

THE PLACE OF MORALITY IN CONTRACTUAL RELATIONS IN THE IRANIAN LEGAL SYSTEM

O LUGAR DA MORALIDADE NAS RELAÇÕES CONTRATUAIS NO SISTEMA LEGAL IRANIANO

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Abstract: The study of in contractual relationships is the subject chosen for this research, morality, in terms of conceptual classification, has general and specific meanings, which in its general sense, is considered to be a feature of mankind and, in a particular sense, is a knowledge of Islamic science, that contributes to the advancement of human morality. The concept of good morals is, in fact, a kind of general ethics with a positive aspect in it. According to some lawyers' treatment, the concept of morality is social concepts that communicate directly with community norms and influenced it. While moral scholars consider ethics to be single from society and are authentic. Good morals are one of the forms of the concept of public order, which, in the legal system inside Iran, lawyers regard it as having an absolute general relation with the concept of public order. Thus, any contrary to good morals is also contrary to public order and, of course, the circle of inclusion of the public order is greater than good morality. In the field of contracts, it should be noted that, the goodwill of contracts in the principles governing it plays a very important role and some of the principles governing such contracts; The principle of necessity, the principle of the freedom of contract and the principle of good faith, are subject to the influence of good morals in Iranian law in various ways. Goodwill also influenced the general rules governing the contract, in the same way; all the general terms of the contracts should not be opposed to goodwill and some of these general conditions are directly rooted in the rules of good morals. Goodwill in the international legal system is also a very important topic, the concept of good morals in the international legal system is different both in terms of the characteristics and the external criteria in each society and so, at the level of the international legal system, we are faced with the fluidity of the concept of good morals.

Keywords: Morality; public order; contractual relationships.

Resumo: O estudo das relações contratuais é o tema escolhido para esta pesquisa, a moralidade, em termos de classificação conceitual, tem significados gerais e específicos, que em seu sentido geral, é considerado uma característica da humanidade e, em um sentido particular, é um conhecimento da ciência islâmica, que contribui para o avanço da moralidade humana. O conceito de boa moral é, na verdade, um tipo de ética geral com um aspecto positivo. Segundo o tratamento de alguns advogados, o conceito de moralidade é um conceito social que se comunica diretamente com as normas da comunidade e o influencia. Enquanto os estudiosos da moral consideram a ética como única da sociedade e são autênticos. A boa moral é uma das formas do conceito de ordem pública, que, no sistema legal dentro do Irã, os advogados a consideram como tendo uma relação geral absoluta com o conceito de ordem pública. Assim, qualquer contrário à boa moral também é contrário à ordem pública e, é claro, o círculo de inclusão da ordem pública é maior do que a boa moralidade. No domínio dos contratos, deve notar-se que a boa vontade dos contratos nos princípios que a regem desempenha um papel muito importante e alguns dos princípios que regem esses contratos; O princípio da necessidade, o princípio da liberdade de contrato e o princípio da boa-fé, estão sujeitos à influência da boa moral na lei iraniana de várias maneiras. O goodwill também influenciou as regras gerais que regem o contrato, da mesma forma; todos os termos gerais dos contratos não devem se opor à boa vontade e algumas dessas condições gerais estão diretamente enraizadas nas regras da boa moral. A boa vontade no sistema legal internacional é também um tópico muito importante, o conceito de boa moral no sistema legal internacional é diferente tanto em termos das características e dos critérios externos em cada sociedade e assim, ao nível do sistema legal internacional, nos deparamos com a fluidez do conceito de boa moral.

Palavras-chave: moralidade; ordem pública; relações contratuais.

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Introduction

Contractual relationships among individuals are as old as the history of human life; Contractual relationships among individuals are as old as the history of human life, from the beginning of the formation of human societies and the necessity of exchanges and actions among human beings, humans have begun to create a form of behavior in their behavior so that they can create predictable conditions for their actions. Gradually, the more human life developed, the more complicated these relations were, so that the contractual disputes increased sharply.

On the other hand, the relations governing the human community, by agreement between them, were the laws and regulations according to which the persons in the community regulated their contracts with these regulations. However, these laws and regulations have created problems for human societies in many cases, because human societies had different levels in terms of the structure and structure of social power and the benefits of social power. Consequently, in some cases, regulatory agreements among the people of the community were unevenly balanced and, in some cases, entirely contributed to the strong interest of the transaction, or that it creates a reaction among people in the community. For this reason, law enforcers were forced to make rules to ensure that legal rules do not violate the rights of poor contractors or accept the community.

