# AN ANALYSIS OF THE INTERACTIONS OF ACCEPTING LIABILITY/ COMPENSATION WITH CONVEYING IT TO THE INSURER

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**Abstract**
Allocation and share of contractual liability is one of the important issues of contract law which consume a lot of time in contractual negotiations. According to the primary principle, everybody is liable for his faults, but complicated contracts in industry such as oil and gas, have passed this boundaries, and by contractual terms transfer the liability to the opposite party or third party (insurance company). These levels of risk allocation which refer to indemnity and insurance clauses in contracts, are mechanisms which prevent project costs related to insurance, and minimize the contractual controversies which may hold the project advancement. The interaction between indemnity and insurance, and their dependency would be analyzed together.

**Keywords:** Extra Insured, Insured Benefit, Primary Insurance, Secondary Insurance, Serious Fault, Subrogate.

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# EMBRYO TRADING IN DOMESTIC AND INTERNATIONAL LAW

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## Abstract
Infertility is a social and familial problem, and even maybe one of the divorce causes. But resort to immoral pregnancy ways for solving this problem, especially from economic and commercial standpoints such as buying and selling ovum, sperm and embryo, and fertilizing to another account (surrogacy), not only is a more complicated social problem, but also has many destructive consequences for many people, especially for the infants; also, identity and human dignity will be undermined. Domestic law and international organizations do not have the same view to the matter explained in this paper. In our law, these pregnancy ways have been mentioned above, except for the items listed in the act of embryo donation, which are illegal. So any contract, due to conflict with public orders and morality, must be voided and unauthorized.

**Keywords:** Embryo Trading, Ovum, Pregnancy to Another Account, Sperm.

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# THE EXHAUSTION DOCTRINE IN THE TRADEMARKS OMAIN FROM THE PERSPECTIVE OF CONSUMERS' RIGHTS

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## Abstract
The exhaustion doctrine is significantly effective in the domain of free trade and competition in markets. Among intellectual property rights are trademarks rights, which more than other branches of such rights, relate to market and trade. The Patents, Industrial Designs, and Trademarks Registration Act of 2007 refers to the exhaustion doctrine in the domain of trademarks. The exclusive rights established by the trademarks rights do benefit both the producer and the consumer. The converge of these rights, i.e. the rights of consumers and producers, make it impossible to exhaust trademarks rights at all times, because misguidance and incorrect perception on the part of consumers can be an obstacle. This paper studies whether exhaustion doctrine can be prevented by consumer right. Generally speaking, in each case that the application of the doctrine to a situation in which consumers misguidance or mislead about the origin of the product should not accept it.

**Keywords:** Consumer Misguidance, Exhaustion Doctrine, Geographical Domain, Trademarks.

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# COMPARING LEGAL ASPECTS OF LETTERS OF CREDIT AND BANK PAYMENT OBLIGATION

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**Abstract**
Among the different means of electronic trade, letter of credit is being paid attention more because of its frequent use. Nonetheless, with the emergence of bank payment obligation in 2013, the question about their differences and hesitation on their use and scope have made the lawyer's mind busy. This paper is to explain the differences and clarify the scope and use of each of these means to cover the lack of research in this field. The research eventually concludes that according to the difference of use and construction of credit letter and bank payment obligation, and the differences in legal relations exist in them, each is particular to special groups of business men and their deals, which is useful in their situation, and are used separately rather than alternatively.

**Keywords:** Bank Payment Obligation, Electronic Trade, EUCP, Letters of Credit, UCP, URBPO.

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# ISLAMIC BANKING AND LIBERALIZATION OF TRADE IN BANKING SERVICES IN THE WTO

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## Abstract
The World Trade Organization (WTO) is one of the most predominant organizations in regulating the international trade. The most important rules of the WTO on trade in services, are enunciated in the General Agreement on Trade in Services (GATS). All members of legal system must conform to the GATS, and change laws and regulations that do not correspond with it, including observers such as Iran who wish to become a main member through accession process. The main issue to be examined in this paper would be the compatibility of the Islamic Banking Law that has aroused controversial questions about its compatibility with WTO's legal system. Upon a comprehensive study of the GATS and The Islamic Banking Law, we came to the conclusion that the latter is in accordance with the GATS.

