# Criminological–Islamic approach to impact scope of biological factors on criminal behavior

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**(Received:** 09 Apr 2014 - **Accepted:** 11 Dec 2016**)**

## *Abstract*

Crime, Victim and Offender have been focused by many criminologists as builders of criminology's scientific triangle up to today. Meanwhile, the offender can be considered as the most important side of the triangle. There is no doubt that criminal biologists are leaders of the study of criminal characteristics. Biologists who have accepted the criminal type and believed that the offenders are different human beings from non-offenders, with a radical approach and following the theory of biological determinism, and those who have denied the existence of criminal chromosomes and concept of criminal algebra, and considered criminals as human beings with free will, but also with a tendency toward deviant behavior, inspired by sociobiology, With a balance-oriented approach.

Islam, although contains many verses and traditions which focus on the role of biological factors on human destiny, but always interpret the place of man between the realm of algebra and freedom in order to genetic optimization and achieve the ideal of "perfect man", and it never has seen the offender as a creature captured by his indispensable destiny.

***Keywords:*** Criminal biology, Criminal determinism, Criminal tendency, Gene, Atavism

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# Multiplicity of results in ta'zir crimes according to the Islamic penal code 2013

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**(Received:** 07 Jul 2014 - **Accepted:** 11 Dec 2016**)**

## *Abstract*

The topic of multiplicity of results is the following discussion of multiplicity of offenses. Legislator paid attention to the issue of Plurality of results in ta'zir crimes explaining its rule in note 1 of article 134 for the first time in Islamic penal code of 2013. for example, the unit behavior of throwing poisonous materials into rivers (article 688) which lead to waste another animals (Article 679) on One hand, and waste other products (article 685) on the other hand. It is clear that, in this example, there has not committed more than a unit act, but it has leaded to multiple results. In fact, the legislator paid attention to multiple results of the unit act, rather than focusing only on multiplicity of acts. In this regard, some questions arise such as: whether this kind of multiplicity is applicable for the multiple victims or unit victim, the same or different crimes, intentional or unintentional crimes, absolute or conditional crimes, and similar issues.

The method of research is descriptive analysis using library resources. The results indicate that it is an accurate attempt legislating this kind of multiplicity and use it under the substantive multiplicity discussion, and despite the similarity in this legal concept with similar titles, it is different institutions since there is a unit act that leads to multiple substantive results.

***Keywords:*** Crime, Multiplicity of offences, Multiplicity of result, ta'zir

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# The Nature and Bases of the Doctrine of Anticipatory Breach in Figh & Iranian Law

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**(Received:** 02 Oct 2014 **- Accepted:** 11 Dec 2016**)**

## *Abstract*

In the law of contract, one of the effects of contract breach by one party is right of another party in resorting to sanctions (remedies) resulting from the contract breach. But when this right is applicable that, on principle, the due date for performance of contract has been arrived and the promisor dose not performed his contractual obligations. But, occasionally, prior to the due date for performance of obligation, the promisee reasonably conclude that the promisor, for any reason, cannot or will not perform his obligation in due date. In this case ,the doctrine of Anticipatory Breach of Contract propound as a new legal establishment and it permits to the promisee, by Resorting to sanctions (remedies) of this doctrine, to gets rid of his obligations in the contract which will encounters with breach in the future and proportionately enterprises to suspension or termination of contract. The fundamental question is whether such doctrine, which it's origin is Common Law system, can endowed with any position in Figh & Iranian Law it means that, whether, in the Iranian legal system, prior to the due date for performance of obligation, the promise, by invoking to this doctrine, can be resorted to sanctions (remedies) resulting from breach of contract. It appears that it is not always necessary to promisee wait for the due date for performance of commitment, but the promisee could terminate the contract with recourse to the provisions of Anticipatory Breach even before the contract due date, in according to the incontrovertible legal and jurisprudential principles such as "No Loss", "wisdom base" and "themed implied term" Rules. Here, we explaining and analyzing the nature of this theory, try to prove that this theory is justified in Iranian law, and also in Islamic jurisprudence (figh).

