



A Comparative Study of Stipulations within Contracts in Iranian Law and Imami Jurisprudence

Saman Moradipoor

PhD student in private law, Islamic Azad University, Central Tehran Branch, Tehran, Iran

Article info

Received: 11.10.2025

Accepted: 11.12.2025

Available Online: 15.12.2025

Checked for Plagiarism: Yes

Keywords:

Contractual Stipulations, Iranian Civil Law, Imami Jurisprudence, Freedom of Contract, Islamic Law

ABSTRACT

Stipulations within contracts (Shurūṭ Ḍimn al-'Aqd) constitute an essential legal mechanism through which contracting parties can regulate their mutual rights and obligations beyond the principal terms of an agreement. In legal systems influenced by Islamic law, particularly Iranian law, contractual stipulations occupy a central position due to their deep roots in Imami (Ja'fari) jurisprudence. This comparative study examines the concept, legal foundations, and conditions of validity, classifications, and legal effects of stipulations within contracts in Iranian law and Imami jurisprudence, with the aim of identifying points of convergence and divergence between the two systems. In Imami jurisprudence, contractual stipulations are regarded as ancillary commitments attached to the main contract and derive their binding force from both jurisprudential principles and religious sources, most notably the rule that believers are bound by their conditions (al-mu'minūn 'inda shurūṭihim). However, their validity is strictly limited by conformity with Sharia, rationality, feasibility, and consistency with the essence of the contract. Iranian civil law, while largely inspired by these jurisprudential principles, adopts a codified and systematic approach, particularly in articles 234 to 246 of the Iranian civil code, and further reinforces contractual autonomy through article 10, which recognizes the freedom of private agreements within legal boundaries. The findings of this study demonstrate a substantial degree of harmony between Iranian law and Imami jurisprudence, especially in the classification of stipulations into conditions of attribute, act, and result, as well as in the legal consequences of breach. Nevertheless, Iranian law introduces modern legal concepts such as public order, legal certainty, and explicit statutory remedies, which distinguish it from classical jurisprudential analysis. Overall, the study highlights how Iranian law has preserved the substantive foundations of Imami jurisprudence while adapting them to the requirements of a modern legal system.

Introduction

Contracts represent one of the most fundamental legal instruments for regulating social, economic, and personal relationships. Through contracts, individuals are able to organize their interactions, allocate risks, and secure mutual benefits in a predictable and enforceable manner [1]. While every contract is based on essential elements such as offer, acceptance, and consideration (or cause), parties often seek to refine their contractual relationship by adding supplementary provisions. These supplementary provisions, commonly referred to as stipulations or conditions within contracts, play a

critical role in shaping the scope and content of contractual obligations. In legal theory, they function as tools that allow contractual flexibility while simultaneously testing the boundaries of legal validity and enforceability [2].

In Islamic legal thought, contractual stipulations are known as Shurūṭ Ḍimn al-'Aqd and have been the subject of extensive discussion among jurists for centuries [3].

Imami (Ja'fari) jurisprudence, in particular, has developed a rich and nuanced framework for analyzing such stipulations, addressing their nature, classifications, conditions of validity, and legal

*Corresponding Author: **Saman Moradipoor** (saman7500@gmail.com)

effects. These discussions are not merely theoretical; they have had a profound influence on the development of legal systems in jurisdictions where Islamic law serves as a foundational source of legislation. Iranian law provides a clear and significant example of this influence, as its Civil Code is deeply rooted in Imami jurisprudence while also reflecting modern legal concepts and legislative techniques [4].

The importance of contractual stipulations lies in their dual function. On the one hand, they serve as an expression of the parties' autonomy, enabling them to tailor contractual relations according to their specific needs and expectations. On the other hand, they raise complex legal questions regarding limits imposed by law, morality, public order, and the inherent nature of contracts. Without appropriate legal regulation, stipulations could undermine the balance of contractual justice or contradict fundamental legal principles. Consequently, both classical jurisprudence and modern legal systems have sought to strike a balance between respecting private autonomy and safeguarding the integrity of the legal order [5].