Concepts such as public order and good morals are considered to be the same as those applied to individuals, and these individuals must comply with the legal and customary frameworks governing the community to conclude their contracts.

In Iranian law, the legislator in Article 01 of the Civil Code accepts the principle of freedom of will in the contract. However, in this article, we are faced with some constraints in laws that make this principle subject to limitation. One of these constraints in the law is mentioned in cases like Articles 579 and 595 of the Civic, and it is related to the necessity of non-opposition to these conventions with good morals and public order, which, along with other terms, can be considered and raised. Therefore, in this research, we examine this issue in a careful and precise manner and mention it in various aspects.

Problem statement

Goodwill in the field of law is one of the important issues that can lead to the formation of very important issues in the field of law. On the topic of law and in debates among lawyers, ethical debate is crucial to the importance legislature attaches to ethics in law. Some lawyers consider morality to be intrinsic and self-conscious, and they are ethical grounds, while some other lawyers consider ethics to be relative and function of social order. Therefore, the first issue that is raised in the area of law among lawyers for ethics is the question of whether or not there is a moral right in the law, which we intend to examine in this study.

Another issue in the field of good ethical law is that many of the legal issues, including legal principles governing contracts, are outlined in the laws. In fact, many of the principles governing contracts are matters that are conceptually theoretical and rooted in the field of good morals. Which of the ethical principles or Islamic rules of ethics has influenced the formation of these principles is another important topic that is being investigated in this research.

The third issue that is addressed in this paper, which is also proposed as a problem in law, is: What is the relationship between the general conditions of the validity of a contract and good morals? What are the effects of goodwill on the formation of public rules?

The other thing to consider in this research is that: What are the basics and meanings of the concept of good morals in the international legal system? And what are the standards that are internationally viable for ethics? And how does it apply?

1. Concepts of research

1.1. Moral Concepts

There are many different concepts of ethics in the field of ethics, and some of them are discussed here.

1.1.1. General Concept of Ethics

The concept of ethics is considered as one of the basic concepts in this research.

Ethics in the definitions of diction and theoretical as general concepts are: (the attributes of the soul that have penetrated and sustained in the human soul) or somewhere else as "(the set of rules that is necessary for the philanthropist to achieve perfection)." is mentioned. Some others define ethics as: (a set of generally accepted principles and values that determine the correctness or inaccuracy of good or bad behavior and personality of individuals in a community). In some dictionaries morality is also referred to as (temper, esoteric nature, and inner nature).

In summary and in a general assessment of the above definitions, these definitions are divided into two categories. Some of these definitions have a neutral aspect of ethics and embraces a variety of ethics. But in other definitions of morality above, there is a certain bias and it seems that the reciprocation of morality in the definition is a positive aspect of morality, or that is good ethics, which, of course, is goodwill in the relevant section.

1.1.2. Ethics

Ethics in the field of Islamic sciences as one of these sciences differs from the concept of morality in general and so in Islamic scholarly scholarship, this difference has also been noted. In the definitions given in ethics, the science of ethics is: The ethics of knowledge is one of the reasons why a person's actions are beautiful and easy to work on, or, in another, according to the Tusi scholar, ethics is defined as follows: It is the science of how a human soul can acquire a mood in which all the states and acts that are issued to him by his will are beautiful.

Since the aims of ethical practice are always a practical attempt to improve human morals, in the field of ethics, the neutral interpretation of morality, as in the general sense of morality, seemed meaningless and the endeavor of the scholars of ethics has always been to remove morality from humans and replace virtues with morality and so the concept of good morals is based on the principles of moral definition.

1.1.3. Good morals

Since the purpose of this study is to examine the good morality of contractual relationships, so, in this part of the study, we will examine this issue.

The rules of the law are often used in good morals. However, no proper definition of goodwill has been provided regarding the fluidity of the subject and this is more than a violation of the laws due to the profound legislature's perception that it was reluctant to restrict the concept of good morals. In legal thought, good morals are defined. Some lawyers have defined good morals as follows: Minimum ethical standards considered by the people of a country or a country of a country to be in violation of them.

