqi's treatment of jurisprudential maxims provides a basis for restricting the exercise of private rights where necessary to prevent legally significant harm (Naraqi, 1996). Rational practice likewise supports institutional mechanisms that reduce uncertainty. The historical forms of documentation may change, but the underlying rational need to establish reliable evidence of important financial relationships remains. The Qur'anic concern with documentation and avoidance of dispute reinforces this normative direction (Tabatabaei, 1996). Accordingly, the contemporary registration mandate can be justified without claiming that classical jurisprudence itself prescribed the precise architecture of the modern registry.

Nevertheless, strengthening official registration creates risks if implemented without adequate transitional safeguards. The most serious risk is disproportionate loss of rights by parties who entered into genuine transactions under a legal culture in which ordinary agreements were widely accepted. A sudden rule denying all judicial protection to existing informal purchasers could benefit opportunistic sellers who deliberately refuse registration after receiving consideration. Legal reform should not transform the registration system into a mechanism for unjust enrichment. Transitional provisions must therefore differentiate between transactions concluded before the effective operation of the new system and later transactions entered into after parties have reasonable access to mandatory registration mechanisms. The law should also preserve appropriate restitutionary and compensatory claims even where enforcement of the unregistered transfer itself is restricted. This distinction ensures that the objective of formalization does not produce incentives for deliberate breach.

Accessibility is another essential condition of legitimacy. Mandatory formalization is most defensible when the official process is affordable, efficient, geographically accessible, technologically reliable, and understandable to ordinary participants. If registration requires excessive cost or delay, informal transactions will persist despite statutory prohibition. The success of the new model therefore depends not only upon stronger sanctions but also upon administrative reform. Electronic systems must communicate effectively with cadastral databases, tax authorities, municipal bodies, judicial records, banking systems, and notary offices where legally appropriate. Registration officers must be able to verify ownership and encumbrances quickly. Citizens must have clear procedures for correcting errors and resolving discrepancies. Nazari's analysis of cadastral registration is important precisely because legal certainty depends upon the quality of the underlying information infrastructure (Nazari et al., 2024). A formally mandatory but operationally unreliable system could produce new disputes rather than eliminate existing ones.

The interaction between the Civil Code and registration legislation also requires greater doctrinal clarity. Courts and practitioners need a stable answer to the question whether non-registration affects validity, enforceability, admissibility, opposability, or some combination of these consequences. Ambiguous terminology can generate inconsistent decisions. If a transaction is described as "invalid," courts may assume that no contractual or restitutionary effects exist. If it is merely "inadmissible" for particular claims, other legal consequences may survive. If the transaction is valid inter partes but not opposable to third parties, the seller may still face contractual liability despite the purchaser's inability to defeat registered rights. Shahidi's work on contract formation demonstrates the analytical importance of separating defects affecting formation from consequences affecting performance or enforceability (Shahidi, 2012). The new legislation should therefore be interpreted in a manner that specifies the exact juridical consequence attached to each failure of registration.

A further challenge concerns the relationship between form and consent. Private law traditionally treats the parties' will as the core source of contractual obligation, while formalities serve additional functions such as evidence, deliberation, publicity, or consumer protection. Abdali Hasanvand and colleagues show that different legal systems may assign different roles to form in the expression and effectiveness of legal acts concerning real estate (Abdali Hasanvand et al., 2024). Iranian law should similarly distinguish between formalities constitutive of the legal act and formalities governing external effects. This distinction is especially important because the 2024 reform should not be interpreted through assumptions derived automatically from either traditional consensualism or foreign registration systems. The legal effect of registration must be determined from the structure and purposes of Iranian legislation itself.

Judicial consistency is another condition for successful reform. Historically, courts have not always adopted identical approaches to ordinary and official documents. Some decisions have emphasized contractual validity and specific performance, whereas others have given greater weight to the official register and statutory restrictions on unregistered instruments. The new law creates an opportunity to develop a more coherent model, but only if courts articulate clear criteria. The preferable model is neither unconditional enforcement of ordinary agreements nor mechanical rejection of every claim associated with an unregistered transaction. Courts should first determine the temporal applicability of the compulsory-registration regime, then identify the nature of the transaction, examine whether registration was legally required and practically available, assess the parties' conduct, identify third-party rights, and determine the precise remedy permitted by law. Such a structured approach would substantially reduce contradictory judgments.

