

**DESIGNING THE FRAMEWORK OF REVENUE SHARING
CONTRACTS, CONSIDERING THE CHANGE OF
IMPORTANT ECONOMIC CIRCUMSTANCES
OF A PROJECT**

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Abstract

As observed in some oil and gas countries, upstream service contracts, for instance buy-back contract in Iran, would provide an appropriate environment for the development of oil and gas fields. However, certain cases, such as common structures and reservoirs, deep sea oil fields or second and third generations of an oil field may require more attractive contractual mechanisms in the eyes of IOCs. For this purpose, the suggested framework of Revenue Sharing Contract would bring balancing situation between HC/NOC from one hand and IOC from other hand, and also protect and safeguard the main concerns of the host country, namely, sovereignty and possession or title rights of HC/NOC.

Keywords:

cost recovery, investor, oil and gas fields, price of oil, production rate, rate of return.

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THE VALIDITY OF CONSENT JUDGMENT (AWARD BY CONFESSION)

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Abstract:

According to article 184 Civil Procedure Law the court, after reaching a compromise between the parties, announce the termination of proceeding and issue a consent judgment. But law is silent about this question that "whether consent judgment has *Res Judicata*?" On the other hand, *Res Judicata* is one of the courts judgments effects. So, if the consent judgment would an award, therefore it will conclude the *Res Judicata*. However, there are opposite views: Some believes that the consent judgment is contractual act based on confession. Hence in this case, such judgment just a matter of dispute cancellation, termination or revocation accordance with the provisions of the Civil Law. Some believes that the consent judgment is lawsuit downfall injunction. In this case, it will conclude the *Res Judicata*. Some believes that the consent judgment is non-litigious decision that it will not conclude the *Res Judicata*. We believe that issuance of consent judgment may be done in two different cases that in each of these assignment of *Res Judicata* is different.

Keywords:

consent, consent judgment, lawsuit downfall injunction, non-litigious decision, *Res Judicata*, Writ.

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ISLAMIC AND LEGAL ANALYSIS OF SOKUK ESTESNA

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Abstract:

One category of Sokuks is “Sokuk Estesna”. They are issued, offered and transferred, based upon a contract of Estesna’ in construction of a specified property and/or its completion or in civil construction projects. “Sokuk Estesna” are divided and analyzed into two categories: the plain ones (direct and indirect) based upon a credit instrument; and complex (pursuant to a directive). The legal nature of the act of issuance may be studied in accordance with the identity of the issuer; if the latter is a merchant, the act is considered commercial, otherwise civil. If the act is performed by a merchant moral person, it is also deemed as being of commercial nature. The nature of the act of offering has been put under scrutiny in relation to its civil and commercial aspects. Under the first category, it is a presentation and transfer of the deed of assignment and in the second category, a presentation and transfer of shares. The legal nature of the act of disposal of “sokuk estesna” in the subsequent stages (secondary market) is cession of claim in the first category, and the transfer of shares under the second category.

Keywords:

cession of claims and debts, estesna’ contract, negotiable instruments, secondary market, sokuk estesna’.

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**SPECIAL COURTS FOR NON-MUSLIMS AND ITS
JURISDICTION
(AN INTRODUCTION TO THE COMPARATIVE STUDY OF
CONFLICT OF LAWS IN POSITIVE LAW, ISLAMIC LAW AND
JURISPRUDENCE)**

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Abstract:

Dar al-Islam's population consists of Muslims (majority), the people of the dhimma (non-Muslim citizens of an Islamic state known as the minority) and Al-musta'min (an Islamic classification for a non-Muslim foreigner that enters Muslim lands for less than a year and is legally protected by the Muslim authority). The fact that public courts of Islamic states have the jurisdiction to deal with the legal disputes of non-Muslim foreigners and minorities is not controversial. But, the debate is whether minorities in an Islamic state, which are religiously distinct from Muslims, can have special and exclusive courts. The assuming response is positive, do these courts have the jurisdiction to investigate the foreigners' lawsuits or at least legal disputes of those groups of foreigners who have the same religion with the minority? The present research paper, with reviewing the evidences and relevant legal texts and assuming a positive answer to the above mentioned questions has shown the international jurisdiction of public courts of the Islamic states as a precondition for the realization of the system of conflict resolution of rules in Islamic law and jurisprudence.

Keywords:

compulsory jurisdiction, legal claims of the people of dhimma, obligatory with choice jurisdiction, public courts, special courts.

CIVIL LIABILITY OF ROAD MANAGERS FOR CAR ACCIDENTS

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Abstract:

Road managers, such as the ministry of roads and municipals, are in charge of the construction and maintenance of roads. In cases where the defect of the road or failure to observe the safety rules is effective in a car accident, the Road managers may be considered as the liable of the harm. Their liability is based on civil liability rules and approved special acts. We analyze the civil liability of these offices from two aspects: First, it will be discussed based on civil liability rules and fault theory. On the other hand, because most of the offices in charge of the roads are of public or governmental sector, the subject is analyzed based on civil liability of government and the theories presented on this concept. In addition to the liability of these offices as legal personality, the personal liability of the related officers and employees is considered.