Imami jurisprudence approaches contractual stipulations primarily through religious texts, rational principles, and jurisprudential rules. The well-known principle "al-mu'minūn 'inda shurūṭihim" (believers are bound by their stipulations) provides a strong normative basis for the binding force of contractual conditions. At the same time, jurists have emphasized that not all stipulations are valid. Conditions that contradict Sharia, negate the essence of a contract, or impose impossible or irrational obligations are generally deemed invalid. This approach reflects a normative framework in which contractual freedom is recognized but carefully circumscribed by higher legal and moral values.

Iranian law, particularly since the enactment of the Civil Code in the early twentieth century, has transformed many of these jurisprudential principles into codified legal rules. Articles 234 to 246 of the Iranian Civil Code explicitly regulate contractual stipulations, classifying them into conditions of attribute, act, and result, and determining the legal consequences of their breach or invalidity. Furthermore, Article 10 of the Civil Code introduces a broad principle of freedom of contract, recognizing private agreements as binding provided they do not conflict with explicit legal provisions. This article

represents a significant development, as it extends contractual autonomy beyond the specific cases addressed in classical jurisprudence, while still maintaining compatibility with its underlying principles.

Despite the close relationship between Iranian law and Imami jurisprudence, important differences have emerged as a result of codification, modernization, and the influence of contemporary legal concepts. Iranian law places greater emphasis on legal certainty, uniform application of rules, and the explicit recognition of public order and mandatory legal norms. These elements are not absent from jurisprudential discussions, but they are articulated more clearly and systematically in statutory law. As a result, the interaction between Imami jurisprudence and Iranian law offers a valuable case study of how traditional legal thought can be adapted to meet the needs of a modern legal system [6].

The necessity of a comparative study in this field arises from both theoretical and practical considerations. From a theoretical perspective, comparing Imami jurisprudence and Iranian law allows for a deeper understanding of the continuity and transformation of legal concepts across different normative frameworks. From a practical standpoint, such a comparison helps judges, lawyers, and scholars interpret statutory provisions more accurately by appreciating their jurisprudential foundations. It also contributes to resolving ambiguities in legal practice, particularly in cases where contractual stipulations raise questions about validity, enforceability, or remedies.

Accordingly, this study aims to conduct a comparative analysis of stipulations within contracts in Iranian law and Imami jurisprudence. It seeks to examine the concept and legal nature of contractual stipulations, the conditions governing their validity, their classifications, and the legal effects arising from their fulfillment or breach. By identifying similarities and differences between the two systems, the study highlights how Iranian law has preserved the substantive core of Imami jurisprudence while introducing structural and conceptual modifications suited to a modern legal order. Ultimately, this analysis underscores the dynamic relationship between jurisprudence and legislation and illustrates the enduring relevance of classical legal principles in contemporary contract law.

Table 1. Review of Previous Studies on Contractual Stipulations in Iranian Law and Imami Jurisprudence

Field	Title / Focus	Methodology	Key Findings
Imami Jurisprudence	Stipulations within contracts	Jurisprudential analysis	Binding force of stipulations subject to Sharia compliance
Imami Jurisprudence	Conditions in contracts	Doctrinal jurisprudence	Classification of conditions and limits of validity
Imami Jurisprudence	Legal effects of contractual conditions	Analytical jurisprudence	Distinction between valid and void stipulations

Iranian Law	General theory of obligations	Legal doctrinal analysis	Codification of jurisprudential principles in civil law
Iranian Civil Law	Conditions and effects of stipulations	Descriptive analytical	Iranian law mirrors Imami classifications
Comparative Law	Freedom of contract in Iran	Comparative analysis	Expansion of contractual autonomy under Article 10
Legal Theory	Public order and contractual limits	Analytical	Public order as a modern constraint
Islamic Law	Shart-e Natijah	Jurisprudential comparative	Direct legal effects of result-based conditions
Private Law	Breach of stipulations	Case law analysis	Remedies include enforcement and rescission
Comparative Jurisprudence	Invalid conditions	Comparative study	Similarities with differences in legal consequences
Iranian Law	Modern interpretation of stipulations	Analytical critical	Need for dynamic interpretation in contemporary contracts