Others also mention it as: A bunch of social rules that exist outside the realm of law, whether it is law or custom, and habitually, and beyond pure human beings, but at the same time it co-operates to regulate the life of the community and achieve social life with rights.

Some law professors, however, believe that good morals are ethical rules that guarantee their implementation is only the general conscience of society.

In the encyclopedia of private law, good morals are: The fundamentals and ethical standards accepted by the majority of society in the realm of life and considered contrary to it to be unpleasant.

The views of prominent legal scholars, who emphasize the ethical goodness of the common approach to good morals, in fact, lawyers do not believe in the essence of morality and therefore consider morality as a function of the rules governing the society but in some cases they also regard some ethics as intrinsic and have an ethical view other than this group of lawyers.

1.2. Good morality in the rules

In the Iranian law on good morals, the following are the most important ones:

(A) Article 14 of the Constitution: (The Government of the Islamic Republic of Iran and Muslims are obliged to act with non-Muslim individuals with good morals and legality and Islamic justice)

(B) Article 6 of the Civil Procedure Code: (Contracts that are in breach of public order or contrary to good morals, which are inconsistent with the provisions of the law, cannot be arranged in a court of law)

(C) Article 960 of the Civil Code: (No one shall be deprived of his liberty or, insofar as is contrary to law or morality, to deprive him of his use)

(D) Article 975 of the Civil Code: (The court cannot enforce foreign laws or private contracts that are contrary to good morals or punish the public's feelings or for other reasons that are contrary to the public order, although enforcement of the law is in principle allowed)

As you can see, apart from the constitution, the concept of goodwill has been used in the general field. In other cases where the legislator has proposed good morals, he has used it as one way to control the principle of free will. Therefore, it should be said that the legislator of Iran has devoted all efforts to the consideration of goodwill as one of the basic principles. To use it to contain unfair conditions that may impose the principle of free will on poor people of the community and minimize its harmful effects.

1-3. Goodwill and public order

In legal definitions and in Article 975 of the Civil Code, good law-making is one of the sources of public order, but the article of the Civil Procedure Code, along with public order, is one of the barriers to contracting, and states: Contracts that are detrimental to the general system or contrary to good morals are ineffective at the court. So, what's the relationship between the concept of good morals and public order? Are these two concepts of the same sex with two different faces or against each other?

In answer to this question, some lawyers have said that good morals are a particular aspect of public order: Although the ultimate goal of human morality is good and that rights are considered to be fair and equitable, The legal system has never been morally needed, because, in many cases, to preserve social justice, it is imperative to protect some of the moral rules. For this reason, ethics must, of course, be regarded as one of the fundamental principles of law.

A group of ethical rules that are in the texts of laws or are based on such laws should be included in the rules of public order. But another group, whose guarantor of implementation is only public conscience, is cited as special (good ethics).

Others also believe that there is no link between the two concepts of good morals and public order.

Just as there is no relation between law and ethics, in other words, there are so many differences between ethics and law that prevent the relationship between the two concepts of public order and good morals; some Western thinkers like Kant are the proponents of this view and state: It regulates the rights of extra people, but morality rules on human life and human relationships, conscientious ethics and its goal is to provide peace of mind and the rights to the relationship between the person and the other people ...Public forces cannot investigate human affairs and for this reason, rights never go to internal movement and their field of work is limited to the outside world.

The difference between the above views and the goodwill is that: Goodwill in one of these definitions is a social category, and in one another, an internal category that has a relationship with a person and on this basis, with the acceptance of each of the presuppositions, the scholars have extracted certain results but the first comment seems preferable, and the concept of good morals is, in fact, one of the subjects of public order, therefore, the addition of goodwill to barriers to marriage has an important effect in allowing the judge to go beyond the texts of the law in order to rationalize contracts, otherwise there is a good ethical relation to public order that cannot be compared to Independent.

