

A Look at Relative Nullity in the Private Law Systems of Iran and France

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Abstract:

This study examines and compares the concepts and effects of relative nullity and non-effectiveness in the private law systems of Iran and France. In Iranian law, the concept of non-effectiveness is primarily applied when a contract lacks valid consent, rendering it ineffective until confirmed by the parties involved. In contrast, in French law, relative nullity refers to a contract that, while having legal effects from the outset, can be annulled upon request by one of the parties. The key differences between these two concepts lie in how their legal effects are applied and how a contract can be modified after identifying a defect. This article provides a detailed analysis of both concepts and compares them with the laws of Iran and France. Finally, the paper offers suggestions for aligning Iranian legal provisions with the institution of relative nullity in the French legal system.

Keywords: Relative nullity, non-effectiveness, Iranian law, French law, contract, annulment, agreement

Extended Abstract

This research aims to critically analyze and compare the concepts of relative nullity and non-effectiveness within the legal systems of Iran and France, focusing on their legal implications, enforcement mechanisms, and applications in various types of contracts. These two legal principles, although related, are employed differently within the respective legal frameworks, highlighting the distinctions in their conceptualization, enforcement, and impact on contractual validity. Through this study, the research seeks to provide a clearer understanding of these concepts and suggest potential reforms for Iranian law based on the comparative insights drawn from French legal principles.

In Iranian law, the concept of non-effectiveness is predominantly used in situations where a contract lacks valid consent. This can occur in contracts that are impacted by factors such as mistake, coercion, lack of capacity (such as for minors or those with limited mental capacity), or unauthorized transactions. Non-effectiveness renders the contract void ab initio, with no legal effects unless the affected party affirms or ratifies it. Thus, the contract remains incomplete until the necessary

conditions for validity are fulfilled. Non-effectiveness is considered a form of legal incompleteness, where the contract is viewed as defective until rectified by the affected party.

In contrast, French law uses the concept of relative nullity, which refers to a contract that is initially valid and effective but can be annulled upon the request of one of the parties. Relative nullity in French law is grounded in protecting the interests of one or more parties involved in the contract. Unlike non-effectiveness, which implies a lack of validity from the outset, relative nullity allows the contract to operate temporarily until one party decides to invoke its nullity. In essence, relative nullity functions as a mechanism for protecting individuals' rights when certain conditions, such as consent or capacity, are flawed or violated.

One of the key distinctions between these two concepts is the legal effect on contracts. In Iranian law, the contract is essentially non-existent until it is approved or ratified by the affected party, which prevents any binding legal effects from arising before that point. In contrast, in French law, a contract that is subject to relative nullity remains legally effective until annulled. The impact of this difference is profound, as in Iranian law, the contract's legal life is conditional upon the rectification of the defect, while in French law, the contract exists with full legal force until challenged.

The methodology of this research involved a comparative legal analysis, focusing on both doctrinal approaches and practical applications in Iran and France. The study investigates how these legal concepts are applied in various types of contracts, including contracts involving minors, coercion, error, and unauthorized transactions. The research also includes an exploration of how these doctrines align with the broader principles of contract law in both countries. Through this comparative analysis, the research explores the similarities and differences between the application of non-effectiveness in Iran and relative nullity in France, with a particular emphasis on how these concepts are invoked by legal practitioners and judges in real-world cases.

One of the key findings of this research is that, although the concepts of relative nullity in French law and non-effectiveness in Iranian law share some similarities, they differ significantly in their approach to contract enforcement and the protection of individual rights. In Iranian law, non-effectiveness is primarily viewed as a defect that can only be corrected through the ratification or approval of the affected party. As a result, the legal effect of the contract remains suspended until this approval is

granted. In contrast, French law allows the contract to remain effective, even if it is subject to relative nullity, until one of the parties chooses to annul it. This distinction in the legal treatment of contracts has significant implications for the legal status of the contract and the rights of the parties involved.

Another important distinction highlighted in this research is the role of public policy and private interests in the application of these legal doctrines. In Iran, non-effectiveness is often invoked to protect the interests of individuals who are unable to fully exercise their legal rights due to coercion, lack of capacity, or unauthorized actions. The concept of non-effectiveness thus serves as a tool for safeguarding private interests and ensuring that contracts reflect genuine consent and free will. In contrast, relative nullity in French law is often invoked in cases where there is a violation of private interests, such as when one party seeks to annul a contract due to factors like error or lack of consent. This difference reflects the underlying public policy priorities of each legal system and their approach to protecting individual rights in contractual relationships.

The research also examines the broader implications of these legal concepts for contract law in Iran and France. In particular, the study looks at how these principles impact the ability of parties to enforce contracts and the role of courts in interpreting and applying contract law. In both legal systems, the courts play a central role in determining the validity of contracts and ensuring that they are enforced in accordance with the law. However, the application of relative nullity in French law provides greater flexibility for courts to protect the interests of vulnerable parties and allow for the annulment of contracts, when necessary, while Iranian law's reliance on non-effectiveness creates a more rigid framework where contracts must be fully validated before they are legally binding.

The findings suggest that while the concept of non-effectiveness in Iranian law serves an important function in protecting the rights of individuals who are subjected to coercion, error, or lack of capacity, it can create uncertainty and delay in contract enforcement. In contrast, the French approach to relative nullity provides a more flexible system that allows for the annulment of contracts without compromising the initial validity of the agreement. This flexibility can help protect the interests of vulnerable parties while ensuring that contracts are respected and enforced in a timely manner.

One of the significant contributions of this research is the suggestion that Iranian lawmakers should consider adopting a more flexible approach to contract law,

similar to the French model of relative nullity. This could involve incorporating mechanisms for contract annulment that protect individual rights while allowing contracts to remain effective until challenged. Such a reform would help provide a more balanced and efficient legal framework for contract enforcement in Iran, particularly in cases involving vulnerable parties who may need protection from contractual defects.

In conclusion, this research provides a comprehensive analysis of the concepts of relative nullity and non-effectiveness in the private law systems of Iran and France. It highlights the key similarities and differences between these concepts and their implications for contract law in both countries. The study emphasizes the importance of legal reform in Iran to align its contract law with international standards and practices, particularly in relation to the protection of individual rights and the efficient enforcement of contracts. By drawing on the French model of relative nullity, the research suggests that Iran can improve its legal framework and provide greater protection to vulnerable parties in contractual relationships.

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