The legal protection of good-faith third parties deserves especially clear treatment. A strong registration system should allow persons acting reasonably to rely upon registered information. If an officially registered purchaser who had no knowledge of a prior private agreement can easily lose the property to the earlier informal buyer, compulsory registration will not generate real confidence. Conversely, a person who knowingly participates in a fraudulent second transfer should not necessarily be protected merely because registration occurred first. The law should therefore distinguish good-faith reliance from collusive registration. Comparative analysis of official-document conflicts suggests that certainty and fairness need not be treated as mutually exclusive if the system specifies the evidentiary burden and consequences of bad faith carefully (Moradpour et al., 2025). A mature registration regime protects the register while also protecting it from fraudulent use.

The position of real estate professionals should also change under a registration-centered system. Brokers and intermediaries often operate at the point where parties first express agreement. If they prepare documents that effectively function as private transfers outside the official registration process, the reform's objectives may be undermined. Their role should increasingly involve facilitating entry into the formal system, verifying preliminary information, and directing parties toward legally compliant registration procedures rather than creating substitute documents that circulate independently of the registry. The same applies to digital platforms facilitating property transactions. Technological convenience should not recreate informality in electronic form. Instead, private platforms should, where legally authorized, interface with official systems in ways that preserve authentication and registration requirements.

The role of official deeds should consequently be understood as both evidentiary and organizational. Their value does not arise only from stronger proof in court. They form part of a larger architecture through which property rights become transparent and administratively usable. Shahri's analysis emphasizes the special legal status produced when a competent official prepares an instrument in compliance with statutory requirements (Shahri, 2022). This institutional origin explains why official deeds deserve greater legal confidence than privately created writings. Yet the credibility of official documents also depends upon integrity within the registration system. Errors, corruption, forged identity documents, unauthorized transactions, or inaccurate cadastral data can undermine formal reliability. Stronger official registration must therefore be accompanied by effective verification, professional accountability, cybersecurity, and accessible mechanisms for correction and challenge.

The emerging model should ultimately aim at integration rather than formalism for its own sake. Registration is valuable because it protects rights, not because form is intrinsically superior to substance. A successful system should make the official register correspond as closely as possible to actual legal relationships, encourage immediate registration of transactions, protect good-faith reliance, provide effective remedies against fraud, and prevent parties from exploiting technicalities to escape genuine obligations. The jurisprudential and civil-law traditions of Iranian law remain compatible with this objective because both place significant value on fulfillment of obligations, protection of property, prevention of harm, and stability of legal relations. The challenge is therefore institutional design: transforming those principles into a registration framework that is sufficiently reliable that parties no longer need to rely upon parallel informal practices.

6. Conclusion

The obligation to execute an official deed in Iranian real estate transactions is situated at the intersection of contract law, property law, registration law, procedural enforcement, and Imamiyyah jurisprudence. Its legal character cannot be adequately explained by treating official registration merely as an administrative formality, nor can it be understood by assuming that the private agreement alone exhausts the legal consequences of a property transaction. A valid real estate agreement may generate binding obligations between the parties, including the seller's duty to cooperate in completion of the official transfer. At the same time, immovable property has a public and third-party dimension that distinguishes it from many ordinary contractual relationships. Ownership of real estate affects creditors, heirs, mortgagees, subsequent purchasers, public authorities, and the functioning of the property market. Official registration therefore performs functions that transcend private agreement by publicizing ownership, identifying encumbrances, stabilizing title, facilitating reliance, and reducing the risk of inconsistent claims.

The jurisprudential foundations of mandatory registration are strongest when understood functionally rather than historically. Classical Islamic jurisprudence did not develop the contemporary cadastral and electronic registration system in its present institutional form, and modern legislation should not be attributed directly to rules formulated for a different legal environment. Nevertheless, the values underlying official registration are consistent with established jurisprudential principles. The binding character of lawful contracts supports compelling parties to perform the obligations necessary to complete agreed transactions. The principle of prevention of harm supports measures designed to reduce conflicting transfers, hidden claims, and loss suffered by innocent parties. Rational social practice supports the establishment of reliable institutional mechanisms for documenting ownership. Preservation of social order supports rules that prevent uncertainty in a field as economically and socially important as immovable property. The traditional emphasis on written documentation of financial relations further demonstrates that reliable recording and evidentiary certainty are compatible with the normative objectives of Islamic jurisprudence.

The central doctrinal distinction is between the validity of the underlying contractual relationship and the public effects of registration. Historically, Iranian law allowed ordinary documents to retain considerable contractual significance even where the corresponding transfer had not yet been officially registered. This approach made it possible for purchasers to compel sellers to execute official deeds and thereby complete transactions that had already been substantively concluded. The model provided flexibility and often protected genuine contractual expectations, but it also generated structural weaknesses. Properties could pass through multiple informal transfers while official records remained unchanged. The resulting gap between transactional reality and registered ownership complicated mortgages, attachments, inheritance, creditor claims, and later transfers. It also weakened the ability of purchasers and other third parties to rely confidently upon the public register.