1.4. Concept of Contracts

The legislator, in the relevant laws, considers the principle of willpower in the field of law, and Article 10 of the Civil Code states that: Private contracts are applicable to those who have contracted it unless law is explicitly opposed. In civil law we have also used the word agreement,

agreements and the word contract and contracts. In other words, in a first glance at civil law, it seems that our legislator has differentiated between two concepts (contracts) and (agreements) in terms of applying these two words. The law of Article 183 of the Civil Code has defined the contract as follows: The contract consists of two or more persons committing to and accepting two or more other persons. Regardless of the objections and criticisms that have been introduced to this definition, and in this article we do not want to examine it, it seems that the legislator has used this term in different ways and in different ways. While we know, in terms of meaning, these two words are synonymous. For example, it does not matter if we say that the conclusion of a lawyer or a lawyer's contract and also does not differ if we say that a rental agreement, a rental agreement, etc. Therefore, it must be said that it is forbidden to say the words on its customary meanings so, with regard to the understanding of the custom of the meaning of the contract and the contract, it cannot be said that this difference is not so important in the expression.

On this basis, it should be said that the legislator considers the contract to be a synonym of the contract, while in Article 10; the private contracts that are not in conflict with law are permissible, in Article 183, the definition of the contract is in fact a regulatory concept.

In the definition of contract, the legislator in Article 183 considered the concept of will as a very important subject. In fact, the constructor of each contract is the intrinsic will of the person who is the maker of the contract and individuals create their legal effects by expressing their esoteric will. Creating a legal effect is the most important issue in the contract. What is the legal effect or the will to shape the contract and whether it is in good agreement with morality? It is a very important subject that should be investigated to determine what kind of contract can be concluded? And what should be observed in order to be consistent with good morals?

2. Effect of Goodwill on the Principles Governing Contracts

In this part of the study, we will examine the ethics of the principles governing the contracts in Iranian law.

2.1. Effect of Goodwill on Freedom of Contracts

Nowadays (contracts), the title of the field of international legal systems is removed from the territorial boundaries of the border and is regarded by lawyers as the most important means of communication with the outside world. In the context of legal relationships involving private law, such as family relationships arising from marriage or in the will, etc., today, the contract and the principles governing this are very important. The importance of contracts, in particular, is further determined by the fact that the principle of the will of will is identified and enforced. (The principle of the will of sovereignty) The international stage has always been a matter for the attention of lawyers, and it has long been questioned whether the parties to the contract can freely and free of legal restrictions on the application of specific rules to their conduct in the area of the contract? And are the parties free to include any terms and conditions in their contract or that the contracts are limited to certain conditions?

The legislator in the relevant laws addresses the principle of willpower in the field of law, and Article 10 of the Civil Code states: Private contracts are applicable to those who have contracted it unless law is explicitly opposed.

Disclosure of good faith ethics may be subject to ethical conflict (such as a sale or a gambling contract) there is no doubt about the void of such contracts, but in practice it happens less often that individual directly violate morality and compromise their influence. The discussion of the unethical nature of the treaties is more likely to come from a legitimate subject, but the purpose of closing it is to violate ethical rules: It seems like a homeowner rents or sells property for gambling or brothels; a contract whose subject is legitimate, but the purpose is immoral.

On this basis, it should be said that good morals act as a limiting factor in the principle of contractual freedom, and it makes people unable to set up contracts that have explicit opposition to collective conscience or genuine ethics.

2.2. Effect of good morals on the necessity of contracts

The necessity is the common attribute of all the agreements, which the actioner cannot terminate with one another's intention, the above image is passing. The meaning of the term is also necessary with its literal meaning; Because the rule is not a principle of necessity, but a signatory and since the words used in it do not have the truth of the law, Therefore, in obtaining meanings of the words, they should refer to their common sense meanings and the common sense of necessity is the same adherence to the agreements and its provisions. That is, the contract is durable and is durable, as long as there is no particular reason for it. Of course, it's not necessary to mix the commitment to the terms of the contract, although these two concepts are usually the same. That is, the two sides are bound by the terms of the contract and not the right to interrupt the marriage, but theoretically, it is different from the necessity of marriage and commitment. The requirement for a marriage prohibits them from terminating the contract and obliges them to adhere to what they have created, however, it is obligatory to obey the terms of the contract, that is to say, a covenant and an obligation; whether it is necessary or acceptable. Obligation to enter into the terms of the contract, namely respect for (يقع عقد عام); whether the obligation is necessary or permissible.

In the field of goodwill and its relation to the principle of the necessity of contracts, it should be said: Good morality is closely linked to the principle of the necessity of contracts. In this way, this principle is based on Islamic teachings and an important jurisprudential principle (دفع نون جوملا) (مطورش), which is a moral rule. In fact, the legislator has adopted this principle directly from Islamic jurisprudence and has persuaded believers to observe this principle. On this basis, another aspect of goodwill which is effective in contractual relations is the principle of the need for faithfulness, which has been raised by the legislator as a rule in contractual relations.