**Keywords:** Accession, Domestic Regulation, GATS, Islamic Banking Law, Market Access, Trade in Banking Services.

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# LEGAL STATUS "MORA'A" AS A STATE WITHIN THE VALIDITY, INVALIDITY AND LACK OF INFLUENCE

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## Abstract
This paper is to study the transaction possibility of future property, and the bases of transaction nullity of future property and designing the general rule for these transactions. There would be a question that why the famous jurists and lawyers knew as nullity transaction of future property, and how much the given arguments are valid, and also in what cases it is possible to know truth the transaction of future property under a general rule. The result was that transaction of future property has known as nullity mainly because of some Jurisprudential exemplum (called *Revayat* in Islamic jurisprudence) and the forbidden of belonging of possession of nonexistent and its uncertainty, while there are also some Jurisprudential exemplum indicating the truth of transaction of future property. Moreover, prompt possession is not the inherent prerequisite of possessive contracts and possession takes place after the emersion of the subject of contract. In addition, transaction of future property is not uncertain and should be known as truth, if there is conjecture of creation of the property in the future according to the normal routine of affairs. Therefore, the existence of subject of contract meanwhile of conclusion is not of the main conditions and general rule and is necessary only in the cases which the mind basis of the parties is on the transaction of existent property.

**Keywords:** Future Property, Ignorance, Outer Substance, Possession of Nonexistent, Risk, Uncertainty.

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# SPECIAL LIQUIDATION

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## Abstract
Social life makes people's transactions inevitable. These transactions put people under debt as well as make them creditors. Therefore, people's belonging is not always pure, and always includes some debts. Sometimes, these debts are paid by the debtor's own will, but in some cases such as bankruptcy or death, liquidation does not take place willingly. In these cases, the insufficiency of debtor's belonging is either evident or probable; so creditors may face with injustice. As a result, liquidation in these situations needs to be special. In this special liquidation, for maintaining equality among debtors, some specific measures such as the impartially of the liquidator and the unity of courts which carries on the whole procedure, shall be taken into consideration. In this paper, first the concept of special liquidation will be explained, and then examples of it will be counted. At last, its regulations will be studied.

**Keywords:** Bankruptcy, Company's Dissolution, Debtor's Death, Equality, Special Liquidation.

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# WEALTH MAXIMIZATION AS A CRITERION FOR EVALUATING THE LEGAL RULES

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## Abstract
Wealth maximization is the prevailing conception of efficiency in current literature of economic approach to law. This conception which is proposed by Richard Posner, is used as a criterion for evaluating the legal rules. Posner claims that wealth maximization must be the purpose of law. This paper is to examine the meaning of wealth maximization from Posner's perspective, and his defense of this concept in different phases of his thought. Moreover, we consider a few important criticisms of some scholars of this standard as to its conflict with moral values and individual basic rights. In the end, it is concluded that although wealth maximization does not have an intrinsic value, and cannot be the only goal pursued by law, it can be considered as one of the main objectives of law especially in private law. Wealth, on the other hand, is a necessary part of achieving many personal objectives and a vital element in protecting rights. Hence, legal system cannot ignore the effects of statutes on social wealth.

**Keywords:** Aim of Law, Evaluation of Legal Rules, Legal Pragmatism, Richard Posner, Wealth Maximization.

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# COMPETENT AUTHORITY TO HEAR THIRD-PARTY PROTEST AGAINST THIRD-PARTY PROTEST (WITH EMPHASIS ON IRAN'S JUDICIAL PROCESS)

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## Abstract
If a third party or execution of judicial decisions and judgments issued by the courts, he could be detrimental to the rights of their protests notify the competent authority. The basic difference in votes and protests against third-party claims administration will be different to hear a third party so that the main challenge in court the final judgment comes the court has handed down the verdict is submitted. The competent court to handle third objection executive, is controversial; some know and some say issuing court to the competent court of jurisdiction is the executor of the sentence. And some consider both the righteous. Jurisdiction of the court executor, the legal reasoning more. Some opinions issued by the Supreme Court and the provisions of Articles 26 and 142 of the Civil Law enforcement and legal doctrine, supporting the idea. And some consider both the righteous. Jurisdiction of the court executor, the legal reasoning more. Some opinions issued by the Supreme Court.

**Keywords:** Competent Authority, Enforcement Court, Foreclosure, Third Party Protest, Voters Court.

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# INTERNATIONAL COMPETITION LAW

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## Abstract
Globalization of trade has aroused some controversial issues which should be considered in legal studies. This paper provides an overview of "international competition law", as an intensive discussion which international trade encounters with. The spread of competition law around the world has been remarkable. But to initiate international competition law as a comprehensive system, is unworkable. It can be safe to say that the main reason is the variety of approaches about the competition law. The importance of competition law in international trade relations is undeniable, but it is an insufficiently studied field. The paper, after introducing characteristics, clusters the arenas and the sources of international competition law. Findings confirm the necessity of harmonization and the importance of international cooperation by soft law. Given the difficulties of international collaboration, this is a considerable achievement. The prevalence of soft law asserts that there is no doubt that states are no longer the only or most important actors in global law.

**Keywords:** Anti-competitive Activities, Antitrust, Competition Policy, Global Competition, International Trade.

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