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# A comparative look at the validity of contracts in German and Iranian law

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## ABSTRACT

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A contract is a binding agreement that specifies the rights and obligations of the parties. Nowadays, due to the expansion of the volume of commercial exchanges, contracts have gained special importance in such a way that neglecting them causes economic, political and social chaos in the society. Therefore, the legislator supported the agreements between the parties and placed the principle on the authenticity of the contracts. Considering the importance of the subject, this article has discussed the validity of contracts in the legal systems of Iran and Germany by using the descriptive-analytical method in a comparative manner. First, the validity of contracts was discussed in German law and then in Iranian law. As a result, it was found that the conditions of validity of contracts and the validity of these legal acts in the studied legal systems are very similar to each other. In fact, in both legal systems, the capacity of the parties, their will and legality for the transaction are the conditions for the authenticity and validity of the contracts

## **1. Introduction**

Nowadays, with the expansion of the volume of exchanges and commercial transactions, the subject of contracts has gained special importance. For this reason, many researches have been done in this field. In law, any binding agreement that has legal effects is called a contract. Contracts have numerous and countless legal issues and works. The arrangement of the contract will have a significant effect on ordering and organizing the financial and non-financial relations between people. The importance of the contract is so significant that it can be said, its non-regulation will cause many economic, social and political chaos. Since contracts have two parties and each of the parties has decided to conclude a contract based on assumptions and calculations, they must adhere to their commitment, and failure to adhere to the commitments on the part of the parties will result in damages. Therefore, the topic of the validity of contracts is doubly important, and different legal systems and judicial systems have established several concepts and principles such as the principle of the necessity of contracts, the necessity of keeping promises, the principle of the sanctity and obligation of contracts, due to this special importance binding contracts etc. (Mousavi et al., 2022).

In this regard, many questions such as: What is the validity of contracts and when is a contract valid? What factors depend on the validity of contracts? And the like comes to mind. In this article, an attempt has been made to answer the questions raised and such questions by using the descriptive-analytical method and in a comparative manner between the commercial laws of Germany and Iran. In the German Civil Code, Articles 138, 134, 104, 105, 106, 107, 113, 276, etc., and in the Iranian Civil Code, Articles 190, 219, etc., deal with this issue, which will be explained in detail in the main text of the article. The method of collecting materials and data is documentary and library, and the subject of validity of contracts in German law is taken from the book *The German Law of Contract* by Sir Basil Markesinis. It has also been tried to combine the findings and data in such a way that the reader can be sure of the correctness and accuracy of the results.

## **2. Validity of contracts in German law**

In this section, the validity of a contract in the German legal system will be discussed. In general, German law provides a wide range of detailed mechanisms for monitoring the content of a contract. In addition, the good faith of the parties to conclude the contract has provided the opportunity for the courts to find out the true intentions of the parties in certain circumstances. It should be noted that the rules and principles discussed in this section are stated with the premise that the contract formation process has been completed and the content of the contract is in accordance with German laws. The validity of contracts can be raised in different ways; One of the ways to analyze the content is to examine it from the point of view of contractual justice (procedural and substantive). Defects in the contract process are usually recognized as one of the problems of contractual (procedural) justice. Based on this, a number of procedural standards have been set that the parties must adhere to in addition to reaching an agreement through offer and acceptance. Contractual justice (substantive) is at the theoretical level and is independent of the issues raised in the contract process (procedural); This type of argument tries to measure the fairness of the final outcome of the contract. To put it better, contractual justice pays attention to the process of forming the contract from a procedural point of view, and contractual justice is a theoretical theory from a substantive point of view that pays attention to the result of the contract and its fairness. At the same time, contractual justice does not recognize the general and standard process of forming a contract under the condition of being complicated as a sufficient reason to discard (invalidate) the contract; However, onerous terms in the contract may lead to the invalidity of the entire contract (Markesinis, 2006).

The rules related to mistakes, reluctance, deception, coercion, etc. in contracts are under the provisions related to contractual justice at the procedural level. In addition, a new form of contract formation standards has been established in the Consumer Protection Act. This case is also specified in Article 138 of the German Civil Code as follows: "1- A legal transaction that violates

chastity is void, and 2- In particular, a legal transaction is void by which someone takes advantage of an inappropriate situation, inexperience, Significant weakness of another's will, to make promises to himself or a third party in exchange for a service that are clearly disproportionate to the service".