2.3. Effect of goodwill on the goodwill principle of the contract

Good will is against the concept of subjectivity, which is fundamentally ethical, which today has become legal today. This term, which implies good intentions and intents, provides a very rich term that is considered as the spirit of legal and social experience and closely interacts with the implementation of justice. This concept agrees with the words of fairness, conscientious behavior, competence, spirit of solidarity and integrity, honesty towards reality, etc., in terms of loyalty, sincerity, and neglect, which is a characteristic of human qualities. The term "goodwill" in the world has had similar rights to other concepts, fans and critics. The opponents of the above principle assume that: Goodwill is a vague, abstract, and moral concept that should not enter into the domain of the law, to bring legal obligations to individuals. In addition, goodwill is inexperienced, and its advocates also consider it necessary in contractual relationships.

Goodwill is rooted in contractual relationships. The relationship of fairness and goodwill is so close that in most writings a fair deal is used with good faith, so that everything that is fair and consistent with conscience can be said. If good-natured behavior is commended and well-proclaimed, fairness regards it as worthy of it, but this term cannot be regarded as synonymous and meaningful, because goodwill is somehow moving from within honest executive care on behalf of each side. Justice performs this practice from outside of a contract and a high place. Goodwill in the scope of the obligations set forth in the contract supervises its proper implementation, while justice is directly licensed to enter into new commitments that have not even been foreseen to stakeholders.

In addition, fairness and justice are among the principles of good faith. For example, Article 1135 of the French Civil Code introduced fairness, along with custom and law, from sources of contractual obligations, or English law, has approved a law entitled "Unfair Contract Terms and Conditions" to restrict terms that are in violation of fairness and punishment.

On this basis, it can be said goodwill at the stage of concluding the contract: Observing the fair and honest attitude of the parties in the preliminary stages of negotiations and concluding a contract and the lack of knowledge of issues that are likely to remind the cause of maladministration.

As is clear from the above definition, the good faith in concluding a contract is equal to the intent not to commit fraud and this feature prohibits acts contrary to conscience and law. Goodwill at this stage involves avoiding confusion, abuse of rights, reluctance, imposition of unwieldy influence and deceiving the party, which each person will pursue in pursuit of his or her interests.

Accordingly, it should be said that goodwill is one of the most important issues in the good faith principle of the contracts, because all the issues that have been said about the goodwill principle of the contract are rooted in good morals. In fact, good morals are a basic issue, the principle of good faith, as mentioned, is one of the ethical principles that have entered into the law from ethics.

3. Good morals in general terms of contracts

In the field of domestic law of Iran, the concept of good morals is very important as mentioned in the relevant section. So, in this part of the study, we will examine the concept of good morals in domestic law.

3.1. Good morals in general terms of contracts

For the correctness of any contract, civil law anticipates the conditions that must be observed so that it can be based on it. Based on this, we discuss the concept of good morals in the general terms of contracts.

3.1.1. The need to observe good morals in intent and satisfaction

The legislator in Article 910 of the Criminal Code The necessity of intention and satisfaction as the first conditions for the correctness of contracts has been spoken. These two conditions are another interpretation of the necessity (will) for the fulfillment of the contract. The basis for the will for the authenticity of the contract is also very clear and returns to the voluntary nature of the contract. Because the contract is made up of an agreement of wills. However, in spite of the fact that the legislator has benefited from the civil law of France in drafting this section of civil law, he has, in accordance with the jurisprudence of the Imamiyyah, as a result of the arbitrariness of the will, to the two elements of intention and satisfaction. The distinction is also that the importance of the intention and satisfaction is not the same, and therefore the guarantee of their performance is different. Explaining what the contractor is intended to do is writing. Therefore, one of the most valid accepted rules of jurisprudence is the rule of contracting the intention of the intention. In some cases, it may be that the thing is not intended to be in line with the intention and the contracting party does not intend to do so, it should speak of non-formation or invalidation of the contract. This issue is well deduced from the Civil Code, including Article 191 of the Civil Code. Article 191 of the Civil Code states: The contract is realized with the intention of being an essay on the basis of what is meant to mean. Accordingly, the lack of intent results in the absence of an agreement and the absolute void of the contract, while the lack of satisfaction results in its inertia.

