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The Impact of Climate Change on Property Rights and Civil Liability

Davood. Malekpour Jarghooyeh[1], Pouria. Razi[2*], Jamshid. Asgar Ramaki[3]

[1] Department of Law, Ki.C., Islamic Azad University, Kish, Iran
[2] Department of Law, BA.C., Islamic Azad University, Hormozgan, Iran
[3] Department of Law, VaP.C., Islamic Azad University, Tehran, Iran

*** Corresponding author email address**: Pouria.razi@iau.ac.ir

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EDITOR:
Asghar Jafari
Associate Professor, Department of Psychology, Kashan University, Iran. Email: as_jafari@sbu.ac.ir
REVIEWER 1:
Asghar Jafari
Associate Professor, Department of Psychology, Kashan University, Iran. Email: as_jafari@sbu.ac.ir
REVIEWER 2:
Asghar Jafari
Associate Professor, Department of Psychology, Kashan University, Iran. Email: as_jafari@sbu.ac.ir

1. Round 1

1.1. Reviewer 1

Reviewer:

In the third paragraph of the Introduction, the statement, “If an industrial company causes an environmental disaster through pollution, affected persons may seek compensation from that company,” is too simplified for a study whose central contribution concerns complex climate causation. The sentence risks conflating conventional localized pollution with climate-related harm, which is characteristically cumulative, temporally dispersed, and attributable to multiple actors. The authors should revise this example to distinguish ordinary environmental torts from climate torts. A more rigorous formulation would explain that direct pollution cases may involve relatively identifiable sources and victims, whereas climate claims require attribution across aggregate emissions, intervening variables, and long causal chains. This distinction would strengthen the manuscript's later argument that classical tort causation is inadequate for climate-related damage.

In the fourth paragraph of the Introduction, the sentence, “If, for example, a contract for the supply of raw materials is disrupted because of climate change, the parties may seek compensation or modification of contractual terms,” introduces contract law but the manuscript does not subsequently develop contractual doctrines with sufficient depth. The authors should either substantially expand the contractual dimension or narrow the paper's title and scope to property rights and civil liability. If contract law is retained, the manuscript should examine force majeure, hardship, frustration/impossibility, foreseeability, risk allocation clauses, change-in-law clauses, climate representations and warranties, and duties to mitigate. It should also distinguish between extreme weather events that may qualify as external supervening events and foreseeable climate risks that sophisticated parties may be expected to allocate contractually. Otherwise, this discussion appears tangential to the manuscript's principal doctrinal architecture.

In the paragraph beginning, “From a legal perspective, these developments raise important questions regarding governmental responsibility for managing climate risks and protecting citizens’ property,” the reference to European flood-risk

regulation is useful comparatively but insufficiently integrated into the Iranian legal analysis. The authors should explain the comparative method being used. Is the European framework introduced as a model of climate-adaptive regulation, as persuasive comparative law, or merely as an illustration? The manuscript should avoid isolated foreign examples unless their doctrinal relevance is explicitly articulated. A more systematic comparison could examine how selected jurisdictions reconcile flood-risk zoning with compensation, legitimate expectations, property protection, and proportionality, and then identify which elements could plausibly inform Iranian administrative and constitutional law.

In the paragraph on managed retreat, the sentence, "Some countries have considered implementing policies of 'managed retreat' from high-risk areas," introduces a particularly important concept that deserves much deeper analysis because it sits precisely at the intersection of climate adaptation and property rights. The authors should distinguish voluntary buyouts, compulsory acquisition, rolling easements, development prohibitions, zoning restrictions, and post-disaster relocation. Each instrument has different implications for compensation, procedural fairness, legitimate expectations, and distributive justice. The manuscript should also discuss whether managed retreat should be understood as expropriation, regulation, disaster-risk management, or a hybrid legal instrument. This discussion would substantially strengthen the paper's argument concerning function-oriented or ecological property.

In the paragraph beginning, "Climate change has also created new challenges in contract law," the treatment of force majeure should be made more doctrinally precise. The sentence, "courts may reason that because certain climate-related effects are foreseeable, the parties should have accounted for those risks," correctly identifies foreseeability as important, but foreseeability alone does not necessarily determine whether force majeure applies. The authors should distinguish foreseeability from avoidability, externality, impossibility, causation, contractual allocation of risk, and mitigation obligations. If Iranian contract law is part of the analysis, the authors should also explain how domestic doctrines concerning force majeure, impossibility of performance, hardship, or unforeseen circumstances interact with climate risks, rather than relying primarily on comparative scholarship.

In the paragraph discussing Urgenda Foundation v. State of the Netherlands, the sentence, "The Court reasoned that, under its human-rights obligations, the State was required to protect citizens against risks associated with climate change," should be expanded to prevent doctrinal overgeneralization. The authors should identify the legal basis relied upon by the Dutch courts, particularly the relevance of Articles 2 and 8 of the European Convention on Human Rights, the minimum reduction obligation imposed, and the distinctive public-law/human-rights nature of the case. Urgenda should not be presented as a straightforward civil-compensation precedent because its principal remedy was injunctive and directed toward mitigation obligations. The manuscript should clearly differentiate strategic climate litigation seeking regulatory action from private-law actions seeking damages.