Finally, in addition to creating problems in contractual justice at both procedural and substantive levels that oversee the process of forming the contract and the fair outcome of the contract, another case causes the contract to be invalidated and invalidated. According to Article 134 of the German Civil Code: "A legal transaction that violates a legal prohibition is void unless the law provides otherwise." In addition, it can be found carefully in the first paragraph of Article 138 of the aforementioned law that the violation of good morals and chastity in the contract will invalidate the contract. Of course, it should be noted that the invalidation of the contract can be imagined in two ways: firstly, the contract is generally invalid and secondly, the defect in the contract is procedural or substantive in such a way that it only gives the right of termination to one of the parties. It should be noted that in this case, the person who has the right to cancel can not use his right to cancel and not disrupt the transaction. Of course, it should be emphasized that the reality is more complicated than what was stated. For example, capacity rules void the contract and render the contract void, but in some cases keep the contract in abeyance to allow the legal representative to decide whether to give his consent and make the contract valid.

Now, regarding the validity of contracts, the question comes to mind that if, for example, "A" in New York sends an offer to "B" in Germany through mail or email, and then withdraws this offer before "B" accepts it, does the sent offer Does it create an obligation for the parties or not? In response, it should be said that under the laws of Germany, there is a reasonable period of two weeks that if "B" does not reject the offer during this period and "A" does not withdraw the offer during this period, and after two weeks have passed withdraws the offer, "B" can claim that failure to reject the offer within two weeks means the final review of the financial situation to accept the offer and "A" will either be required to enter into a contract or be required to pay possible damages if approved by the competent court. ; But under the laws of New York, until "B" accepts the offer, no matter how much time has passed, "A" can withdraw his offer and will not have any obligation (Lorenzen, 1921).

### **2.1. Lack of capacity of the parties to conclude a contract**

Every contractual relationship consists of two declarations of intent by the parties: offer and acceptance. The declaration of intention is the core that determines the fate of the contract. The starting point of German civil law is the assumption that every person has the necessary capacity to enter into contractual relations and can have sufficient intention to conclude a contract. This general principle can be examined from three aspects. First: Civil law specifies degrees for different age groups. Only children under the age of seven generally lack contractual capacity (paragraph 1 of Article 104 of the German Civil Code). Children between the ages of seven and eighteen are at least in some respects free as capable of forming a will, while no restrictions apply to individuals after reaching the age of eighteen.

It should be noted that in German law, from the age of seven to the age of eighteen (Article 106 of the Civil Code: "A minor who has reached the age of seven is limited in terms of legal capacity in accordance with Articles 107 to 113"), children are subject to the relevant laws. are to minors. As is the case with children under the age of seven, parents are legally empowered to represent the child and enter into contracts on behalf of the minor as "agent". However, German law also recognizes the partial capacity of minors to exercise free will. Therefore, under certain conditions, minors can validly conclude contracts; So that if the transaction or legal contract in question does not have any legal damage, it will be valid. This special condition, according to Article 107 of the Civil Code, will be the consent of the minor's legal representative. Also, according to Article 108 of the aforementioned law: "1- If a minor concludes a contract without the necessary consent of a legal representative, the validity of the contract depends on the permission of the representative." 2- If the other party requests the representative to declare the confirmation, the declaration can only be made for him. Any approval or denial of approval communicated to the minor prior to the

request shall be null and void. Approval can be announced only up to two weeks after receiving the application. If not explained, it is rejected. 3- If the minor has acquired unlimited legal capacity, his approval replaces the representative's approval.

Finally, despite these very detailed and sensitive laws for the protection of minors, not all legal aspects related to minors are laid down in the German civil law, and it is perhaps appropriate that one of these gaps in the civil law, the absence of laws, is shown. To be The protection of minors in extradition law, in particular, the legal implications of providing luxury services to minors has raised a number of interesting questions, how German civil law has been silent on this matter and this legal gap has not been filled for years.

Secondly and thirdly: the civil law distinguishes between people who do not have the capacity to exercise free will due to a long history of mental illness and people who lack capacity due to a temporary mental disorder or due to anesthesia (paragraph 2 of article 104). German Civil Code). However, in all these cases, the declaration of intention according to Article 105 of the aforementioned law (1- Declaration of intention by a person without legal capacity is invalid. 2- Declaration of intention in the state of anesthesia or temporary disturbance of mental activity is also invalid.) English law on mental incapacity gives the court wide powers where the property of a disabled person is subject to the control of the court under Part VII of the Mental Health Act 1983. In order to avoid a legal vacuum, the legislator should design a mechanism to represent those who are unable to form their own will or provide procedures that lead to the appointment of representatives for them (Markesinis, 2006).