The above discussion in the field of goodwill is important because if any of the definitions of good morals are accepted, a specific result will be obtained in the field of intention and reciprocity, because satisfaction is an internal matter, if we define the goodwill as single and related to the emotional tendencies as mentioned in the past. Goodwill here is effective in satisfaction, and thus, in the absence of good morals, this leads to deterioration in the consent of the parties to the contract and, consequently, its inertia. Now, if the goodwill is considered as a function of social behavior with external expression, the failure to observe it ultimately distorts the intention and leads to the void of the transaction. For example, if in a transaction we consider a lie as one of the examples of non-observance of good morals in the contract. If a person misrepresents the intention of the opposing party by expressing lies, this could be considered as one of the examples of contractual disagreement with good morals and leads to invalidation of the contract.

In sum, it seems that goodwill as a community-based external reality must be accepted and that the intentions and inner desires of individuals cannot be a good measure for assessing good morals in the contractual field. Therefore, if the non-respect of goodwill issues in a contract is an issue that should be considered, it is external to it. Therefore, it must be said that failure to observe good morals in contractual relations directly distorts the intention and makes the intention of the parties to the contract inappropriate in the contract and therefore the parties cannot perform the contract as they were normally considered. In this regard, it is very important to observe good morals in contractual relationships, and the parties must, in order to be able to complete a contract in a correct manner, and this contract is not subject to the guarantee of the implementation of the

void, due to the lack of intention, good morals in contractual relationships They must adhere to their own dimensions and consider it differently.

3.1.2. Goodwill and Competency of the parties

Competency in the word means deservingness, competence, worthiness and competence, enthusiasm and ability. Competency is absolute: the person's legal capacity to possess or exercise the right, the legal capacity to own the right.

In terms of merit, it should be noted that jurists and lawyers, having regard to religious law, have categorized merit competence into two categories: 1- Competency of having the right 2. Competence in the implementation of the right, any person can own the right; even minors and insane persons can be a party to the right, for example, minor or insane can be the owner or creditor.

As the legislator states in Article 956 of the Civil Code that the eligibility for the rights is to begin with the birth of a man and end with his death, on the other hand, it adds to Article 958 of the Civil Code (every human being will enjoy civil rights ...) Therefore, the legal basis for the realization of humanity has been human, Once people enter the realm of life, they will be able to earn rights, that is why the desirability of enjoying civil rights and freedoms begins with the birth of man and ends with his death. Even carrying is also a civil right, provided it is born alive. If the legislator states in article 957 of the Civil Code that the carriage is from civil rights, provided that he is born alive.

In order for a person to be able to receive his or her right, it is not sufficient to have the right to be entitled to it because the civil law in the last part of Article 958 states: No one can enforce their rights unless it is legal. Accordingly, individuals who do not have the legal capacity to enforce their legal rights are considered incapable. In the jurisprudential and legal studies, protection is divided into two categories of suppression and suppression tragedy. In a supportive protection, the legislator's purpose is to protect the incapable person from supporting him in front of others, so that others do not abuse his stones and his condition. In a supportive stooge, the legislator's purpose is to protect the confused person from supporting him in front of others, so that others do not abuse his stones and his condition. Article 1215 of the Civil Code, in the protection of suspicion, the legislator's purpose is to protect others against incapable, like the bankrupt businessman who is the legislator's limitation for a bankrupt businessman, it is due to protecting creditors.

Accordingly, in the area of goodwill and its relation to contract competence, it should be said that good morals as a social reality, which is rooted in the tradition of society, completely accepts the supporters as one of the obstacles to contractual liability. Therefore, in contracts between individuals in the community, if one of the parties to the contract is ineligible, this would result in the contract being ineligible or in general canceled. In fact, failure to conclude a contract due to the fact that a person is confused legally is accepted by society and affirms the community.

In the event that good ethics is assumed to be conscientiousness and authenticity, it is still accepted in the area of supportive stoning that the contract with the confused person is in no way capable of being regarded as a healthy contract and does not accept public conscience in any way.