Keywords:

car accidents, civil liability, fault theory, liability of government, road managers.

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COMPARATIVE STUDY OF CHARGING THE CIRCULATING ASSETS

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Abstract:

Purpose of doing this research is scrutinizing the possibility of charging the circulating assets of debtors, which is done through comparative study of floating charge in common law with the accent on the jurisprudence and legal bases of our country. In this research the question was: “what are the features, regulations and consequences of floating charge in English law?” “Is there possibility of acceptance of this organization according to Iran law and Shi’et Jurisprudence bases?” The result was that floating charge for the purpose of guarantying the circulating assets presents solutions which protects both the creditors to make them assure of realizing their debts and the charger to not to make them private of using their changing property and make their business ceased. The result of studies and researches on the Iran law and Shi’et jurisprudence is scrutinized and showed the conclusion that charging the circulating assets is not in contrast with Iran law and Shi’et jurisprudence bases, and for this reason preparing and ratification of a comprehensive statute offered to the legislator.

Keywords:

charge (floating- fixed), circulating assets, class of assets, crystallization, future property, ordinary course of business, uncertainty.

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LEGAL REGIME & FINANCIAL ARRANGEMENT IN THE UPSTREAM CONTRACTS IN THE OIL INDUSTRY

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Abstract:

The importance and the necessity of huge investments in oil section, legal and financial frameworks adjusting the relationship between great investor companies and oil countries have long been important issues. The history of oil investment from colonial period endeavors to investigate the general frameworks defining the relationship between governments receiving the investment and companies. Also, it shows the evolution of upstream contracts in the last 100 years. Furthermore, the study points to the fact that, unlike what is commonly assumed, the evolution of legal frameworks in oil contracts is more a product of specific objective conditions in oil fields rather than a result of political changes. Moreover, general legal frameworks play a trivial role in adjusting the financial structure of the contracts.

Keywords:

concessions, financial arrangements, legal regime, joint venture.

NATURE AND TRANSACTION OF CERTIFIED EMISSION REDUCTION (CER) UNITS

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Abstract:

The Clean Development Mechanism (CDM) under the Kyoto Protocol is the only mechanism with dual objectives in which Non-Annex B Countries of the protocol, particular developing countries, have the ability to participate in it. Certified Emission Reduction (CER) Units resulting from the activities of the CDM projects are the tradable units that usually traded by the participants in these projects. The nature and terms of these units have been offered different theories and not a consensus has been reached. Likewise, Certified Emission Reduction transactions with the high level of diversity and flexibility may be influenced by the nature of these units. In this paper, we try to delineate the nature of these units with a review of theories which are presented and then normal structures of the Certified Emission Reduction transactions with the advantages and disadvantages of each of these transactions will be stated.

Keywords:

advantages and disadvantages of certified emission reduction transactions, Clean Development Mechanism (CDM), Kyoto Protocol, pricing methods, reduction of greenhouse gas emissions.

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AN ANALYSIS TO THE COOPERATIVE SECTORS LAW ; THE COOPERATIVE SECTOR: MYTH NOT REALITY

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Abstract:

In this research the cooperative sector's law has been analyzed under the general headings cooperative as an economic sector, cooperative's and cooperatives union's nature, and damages of the Acts to the law and the normal function of cooperatives and at the end it has been analytically concluded that regarding the stated structural and legal deficiencies while keeping the cooperatives, the cooperative sector and its other contents including the cooperation ministry, cooperation chambers, cooperatives unions, cooperation fund and cooperation development bank as well all considered priorities must be removed and the constitution, the cooperative sector act and the act for principle 44's policies must be amended accordingly.

Keywords:

act for principle 44's policies, cooperation chamber, cooperative company, cooperation ministry, cooperatives sector act, cooperative's sector law, cooperative's union.

CONFLICT OF LAWS IN ENVIRONMENTAL DAMAGE ACTIONS

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Abstract:

Protection of a sound environment is one of the most contravertioal issues of the legal and political world, and different letters are provided in this regard. But in respect of how to implement the aim of promoting and protecting the environment, the governments have utilized different legal instruments; the last of which is the concept of liability for environmental damages. Level in which different legal systems accepted this new concept is in a divergence. So finding the governing law in claims of this kind with a transfrontier character is a significant task of the judge, in a given case, for doing the justice and obtain requirement of legal certainty. The purpose of this article is to examine the problems linked with the conflict of laws in the area of civil liability resulting from transfrontier environmental damages and providing legal approach for resolving these problems.

Keywords:

conflict of laws, environmental damage, pollution, tort.

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