But it should be kept in mind that the procedural or substantive defects of the contract must be really significant to invalidate the actions of a particular person due to lack of capacity. That is, the procedural or substantive defect is significant enough to completely negate the independent decision-making capacity. This point is not only in favor of the strength of the contracts (because easily, a contract that does not have defects cannot be revoked), but also in the interest of the concerned person. In terms of character and human behavior, considering someone as unworthy means denying his personality and ability to determine his own destiny; This harsh sentence should be reserved for clear and severe cases. In practice, this rarely happens without hearing an expert opinion in court where the validity of the legal transaction is at issue.

## **2.2. Illegality of the contract**

Article 134 of the German Civil Code invalidates any contract that violates a legal prohibition. Therefore, the concept of "statutory prohibition" is accepted in the approach to illegal contracts in German law. Of course, it should be noted that the term legal prohibition should not be confused with legal strictness or strict law; Because the expression of legal precision means scrutiny of the law to achieve justice and the expression of strict law is used to protect the law and the government from all sections of the society in equal proportion. For example, in the third paragraph of Article 276 of the Civil Code, it is stated: "The debtor cannot be released before the responsibility of his intentional act is removed", which exclusively acts negatively, but this article is placed in the category of strict laws and not the category of prohibited laws.

The purpose of statutory prohibition is not to directly prohibit certain types of contracts, but rather to prohibit certain behaviors or to prevent certain events from occurring in contracts. Of course, it should be noted that in such cases it is not necessary to invalidate the contract; Sometimes another punishment may be sufficient (eg a fine). For example: in Germany, sales in shops are prohibited during certain hours (for example, after 8 pm) or on Sundays. The sales contract concluded during the prohibited days is against the law. However, such transactions do not require voiding because the consequence would be clearly too severe, in which case alternative penalties would apply.

In such cases and to check the legality or illegality of the contracts, the interpretation method used by the German courts is the method that is generally used in the judicial system of this country to interpret the laws, and it is done briefly in four steps. First, the text of the statute is analyzed (grammatical or semantic interpretation). Secondly, the place of the norm in question in the entire legal system is discussed (systematic interpretation: for example, is it a norm related to private law? How is the term in question used elsewhere in the law? and ...). Thirdly, research to discover

the historical intention of the legislator for legislation (historical or subjective interpretation). Finally, it is asked what is the objective goal of the ruling in question (teleological interpretation)? After examining these four stages, the court considers the result of the interpretation of the law in question and makes a decision regarding the legality or illegality of the concluded contract. In analyzing the purpose of a legal prohibition, it is not difficult to determine whether the prohibition prohibits a particular conduct because of the content of the legal transaction in question, its purpose, or merely the manner in which it is performed (Markesinis, 2006).

### **3. Validity of contracts in Iranian law**

In the civil law, the legislator has supported the contracts between individuals and placed the principle on their authenticity. Therefore, it can be said that the validity of the contract does not need to be proven. In other words, a person who claims that a contract is null and void must prove his claim. Giving legal validity to a contract makes the contract enjoy the support of the legislator and legal effects. In Article 10 of the Civil Law, the legislator has stated in this regard: "Private contracts are valid for those who have concluded them, if they are not explicitly contrary to the law", and in Article 219 of the said law, it has been stipulated: "Contracts which according to the law is established, it is binding between the parties and their representative, unless it is dismissed by the consent of the parties or terminated for a legal reason.

Carefully in articles 10 and 219 of the civil law, we can see that the key word of these provisions is the legality of contracts. All contracts are correct, valid and have legal effects if they meet the basic conditions. These conditions are specified in Article 190 of the Civil Law and the legislator mentioned them as the basic conditions for the validity of contracts. All contracts must comply with the conditions mentioned in this article. Failure to comply with these conditions is also a guarantee of invalidity or non-influence of the agreement between the parties. According to Article 190 of the said law: "The following conditions are essential for the authenticity of any transaction: 1- The intention of the parties and their consent; 2- Qualification of the parties; 3- The specific subject to be traded and 4- Legitimacy for the transaction. In other words, a contract that meets the four conditions mentioned in the last mentioned article will be valid in Iran's legal system. In the following, the four mentioned conditions will be examined.