The protection of suspicion, which is accepted by the legislator, is in fact fully compatible with the social definition as well as the definition of the integrity of morality. Because both in terms of public order and conscientiousness, there is no possibility of accepting financial transactions for individuals such as a bankrupt businessman who are subject to stricter measures of suspicion. And therefore, the transactions that these individuals carry out in the event of their bankruptcy state cannot be considered valid and valid.

In general, it should be said that goodwill is considered as one of the most important bases in the area of the necessity of contract competence and the legislator considered good-natured homeless people to include honey for those who carry out their transactions, and it was based on the fact that the legislator was accepting the necessity of being qualified in the conclusion of the contract of course, it should be noted that the legislator had both a conventional and ethical notion in this regard.

3-1.3. Goodwill and the determination of the subject of the transaction

According to clause 3 of Article 190 of the Criminal Code One of the basic conditions for the correctness of each transaction is that it is a transaction (a given issue). Therefore, the transaction should not be hesitant between the few, and the parties to the contract must devise a single issue; For example, if someone pledged to transfer a car or a car to another after six months, or to commit any of the two to whom the vendor chose to take, that obligation Due to the provisions of Article 190 of the Criminal Code It has no legal influence and credibility, it is considered to be a case of dangerous transactions.

The roots of the discussion about the determinism are the subject of the Prophet's hadith transaction, which states: رَرَعْنَا عَيْبَ نَعٍ وَ رَطَضْنَا عَيْبَ نَعٍ وَ لَكَا لُوسِرَ عَيْبَ نَعٍ Therefore, it should be noted that: The prohibition of God's Prophet from a dangerous marriage is in fact rooted in Islamic ethics and a fair-minded behavioral pattern in which the Prophet prohibits the transaction of a trafficked person or a transaction with an unknown and indefinite issue. In fact, in this discussion, good morals are not explicitly mentioned in the law, however, it has been fully considered in the basics of legislation, and the prophetic theologian clearly indicates.

Doubts on the subject matter of the transaction make it impossible to determine the transaction in a precise manner, and in cases where they deal with each other, they may be disadvantaged and likely to be prejudiced. Therefore, the legislator, with the aim of supporting the stakeholders, based on accepted ethical principles accepted both by the community and by conscience, has avoided concluding contracts with an indefinite subject, and it does not allow individuals to ignore this principle, based on the principle of good ethics, in their private agreements, therefore, good morals also play a key role in this contractual condition.

3.1.4. Legitimacy for the transaction

The fourth issue, referred to in Article 190 of the Civil Code as one of the conditions for the validity of transactions, is considered legitimate by the legislator, which is somewhat different from the direction of the obligation. It is a kind of commitment to commit and in similar transactions is usually the same, while the direction of the deal is more of a personal motive than those who want to make a deal, indeed, if some of the professors have come up with a motivation to conclude a treaty.

It is necessary to pay attention to the obligations of the parties in the documents For example, in the facilities that banks make for production; the incentive that is commonly found for banks is for the transaction. Support for production is possible, but people may use this facility in other matters that cause problems for banks. Now, if the person using the facility uses it in a place other than production, the transaction does not have a direction because the main motivation of the bank has not been realized.

On the other hand, in different trades, there are certainly different sides of a deal to deal with, for example, someone may be looking for profit in their dealings or pursue other goals, such as social benefits, therefore, finding out the personal motivation of individuals in transactions is very difficult, That is why the legislator states in Article 217 of the Civil Code: (In the transaction it is not necessary to specify the direction, but if specified, it should be legitimate and the transaction is invalid) The ruling of this article is precisely because it cannot be relied on for personal reasons and the false motives that individuals have in their minds to cancel their trades, as this would place the contracting relationship in serious danger. Therefore, in contract documents, if the transaction is illegitimate, this should be mentioned in the document itself. But this does not mean that, in the event of the inference of this issue, it would be considered void in the other ways.

Both of the above-mentioned issues are linked to good morals in the light of the fact that legitimacy is intimately linked to the good ethics of Iran's legal and legal system. In fact, the legitimacy of a transaction, which is a kind of concept, and the legitimacy of a commitment, which is a personal concept, both have moral principles. In fact, the legislator tended to make transactions conducted among individuals based on sound moral principle, because both human conscience and social sensations and judgment as two main principles in the ethical sense were illegitimate for the

purpose of the transaction and commitment, and so the legislator, taking a deep look at the social norm and ethics governing it, Transactions that are unlawful and prevent social and conscientious ethics.