The new compulsory-registration regime represents an effort to close that gap. Its broader objective is to move the point of legal formalization closer to the moment of transaction so that real estate transfers enter the official system before hidden chains of informal rights develop. This change should increase legal certainty, strengthen third-party protection, improve cadastral reliability, reduce conflicting claims, and lower the volume of litigation arising from ordinary documents. The reform is therefore not simply a change in evidentiary rules; it is a transition toward a registration-centered conception of real estate rights. Under that conception, private autonomy remains relevant to the creation of contractual commitments, but secure proprietary recognition increasingly depends upon compliance with the official registration framework.

This transition should not, however, be implemented through an indiscriminate equation of non-registration with absolute nullity. Invalidity, non-opposability, inadmissibility of a claim, restricted judicial protection, and lack of registered ownership are conceptually distinct consequences. The law should identify clearly which consequence applies in each situation. Such precision is particularly important for transactions concluded before full implementation of the new system and for cases in which one party has performed while the other obstructs registration. A registration regime designed to prevent fraud should not inadvertently reward a seller who accepts payment and later invokes formal non-compliance produced by that seller's own refusal. Transitional justice and protection against opportunism therefore require preservation of suitable remedies even where direct enforcement of an unregistered transfer is restricted.

The action for compulsory execution of an official deed will remain important, although its role is likely to change. In the traditional system, the action frequently functioned as a mechanism for converting an informal transaction into registered title after the parties had already completed much of the transaction privately. Under the emerging registration-centered model, courts should be less willing to function as substitutes for a registration process that parties were legally required and practically able to use. Judicial intervention should instead focus on cases in which a party obstructs a lawful registration process, where administrative or factual complications prevent completion, where transitional rules preserve earlier rights, or where disputes concerning authority, encumbrances, inheritance, fraud, or competing claims require adjudication. In this sense, the remedy should evolve from a routine corrective mechanism for informal transactions into a targeted means of enforcing compliance with the formal system.

Judicial analysis should also become more systematic. In every claim seeking compulsory transfer, the court should distinguish the validity of the underlying transaction from the registered status of the property and from the rights of outsiders. It should identify the person formally entitled to transfer, determine whether the purchaser has performed reciprocal obligations, examine mortgages and attachments, establish whether the property is legally transferable, and assess the applicability of compulsory-registration rules. Where several ordinary transfers exist, the court should not treat the final purchaser's contract in isolation from the registered chain of title. Where a mortgage or attachment exists, enforcement should preserve the rights for whose benefit those restrictions were established. Where a subsequent registered acquirer has relied in good faith upon the official record, the stability of the registration system must receive substantial protection. At the same time, registration should not shield collusion or fraudulent conduct.

The effectiveness of mandatory registration ultimately depends upon the quality of the registration system itself. Legal sanctions alone cannot eliminate informal transactions if formal registration remains slow, expensive, inaccessible, or technically unreliable. The reform must therefore be accompanied by integrated cadastral records, reliable electronic platforms, accurate identification of property and ownership, prompt recording of mortgages and attachments, secure authentication of parties, efficient cooperation between notary offices and registration authorities, and simple procedures for correcting errors. Citizens must be able to determine with reasonable confidence whether a property is transferable and what legal restrictions affect it before committing substantial resources to a transaction. A compulsory system gains legitimacy when compliance is easier and safer than avoidance.

The relationship between the Civil Code and registration legislation should likewise be clarified through consistent interpretation and, where necessary, legislative refinement. Contract law should continue to govern the validity and internal obligations created by private agreements, while registration law should determine the public status and opposability of rights in immovable property. These functions overlap but need not conflict. Contractual autonomy can coexist with mandatory registration if the legal system distinguishes between the parties' ability to create obligations and their ability to create rights effective against the public and third parties without complying with statutory publicity requirements. Such a distinction allows Iranian law to preserve the doctrinal foundations of private law while strengthening the institutional security of real estate transactions.

Accordingly, the preferable legal model is neither absolute contractualism nor absolute formalism. Absolute contractualism would allow private documents to undermine the reliability of the public register and expose third parties to undiscoverable risks. Absolute formalism could disregard genuine transactions, facilitate unjust enrichment, and produce disproportionate hardship where registration has failed for reasons not attributable to the claimant. A balanced registration-centered model recognizes contractual obligations but conditions full proprietary effectiveness and third-party opposability upon official registration. It gives the official register a genuinely authoritative role while preserving narrowly defined remedies against breach, fraud, administrative failure, and transitional injustice.