#### **3.1. The intention and consent of the parties**

The intention of the parties and their satisfaction is one of the basic conditions for the authenticity of the transaction and the validity of the contract. In Article 191 of the Civil Code, the legislator has specified in this regard: "A contract is realized with the intention of composition, provided that it is compatible with something that indicates the intention". The intention and consent of the parties is called the will of the parties to conclude the contract. Will in contracts is one of the legal terms and it means the intention to create a contract. The principle of free will in contracts is a requirement for human dignity and freedom, which God has given to him. This will and intention must be expressed in some way and its mere presence in the mind of the parties is not enough. The parties to the contract must agree on the type of contract, the nature of the contract, the transaction and some of its important features and express this agreement. Of course, it should be noted that based on the analysis of mental states and its different stages based on legal regulations, two separate internal states are known for will or desire. One is the intention and the other is the intention, which is interpreted as the intention of composition.

Contract or transaction is a type of voluntary social action that mutually satisfies the material or spiritual needs of humans. The voluntary attribute expresses the main origin of the contract, that is, human will, and the social attribute shows the necessity of the presence of the law for the realization and validity of the contract. The result of this description is the rule of will in the contract in the framework of the law. The rule of will is the main rule in the contract and in general in legal actions, which is accepted except in the cases of dealing with the order of society and its guardian, i.e. the law. This principle is necessary for the dignity and freedom that God has given to man. The rule of will as a principle in Islamic jurisprudence, which is the basis of the adaptation of Iranian legal regulations, is known by the famous phrase "Al-Aqood Tabeeh Lal Qasood". From the principle of the sovereignty of the will in legal acts, the freedom of a person in

composing a legal act and whether or not to enter into a contract or not, as well as in choosing the type of contract and contract and the parties to the contract and determining the limits of its effects and the conditions included in the contract, and also Dissolution of contracts is the result in permissible cases (Shahidi, 2012).

The existence of the intention within the person and the world of the mind is not enough to conclude a contract, but the intention must be expressed and declared in some way. In Article 192 of the Civil Code, the legislator has specified about the declaration of the will of the parties: "In cases where it is not possible for the parties or one of them to pronounce, a reference that shows the intention and consent will be sufficient." The intention that is expressed in some way in the capacity of entering into a contract is called apparent or stated intention or external intention or declaration of intention. On the other hand, the inner and true intention of the trader is called the inner will. Expressing the intention of composition or the apparent will other than expressing the desire to conclude a contract and preliminary negotiations, is about its conditions. The meaning of expression of intention is that the parties to the transaction, after the preliminary negotiations, declare their intention to create the contract, and in other words, intend to conclude the transaction and declare it. It is obvious that without discovering and clarifying something that indicates the intention, the trader cannot inform the other party of his intention and there will be no compromise and agreement (Safaei, 2013).

Of course, for the fulfillment of a contract, it is sufficient to declare the intention and it is not necessary to communicate it to the other party, unless it is a requirement of agreement, such as the necessity of communicating the request to the accepting party (Katouzian, 2004). The simplest and at the same time the most common means of understanding meanings is words. What reveals the intention of the parties to the contract is called demand and acceptance. As stated in Article 339 of the Civil Law: "After the seller and the customer agree on the sale and its price, the sale contract is concluded upon request and acceptance". In legal terminology, demand means that one of the parties to the first contract declares its will to establish a certain legal relationship, and acceptance means declaring the acceptance of a certain legal relationship by the other party. In fact, a request is an offer to carry out a transaction with certain conditions, and acceptance is an announcement of acceptance of the offer (Safaei, 2013).

Declaring one's will by means of writing is also the same as expressing one's will; Because writing, like sound and words, is a customary and normal means of conveying meanings, and for this reason, there is no difference between the verbal and written existence of words (Katouzian, 2004). Of course, it should not be assumed that words are the only means of explicit expression of the will, and as stated in Article 193 of the Civil Code: "The creation of a transaction may be achieved by means of an act that shows intention and consent, such as receipts, except in cases where The law has made an exception". Therefore, words by themselves have no effect in concluding contracts and are only a means of exchanging the thoughts and wishes of the parties, and as Article 192 of the Civil Code stipulates: "In cases where it is not possible for the parties or one of them to pronounce, a gesture that shows the intention and satisfaction It is enough".