4. Good moralities in international contracts

Contracts today have different characteristics than old ones, today, international agreements are concluded that are legally subordinate to the two-law and are defined in terms of ethical considerations within the framework of a transnational moral system that may not have the character of any of the two legal systems.

4.1. Characteristics of good ethics in a transnational structure

An important feature of good morals in the international system is its dynamic and conceptual flexibility. The good ethics without a circle of inclusion are constant, depending on the requirements.

Of course, the concept of the general order of opinion is very different. The fact is that there is no comprehensive understanding at the global level and no basis for the concept of good morals. Accordingly, one of the aspects of good morality is its spatial relativity. What is in a country that is contrary to morality may not be regarded as contrary to morality in another country. The fact that different countries have different criteria for good morals means that the courts of a country may void the ballot that is likely to be valid in other countries. Therefore, the same subjects can be subject to different and conflicting rules of good morals in different countries. For this reason, good morals depend on the judgment of a particular society first of all. For example, the difference between the benefits of gambling can be cited. If this dispute is resolved and the ruling is issued, in many countries, the transaction will be considered as a normal commercial transaction and the decision is valid, while in some countries, especially Islamic countries, it is contrary to good morals and therefore it is deemed illegitimate, and therefore the judgment issued may be null and void as a result of conflict with good morals. Disputes arising from the trade in alcoholic beverages between the manufacturer and distributor of this liquor which are prohibited in Islamic countries, and even their production and distribution are considered to be criminal.

The second issue that can be outlined in the context of good ethics in a transnational structure is that: Considering that the criterion of good morals is primarily intended to guarantee and protect the fundamental rights of each country and these rights and norms cannot be ignored in contracts, most of the available resources, the possibility of good ethics being preferred by the courts to a private contract is very high and private contracts are usually limited to all legal systems with constraints such as good morals.

4.2. Criterion of morality in private international law

In the field of good morals, the standards in the international legal system are completely different. What is possible in a completely legal and legitimate legal system is another criterion in other systems.

For example, different types of spousal systems differ in countries and between different nations and even different ethnic groups, in some polygamous marriage societies, there are several marriages, something that is completely incompatible with the moral system in some other countries and the accepted standards for marriage, or the polygamous polygamy system in many countries in the world is contrary to public order and is denied. Although all these nations and nations have a standard way to choose their own spouse, this criterion is different in the international legal system.

On this basis, it should be noted that: The criteria for good ethics in the international legal order have a degree of flexibility and there are no consistent criteria for good ethics in the international legal system. So each country has its own special structure in this field.

Conclusion

In sum and in a general attitude to the issues, it should be said that ethics is a special concept which has two aspects in terms of definition. On the one hand, good morals are defined

as mere human beings whose function is merely conscientious and personal. On the other hand, good morals are defined as a social issue associated with the collective conscience of individuals in society. In the field of law, given that legal issues are objective in society, the first definition of good ethics is not very practical, and it seems that acceptance of the second definition is preferable.

Goodwill is the foundation of many of the legal principles of contracts that are taking place at the level of today's society, the first principle that good ethics has affected is the principle of contractual freedom, goodwill has limited the principle of contractual freedom, the second principle that good ethics is one of the foundations is the necessity of a contract, indeed, given that society's commitment to obligations is a moral necessity, this adherence is accepted as one of the foundations of morality and acts on the basis of it. The most recent agreement in this study is the good faith principle of the contract, according to this principle, individuals should commit fairness and justice in an agreement that ensures that fairness and justice are both ethical. The observance of this principle is also fully related to goodwill.

The other topic in this research is the impact of good ethics on each of the general rules of contracts. Compliance with good morals at all stages of the contract is necessary from the intent and satisfaction of the individuals to the legitimacy of the transaction and should definitely be in the contracts that are concluded at all stages of satisfactory existence.

In the context of the concept of good morals in the transnational system, the rules also need to be said: This concept is from a society to another society, both in terms of characteristics of a society and in terms of criteria differently and different people in different societies may have actions that are morally distinct in terms of ethical standards.

Suggestions

1 An attempt to create a mechanism for understanding cultural relativity in the concept of good morals among different communities.

2 Establish a transparent legal procedure for the acceptance of the principle of good faith in legal texts

3. Attention to the intentional intentions of individuals in cases where the contract is distinctly in conflict with good morals

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