***Keywords:*** Contract, Breach of contract, Anticipatory breach, Suspension of contract, Termination of contract

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# Criticizing the amount of legally fixed value or "NISAB" of stolen property as a condition in proving the punishment of theft

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**(Received**: 12 Jun 2016 - **Accepted**: 11 Dec 2016**)**

## *Abstract*

The legislator of the Islamic criminal code in article 268 has stipulated that Theft shall be punishable by "hadd" punishment provided that some collective conditions are met, among them, The stolen property, at the time it was taken out from the herz [the secure place] has a value equal to 4.5 chickpea coined gold or a quarter of a dinar.

This viewpoint, although strengthened with the agreement of the majority of the Imamiah Shia jurisprudents and criminal courts have issued the sentence according the above-mentioned article in some cases, but is not the only one in this subject, some other jurisprudents have an different point of view. Delimiting the "Nisab" of the stolen property to fifth, third, and a whole dinar alongside the main view of the majority are all the views about this subject.

This research, analyzing all the presented viewpoints and studying their proofs, has argued and concluded that the viewpoint of reaching the value of the stolen property to a whole dinar is compatible with jurisprudential standards. Exigency of the principle of Dar'a, and also the maxim of Precaution, and being founded the basement of the punishments on reduction and laxity, are some of the proofs of the writer for his viewpoint.

***Keywords:*** Theft punishment, nisab, fifth of the dinar, quarter of dinar, third of dinar, whole dinar

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# The evolution of Nature of Dissolution of Contract in Shi'it Jurisprudence and Iranian Law, with Comparative Study in England and French Law

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**(Received:** 13 Oct 2014 **- Accepted:** 11 Dec 2016**)**

## *Abstract*

In this article, we has surveyed The evolution of nature of dissolution of contract Shi'it Jurisprudence, Sunni Jurisprudence schools and Iranian Law, with Comparative Study in England and French Law. Goal of this research was explaining the legal nature of dissolution of contract and effect of dissolution of contract in determining the rules and effects of this legal entity, and also indicating the Legal institutions subtle changes in historical context in jurisprudence and legal resources. In present article, we confronted this question whether the dissolution of contract is itself a contract or not, and if it is, what kind of contract is it: certain or uncertain? The result was that, although, Sunni scholars still do not know the dissolution of contract as a contract, but the evolution of the dissolution of contract in Shi'it Jurisprudence has started from being termination, and has ended in being a contract. In Iranian law should go further and consider dissolution of contract as certain contract. Dissolution of contract is an agreement in England law and an uncertain contract in French Law. Therefore, the proposed opinion of Iranian Law and Shi'it Jurisprudence about the nature of dissolution of contract seems to be preferable to other legal systems.

***Keywords:*** dissolution of contract, contract, legal act, legal nature, legal effect, revocation, no detriment

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# How to Realize the Error and Separate it from Mistake in the virtual environment and its Effect on Conclusion of Electronic Contracts

## (Comparative Study in law of Iran, America, Canada, European Union and UNCITRAL Electronic Communication (2005))

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**(Received:** 09 Jul 2014 **- Accepted:** 11 Dec 2016**)**

## *Abstract*

Using of electronic devices, lead to reduce the errors resulting from the use of traditional instruments, however, when using of these devices may also take place various problems for different reasons. What is important is to distinguish between the problems arising from mistake and those from error. The error relates to the measures that apply wrongly by electronic intermediaries, while mistake relate to untrue imagination and substantial matters. However the effects of mistake and error are same in real and virtual environment but in western legal systems, if an error occurs, the fulfillment of conditions such as lack of opportunity to correct the error, warning, fault and lack of enjoyment of goods, services or profit can withdraw the portion of the electronic communication in which the input error was made. In Iranian legal system, according to article 19 and 20 of Electronic Commerce Act, the user can treat the portion of the electronic communication in which the input error was made, as non-transmitted .the goal of this research is making distinguish between mistake and error occurs in real and virtual environment and decide on the validity or invalidity of such kind of actions that not anticipated their sanction in the provisions.

***Keywords:*** Mistake, Error, Electronic Contracts, UNCITRAL Electronic Communications Convention, Comparative Law

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**Quarterly Journal of**
**Judicial Sciences and Administrative Services University**
**(Vol. 20, No.70, Summer 2015)**

**Publisher:** *Judicial Sciences and Administrative Services University*
**Director in Charge:** *Ali Ghasemi (PhD)*
**Editor-in-Chief:** *Sayyed Morteza Qasemzadeh (PhD)*





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# Quarterly Journal Of Judicial Law Views

A Publication of
Judicial Sciences and
Administrative Services University
No. 70