It is also stated in Article 195 of the Civil Law: "If someone makes a transaction while drunk or unconscious or asleep, that transaction is void due to the lack of intention", and Article 199 of the aforementioned law makes consent resulting from mistake or reluctance invalid. Being a deal knows. Also, Article 202 of the above-mentioned law has a provision regarding reluctance: "Reluctance results from actions that are effective on a conscious person and threaten him with his life, property, or reputation in a way that cannot be tolerated habitually." In the case of coercive acts, the person's age, personality, morals, and whether he is male or female should be taken into consideration" and in Article 204, in addition to this discussion, it is added: "The threat to the person or life of the transaction party or the reputation of his close relatives, such as his spouse and Wife, parents and children cause reluctance. Regarding this article, the determination of the degree of closeness for the effectiveness of reluctance depends on the opinion of custom.

### **3.2. Eligibility of clients**

Eligibility in the term of legal science is the competence of a person to own an object or to

perform rights and obligations (Shahidi, 2012). There are two types of eligibility: one is the eligibility to have the right, which is called the eligibility to enjoy or the eligibility to have the right or possession, and the other is the eligibility to execute the right and obligation, which is called the eligibility to step up or the eligibility to exercise the right or possession. The legal basis of the right to enjoyment is being human. According to Article 956 of the Civil Code, as soon as a person is born alive, he acquires the ability to have rights, and after birth, he maintains this ability until death, and the right to inherit is the ability of a person to exercise the right he has acquired. Every person has the right to enjoy, but he cannot exercise the rights related to his right to enjoy unless he has the right to step up. For example, a minor or an insane person may be the owner or creditor, but he cannot sell or rent his property or collect his debt personally without the intervention of his legal representative. Such persons do not have the right to step up. The basis of eligibility for Istifa is to have clarity and understanding; Because the will that is necessary and necessary to perform legal acts and implement rights is available only in persons with integrity. Therefore, if a person's discernment and understanding is complete and sufficient, then his eligibility for Istifa is also complete; Like a mature, wise and mature person who has full understanding and purity, but if the person's purity and understanding is not complete, such as if a person is minor, stupid or insane, then he does not have the eligibility for Stifa. In this case, the person has a relative qualification and will only have the qualification of Istifa for the matters that he has found clean. For example, because Safieh does not have enough understanding of financial affairs and cannot manage her property wisely, she is incompetent in such matters (Safaei and Qasimzadeh, 2022).

In paragraph two of Article 190 of the Civil Law, eligibility is stated as one of the basic conditions for the authenticity of the transaction, which means the eligibility of the stifa, and the parties to the transaction must have the eligibility to complete the transaction. In order for the interlocutors to be considered competent, they must be mature and wise. Also, according to Article 1207 of the Civil Code: "These persons are prohibited from seizing their property and financial rights: 1- Minors. 2- Persons other than Rashid. 3- Free people. The right to possession is always associated with the enjoyment of the right, because a person must have a right to be able to exercise it, but not every owner of the right can implement it (Katouzian, 2006). Due to the fact that the laws related to eligibility are related to the interest of the society and are of great importance, they are considered as mandatory laws related to public order. In general, the laws related to the personality, freedom and will of individuals are among the imperative laws and related to public order, and it is impossible to agree against them. Therefore, the contracts related to the deprivation of the eligibility of Tamattu or the eligibility of Stifa or both types of eligibility are null and void (Safaei and Qasimzadeh, 2022).

### **3.3. The subject of the transaction**

In general, the object of the transaction is the thing that is traded or bought and sold in the agreement between the two parties and something is paid in return. In other words, to something that is the subject of exchange due to the agreement of the parties; They say "transactional item" (Mousavi, 2012). According to Article 214 of the Civil Law: "The object of the transaction must be property or an act that each of the parties undertakes to deliver or fulfill". In Article 215 of the above-mentioned law, the legislator has also stated: "The transaction must have value and include a legitimate rational benefit". In addition, the subject of the transaction should not be ambiguous except in special cases for which a brief knowledge is sufficient.