Analytical Review of Previous Studies

The studies reviewed in Table 1 demonstrate that contractual stipulations have consistently occupied a central position in both Imami jurisprudence and Iranian civil law, although the analytical approaches and emphases have evolved over time. Early jurisprudential works, such as those by Allama Hilli, Shaykh Morteza Ansari, and Najafi, constitute the foundational layer of this body of knowledge. These classical jurists focused primarily on establishing the normative legitimacy of stipulations within contracts, grounding their arguments in religious texts, jurisprudential principles, and rational reasoning. Their analyses underscore the principle that contractual stipulations are binding provided they do not conflict with Sharia, negate the essence of the contract, or impose impossible obligations.

A key contribution of classical jurisprudence, reflected in the first three studies in the table, is the development of a systematic classification of stipulations. The distinction between conditions of attribute, act, and result represents a sophisticated analytical framework that later became directly embedded in Iranian statutory law. This continuity indicates that Iranian lawmakers did not merely draw inspiration from Imami jurisprudence but actively translated its conceptual structures into codified legal rules.

The second group of studies, represented by works such as those of Katouzian, Emami, and Safaei, shifts the focus from purely jurisprudential reasoning to modern legal analysis. These scholars examine how jurisprudential principles have been adapted within the Iranian civil code, particularly in articles 234 to 246 and article 10. Katouzian’s work is especially significant in highlighting how Iranian law systematizes contractual stipulations within the broader theory of obligations, thereby enhancing legal certainty. Emami’s analysis further confirms that the classifications and validity conditions found in Iranian law are largely consistent with Imami jurisprudence, although expressed in a more precise and enforceable statutory language.

Safaei and Langroudi introduce an important modern dimension by emphasizing the role of freedom of contract and public order. Their studies reveal a gradual expansion of contractual autonomy in Iranian law, particularly through article 10 of the civil code. At the same time, they note that this expansion is counterbalanced by the explicit recognition of public order and mandatory legal norms, concepts that are less formally articulated in classical jurisprudence. This reflects a shift from a primarily normative-religious framework to a hybrid system that incorporates modern legal policy considerations.

In sum, the literature demonstrates strong continuity between Imami jurisprudence and Iranian law regarding contractual stipulations, while also highlighting areas of evolution and divergence. The existing research provides a solid theoretical and doctrinal foundation but also indicates the need for further comparative and analytical studies that address contemporary contractual challenges. This study seeks to build upon this body of literature by offering a comprehensive comparative analysis that integrates classical jurisprudence with modern legal developments.

Concept and Definition of Contractual Stipulations

Contractual Stipulations in Imami Jurisprudence:

Contractual stipulations (*Shurūṭ Ḍimn al-Aqd*) occupy a central position in Imami (Ja’fari) jurisprudence, as they represent a primary mechanism through which parties may regulate their contractual relations beyond the essential elements of a contract. Imami jurists have devoted extensive attention to the concept, legal nature, conditions of validity, classifications, and effects of such stipulations, viewing them as an expression of human will that must operate within the boundaries of divine law. The jurisprudential treatment of contractual stipulations reflects a delicate balance

between recognizing contractual freedom and safeguarding the integrity of Sharia.

At the conceptual level, Imami jurisprudence defines a contractual stipulation as an ancillary commitment inserted into a valid contract, whereby one party undertakes to perform or refrain from a specific act, or whereby a certain legal effect is intended to arise. Jurists generally distinguish stipulations from the essential components (arkān) of a contract, such as offer and acceptance. While stipulations are not necessary for the formation of a contract, they acquire binding force once included in a valid agreement. Their enforceability is therefore dependent on the existence and validity of the principal contract.