The movement toward compulsory official registration should therefore be regarded as a substantive restructuring of Iranian real estate law rather than a mere change in documentary form. Its success will depend on doctrinal clarity, judicial consistency, administrative capacity, effective electronic infrastructure, and careful protection of both contractual rights and third-party reliance. If these elements are coordinated, the obligation to execute an official deed can serve not only as a remedy for individual purchasers but also as part of a coherent system for stabilizing ownership, reducing real estate disputes, preventing conflicting transactions, and strengthening legal and economic security in Iran.

Authors' Contributions

Authors contributed equally to this article.

Declaration

In order to correct and improve the academic writing of our paper, we have used the language model ChatGPT.

Transparency Statement

Data are available for research purposes upon reasonable request to the corresponding author.

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References

Abdali Hasanvand, M., Mousavi, S. E., Ghazanfari, H., & Ahmadi, F. (2024). Expression of Legal Acts in Real Estate Transactions in Iranian and English Law. *Comparative Research in Fiqh, Law and Politics*, *6*(3), 221-238.

Al-Muhaqqiq al-Hilli, J. f. i. H. (1987). *Shara'i al-Islam fi Masa'il al-Halal wa al-Haram*. Isma'iliyan Institute.

Al-Tabari, M. i. J. (1999). *Jami' al-Bayan 'an Ta'wil Ay al-Qur'an* (Vol. 5). Dar Hajr.

Ansari, M. (1994). *Al-Makasib*. World Congress Commemorating Shaykh al-A'zam Ansari.

Ansari, M. i. M. A. (1994). *Fara'id al-Usul*. Majma' al-Fikr al-Islami.

Emami, S. H. (1996). *Civil Law, Volume 1*. Eslamiyeh Publications.

Jafari Langroudi, M. J. (1993). *Real Estate Registration Law*. Ganj-e Danesh.

Katouzian, N. (2002). *Introductory Course in Civil Law: Property and Ownership*. Mizan Publishing.

Katouzian, N. (2007). *Specific Contracts, Volume 1: Sale and Lease*. Enteshar Joint Stock Company.

Katouzian, N. (2010). *General Rules of Contracts, Volume 1*. Enteshar Joint Stock Company.

Khomeini, R. (2000). *Tahrir al-Wasilah*. Institute for Compilation and Publication of Imam Khomeini's Works.

Moradpour, M., Khajehzadeh, A., & Hasani, A. (2025). A Comparative Study of the Conditions and Effects of Conflict between Official Documents and Other Evidence in Iranian and French Law. *Comparative Research in Fiqh, Law and Politics*, *7*(4), 1-19.

Najafi, A. A., Al-Buyeh, A., & Moradi, H. (2024). A Comparative Study of the Nature of Registration and Causes of Transfer of Ownership of Immovable Property in Islamic Jurisprudence, Iranian Law, and U.S. Law. *Comparative Research in Fiqh, Law and Politics*, *6*(2), 1-27.

Najafi, M. H. (1983). *Jawahir al-Kalam fi Sharh Shara'i al-Islam*. Dar Ihya al-Turath al-Arabi.

Naraqi, A. (1996). *Awa'id al-Ayyam fi Bayan Qawa'id al-Ahkam wa Muhimmat Masa'il al-Halal wa al-Haram*. Islamic Propagation Office.

Nazari, H., Doroudian, M., & Dashti, A. (2024). An Appropriate Legal System for the Real Estate Registration Organization in

Iran with Emphasis on Cadastral Registration. *Comparative Research in Fiqh, Law and Politics*, *6*(5), 218-235.
Safaei, S. H. (2011). *General Rules of Contracts*. Mizan.
Shahid al-Thani, Z. a.-D. i. A. (1992). *Masalik al-Afham ila Tanqih Shara'i al-Islam*. Mu'assasat al-Ma'arif al-Islamiyyah.
Shahidi, M. (2009). *Works Related to Obligations and Transfer in Civil Law*.
Shahidi, M. (2012). *Civil Law: Formation of Contracts and Obligations*. Majd.
Shahidi, M. (2014). *Effects of Contracts and Obligations*. Majd.
Shahri, G. (2022). *Law of Registration of Documents and Properties*. Allameh Tabataba'i University Branch.
Tabatabaei, S. M. H. (1996). *Al-Mizan fi Tafsir al-Qur'an* (Vol. 2). Islamic Publishing Office of the Society of Seminary Teachers of Qom.
Tafaghodi Zare, S. (2023). A Review of the Law Requiring Official Registration of Immovable Property Transactions. *Comparative Research in Fiqh, Law and Politics*, *5*(4), 161-171.