### **3.4. The reason for the transaction**

The direction of the transaction, which is also called the claimant or the motive, is the indirect goal that the trader has in mind for forming the contract. Like a person selling his car to buy a house with that money. Buying a house in this example is considered to be a car transaction. On the contrary, the cause of the transaction is the direct goal that a person expects from the transaction, such as obtaining the transaction price in the sale of a car. One of the conditions for the authenticity of the transaction is that the direction of the transaction is legitimate. Article 217

of the Civil Law stipulates: "In a transaction, it is not necessary to specify its purpose, but if it is specified, it must be legitimate, otherwise the transaction is void." According to this article, it is not necessary that the direction of the transaction is legitimate in all cases, but when this condition is necessary, the direction must be specified. For example, if someone buys a house to establish a place of corruption, if he specifies during the transaction that he is buying this house for that purpose, the transaction is invalid, but if he does not tell the other party about this, the transaction will be valid. This article has the benefit of finding out the motivation of the trader except through his own expression and habitually, which frees the court from exploring and searching for the trader's intention in non-authorized cases, which usually does not reach a conclusion. In Imamiyya law, illegitimacy causes the contract to be invalid when the other party is aware of it, whether it is specified or not (Shahidi, 2012).

#### **4. conclusion**

This article discusses the issue of the validity of contracts in the laws of two countries, Germany and Iran. First, it was said that in German law, the validity and authenticity of contracts are measured by the method of contract justice, which takes place in two ways: procedural (the process of forming the contract) and substantive (the result of the contract). Then, the conditions of validity of the contract in German law, i.e. the capacity of the parties to conclude the contract and the legality of the contract, were mentioned. It was said that the capacity of the parties to conclude a contract means that, firstly, the parties intend to conclude a contract, and secondly, the individual competence (competence) to conclude a contract is certain for each of them. It was stated that people under the age of 7 years only by their legal representative, people between 7 and 18 years old with the consent of the legal representative, and people over 18 years old freely have the competence and competence to make a decision and express their intention and consent to conclude a contract. In addition, it was stated that a contract is accepted and valid in German law if there is no legal prohibition in its conclusion; It means that the case that violates the law is not specified in it. Then the validity and correctness of contracts in Iranian law were discussed. First, it was determined that the contract must be in accordance with the law and not be contrary to the law. After that, it was stated that according to Article 190 of the Civil Law, the intention and consent of the parties, their competence, the certainty of the transaction and the legitimacy of the transaction are among the basic conditions for the validity of the contract, and the contract concluded with the aforementioned conditions is valid.

From the mixing of the discussed materials and carefully in them, it can be seen that the subject of validity of contracts in the laws of two countries, Germany and Iran, is very similar to each other to a great extent. By comparing the contents, the commonalities can be stated as follows:

- 1- Non-conflict of the contract and its provisions with the law: Articles 10 and 291 of the Iranian Civil Code and Article 134 of the German Civil Code refer to this condition;
- 2- The will of the parties to conclude the contract, which is called "intention and satisfaction of the parties" in Iranian law and "good faith of the parties" in German law: this condition is specified in articles 191 to 204 of the Iranian Civil Code;
- 3- The capacity of the parties to conclude a contract: In both countries, minors, minors, and non-adults do not have the legal capacity to conclude a contract except through their legal representative;
- 4- Legitimacy and legality of the transaction: In the first paragraph of Article 138 of the German Civil Code, it is specified that the contract should not be against chastity, etc., which is exactly equal to the concept of legitimacy of the contract in Iranian civil law.

Of course, it should be stated that the intention and consent of the parties and their competence to enter into a contract in German law is expressed under the term "capacity" and as a condition, and it is specified in articles 104 to 113 of the German Civil Code.

It should be noted that no distinction was observed between the validity of contracts in German and Iranian law, except that in Iranian law, the definiteness of the transaction is defined as one of the four conditions for the validity of the contract under Article 190 of the Civil Code, and in



German law, the definiteness of the transaction is as A separate condition is not specified. In German law, one of the conditions for the legality of the contract is that the subject of the transaction is certain and clear, and the characteristics of the transaction, if necessary, are completely clear to the parties and there is no ambiguity in this regard.

Finally, it can be concluded from the present research that the non-conflict of the contract and its provisions with the law is an obvious condition for the validity and authenticity of the contracts, which is not only found in the laws of Germany and Iran, but can be seen in all legal systems. In addition to this, the will and competence of the parties to conclude the contract, the definiteness of the transaction and the illegitimacy of the transaction are the basic conditions for the authenticity and validity of the contract, which are common in both studied laws.

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