

The Analysis of Islamic and French Laws towards Guarantee of Good Title

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Abstract

The security of contractual relations is one of the most important aims of contract law and for such reason it is a fundamental principle of European law. The guarantee of good title is one of the effective rules established for securing contractual relations. The issue under the Iranian Civil Code as influenced by the Islamic and French laws is based on the protection of ownership of the subject-matter of a sale contract but it is deviated from the view of protecting contractual interests. In this article, therefore, the legal approaches of Islamic law and French civil law have been considered and it is argued that the approaches of both systems, by considering the purpose and basis of guarantee of good title, are the same. However, in cases where that subject matter of the contract is a tangible property, the two systems would depart as the Islamic law is more limited on the protection of ownership, though French law focuses on the parties' contractual interests.

Keywords

Approaches towards good title, Contractual interests, Legal approaches, Ownership.

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An Analysis of Particular Aspects of Trademark License in Sport

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Abstract

Today, sport is regarded as a great business activity creating huge revenues for athletes, sport clubs and other relevant persons, though a large part of such revenues come from intellectual property rights and trademarks. By regarding fundamental principles and legal approaches taken by leading legal systems, this paper attempts to clarify the eminent role of license agreements on generation of revenues by analyzing particular aspects of such agreements. Moreover, this article will consider two more important issues in sport trademark licenses: marketing conflicts and conflicts between individual rights of athletes and collective rights of sports clubs and associations. Our research has notified the general and vague approach of Iranian laws and legal literature in respect of trademark licenses and a lack of minimum standards in legal aspects of sport law. The efficient problem-solving of such agreements in sport law and regulating trade aspects of sport licenses requires observing appropriate measures and solutions adopted in other legal systems.

Keywords

Intellectual property law, License agreement, Sport market conflicts, Sport law, Sport trademark.

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The Effect of Changing Qualifications of Witness and Discovery of His Disqualification Prior or After Judgment

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Abstract

In Islamic jurisprudence, extensive studies and discussions have been carried out about the effect of discovery that the witness has been disqualified at the time of giving evidence and also the effect of losing qualification after giving evidence before judgment based on such evidence, but their views are mainly different. The law, however, is silent about the issue and Article 234 of Civil Procedure Code is unclear. By this research, we conclude, by considering the Islamic jurisprudence, that discovery of disqualification of witness could be a basis for reversal of judgment in each case.

Keywords

Evidence, Qualification of witness, Reversal of judgment, Witness.

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Copyright Infringement through the Uses of Satire from Others Literary and Artistic Works

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Abstract

Some satire works is based on the fun and humor with the work of others that have already been created. Since it would lead to repudiation changing their work, it is an example of copyright infringement. In accordance with Article 6 bis of Berne Convention, the author shall have the right to object to any distortion, mutilation or other modification of, or other derogatory action in relation to, the said work, which would be prejudicial to his honor or reputation. Also, the reproduction without permission of the author is not allowed (Article 9(1) of the Convention). According to the descriptive-analytical method, this paper attempts to examine this challenge and suggests possible solutions for overcoming such legal problem. In general, the satire works of independent identity not intended to damage or mockery the first author and not undermine the market could be regarded as non-infringement.

Keywords

Economic rights, Infringement of copyright, Moral rights, Satire works.

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Interoperability of Computer Programs and Its Legal Effects

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Abstract

Among the most important issues in the software industry is the interoperability of computer programs that encompasses a numerous legal and economic results. Advocating interoperable creation leads to software development, whereas a sheer and full support shall contravene the rights of the original program authors. Therefore, in order to protect the rights of the original program authors and to prevent the exclusive right of the first authors, legal systems have adopted the idea-expression solution, according to which the expression of an idea is protected under intellectual property law and not protect ideas themselves. In the Iranian law, the regulations provide protection of the rights of software producers but fail to cover all aspects of this significant issue. However, there are basic rules about competition law in the Law of Implementing the General Policies of Article 44 of the Constitution which has shed some light on the subject.

Keywords

Competition law, Computer program, Intellectual property, Interface, Interoperability.

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The Concept and Requirements of Creation of a Joint Literary and Artistic Work in Iranian and US Laws

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Abstract

Joint literary and artistic works prepared by two or more authors have attained an importance today, particularly in the academic realm. One of the issues related to these works is the problem of identifying the concept and requirements of the joint works in different legal systems. In this research is based on a comparative study between Iranian and US laws. Under the Iranian law, the joint work simply refers to works that contains inseparable parts done by various authors. But in the US legal system, a joint work may take place even if the authors produce separate but interdependent parts. However, in both legal systems, the authors should have an intention to participate in making the work jointly at the time of its creation. In US law, the intention of being a co-author is also needed.

Keywords

Co-authors, Copyright, Intellectual property, Joint work.

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Economic Analysis of Good Faith in Contract Performance

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Abstract

The necessity of respecting the principle of good faith in performance of the contract comes from the relation between law and morals. Good faith in performance of the contract with subjective and objective criteria and using cost-benefit analysis, wealth maximization, game theory, efficiency and welfare standards, would lead to the achievement of the objectives set by the parties. The lack of good faith in performing the contract adversely affects the economic efficiency of the contracting system and increase cases of breach which lead to more litigation and costs, though creation of self-constrain based on morals causes no costs. Based on the criterion of maximizing the wealth, when the contract between parties becomes more beneficial and increase its economic benefits that cheating or abusing are not be used and the contract is implemented in full and in accordance with the desire and intention of the contractual parties.

Keywords

Economic analysis, Efficiency, Good faith, Objective criteria, Subjective criteria.

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