In the paragraph stating that climate liability may develop toward "collective liability or liability based on a party's contribution to the creation of risk," the manuscript needs a more rigorous typology of alternative causation doctrines. The authors should distinguish market-share liability, proportionate liability, material contribution to risk, substantial-factor causation, loss of chance, enterprise liability, concerted-action liability, and probabilistic causation. These doctrines are not interchangeable and have emerged under different factual and doctrinal conditions. The article's proposed notion of "proportionate liability" will be much more persuasive if the authors specify the doctrinal model they endorse, explain how the defendant's share would be quantified, identify the evidentiary threshold for attribution, and clarify whether liability would be several, joint and several, or proportionate to emissions or contribution to increased risk.

Authors revised the manuscript and uploaded the document.

1.2. Reviewer 2

Reviewer:

In the paragraph beginning, "The unknown and ambiguous aspects of this research encompass several key dimensions," the discussion is framed in the language of empirical research variables rather than doctrinal legal methodology. Terms such as "variables," "independent variable," and "parameters" are used repeatedly later in the Introduction, yet the study is described

as qualitative, descriptive–analytical, library-based, and jurisprudential. The authors should remove or substantially revise this positivist/empirical vocabulary unless an actual empirical design is present. In a doctrinal legal study, it would be more appropriate to refer to "analytical dimensions," "legal categories," "doctrinal questions," or "normative components." The current formulation creates methodological inconsistency by suggesting a variable-based research design that is not actually operationalized through measurement, sampling, hypothesis testing, or statistical analysis.

In the paragraph beginning, "In this study, the independent variable of climate change includes rising temperature as a key parameter," the methodological problem becomes particularly pronounced. Climate change should not be presented as an "independent variable" unless the article actually employs a causal empirical design. Moreover, the sentence, "The study should examine which ownership rights have been impaired by temperature changes occurring over recent years," requires a clearer doctrinal mechanism connecting climatic indicators to specific legal incidents of ownership. The authors should instead identify legally relevant climate stressors—such as sea-level rise, subsidence, drought-induced land-use restrictions, floodplain regulation, and water scarcity—and then analyze their effects on particular incidents of property, including possession, use, exclusion, transfer, development, and economic exploitation. Such an approach would align the methodology with the legal issues actually examined.

In the paragraph discussing irregular and intense precipitation, the statement that "earthquakes and floods occurring in recent years have deprived many people of their property rights" should be corrected conceptually. Earthquakes are not generally attributable to climate change, and including them alongside drought and floods undermines the scientific precision of the article. The authors should remove earthquakes from the climate-change causal framework unless they are discussing a specific secondary mechanism for which robust scientific evidence exists. In addition, the paragraph should distinguish destruction of property from deprivation of a legal property right: physical destruction of an asset does not necessarily extinguish title, while legal deprivation concerns the loss or restriction of legally protected incidents of ownership. This distinction is central to the manuscript and should be consistently maintained throughout.

In the section "Definition and Indicators of Climate Change," the paragraph quoting Article 1 of the United Nations Framework Convention on Climate Change is useful, but the legal significance of the definition should be developed further. The manuscript should distinguish the UNFCCC treaty definition of "climate change," which emphasizes anthropogenic alteration beyond natural variability, from broader scientific usage in which climate change can include natural and anthropogenic drivers. This distinction matters because the article later discusses causation and liability, where attribution to human activity is legally critical. The authors should explicitly explain whether the manuscript adopts the UNFCCC legal definition for purposes of responsibility and liability analysis, the IPCC scientific definition for physical-climate assessment, or a combined analytical approach.

In the paragraph on the Paris Agreement, particularly the sentence stating that Article 2 establishes the objective of limiting warming to "below 2°C" and pursuing "1.5°C," the authors should connect these temperature goals more directly to the private-law analysis. At present, the treaty discussion remains descriptive. The manuscript would be strengthened by explaining whether and how international climate commitments can influence domestic standards of reasonable conduct, foreseeability, duties of care, regulatory proportionality, and governmental liability. The authors should be careful not to imply that Paris Agreement temperature goals automatically create directly enforceable private-law duties. Instead, they should discuss their potential interpretive relevance in establishing knowledge of risk, expected standards of governmental action, or the normative context within which domestic courts assess reasonableness.

In the paragraph stating, "At the national level, many countries have established legal and policy frameworks for monitoring climate-change indicators," the discussion of Iranian law is too general and should be supported by a more systematic legal mapping. The authors mention the Environmental Protection and Enhancement Act of 1974 and the General Environmental Policies of 2015, but do not explain their legal status, enforceability, competent implementing institutions, or relationship to property and civil liability. The revised manuscript should identify which provisions directly authorize environmental restrictions, impose duties on public authorities, regulate natural resources, or provide remedies for environmental harm. A table summarizing the constitutional provisions, civil-law rules, environmental statutes, water legislation, land-acquisition legislation, and administrative-law mechanisms relevant to climate-related property restrictions would materially improve analytical clarity.

Authors revised the manuscript and uploaded the document.

2. Revised

Editor's decision: Accepted.
Editor in Chief's decision: Accepted.