The primary jurisprudential basis for the binding nature of contractual stipulations is the well-known principle “al-mu’minūn ‘inda shurūṭihim” (believers are bound by their stipulations). This rule, derived from prophetic traditions and widely accepted among Imami jurists, establishes a general presumption in favor of enforcing conditions agreed upon by the parties. In addition to this principle, jurists rely on Qur’anic injunctions emphasizing the fulfillment of covenants and promises, as well as rational arguments supporting respect for human autonomy and trust in transactions. Together, these sources form a coherent normative foundation for recognizing the validity of contractual stipulations.

Despite this general acceptance, Imami jurisprudence does not treat all stipulations as automatically valid. Jurists have developed detailed criteria to determine the validity or invalidity of contractual conditions. One of the most fundamental requirements is conformity with Sharia. Any stipulation that contradicts an explicit religious rule, permits what is prohibited, or prohibits what is permitted is considered void. For example, a condition that legitimizes usury or nullifies mandatory religious obligations cannot be upheld, regardless of the parties’ consent.

Another essential condition is that the stipulation must not contradict the essence or inherent purpose of the contract. Imami jurists argue that every contract has a natural legal effect (muqtada al-aqd) that cannot be negated by stipulation. For instance, a condition that deprives a sale contract of its core effect namely, the transfer of ownership would be deemed invalid. In such cases, jurists differ on whether the invalidity of the stipulation affects the validity of the contract itself, depending on the degree to which the condition undermines the contractual structure.

Feasibility and rational benefit also play a significant role in determining validity. A stipulation must be practically possible and rationally meaningful. Conditions that are impossible to fulfill, whether physically or legally, are considered void. Similarly, stipulations lacking any reasonable benefit are often rejected, as they contradict the

rational basis of contractual commitments. This requirement reflects the broader jurisprudential principle that legal rules must be grounded in reason and practical utility.

Imami jurisprudence also provides a sophisticated classification of contractual stipulations, which has significantly influenced later legal systems. Jurists traditionally divide stipulations into three main categories: conditions of attribute (sharṭ al-ṣifa), conditions of act (sharṭ al-fi‘l), and conditions of result (sharṭ al-natījah). Conditions of attribute relate to specific qualities of the subject matter of the contract, such as stipulating that a sold item possesses certain characteristics. Conditions of act impose an obligation on one of the parties to perform or refrain from a particular action, either during or after the contract. Conditions of result aim to bring about an immediate legal effect upon the conclusion of the contract, such as the transfer of a particular right.

The legal effects of contractual stipulations in Imami jurisprudence depend on their type and validity. In the case of valid stipulations, the obligated party must fulfill the condition, and failure to do so constitutes a breach of contract. The beneficiary of the stipulation may, depending on the circumstances, demand performance or exercise a right of termination (khiyār). Jurists have extensively debated the scope of these remedies, particularly in relation to conditions of act and result.

In conclusion, contractual stipulations in Imami jurisprudence represent a well-developed and coherent legal institution grounded in religious, rational, and ethical principles. While the system firmly upholds the binding nature of valid stipulations, it also imposes clear limitations to ensure compatibility with Sharia, contractual integrity, and rationality. This nuanced approach has not only shaped classical jurisprudential discourse but has also played a decisive role in influencing modern legal systems, most notably Iranian civil law, where these principles have been codified and adapted to contemporary legal needs.

Contractual Stipulations in Iranian Law

Contractual stipulations constitute a fundamental component of contract law in Iran, serving as a legal mechanism through which parties may shape and refine their contractual relationships beyond the essential elements of a contract. Iranian law, particularly as embodied in the civil code, has devoted specific and detailed provisions to the regulation of such stipulations, reflecting both its strong roots in Imami (Ja‘fari) jurisprudence and its adaptation to modern legal concepts. Through codification, Iranian law has transformed classical jurisprudential discussions into a structured and systematic legal framework aimed at enhancing legal certainty and predictability.

Although the Iranian civil code does not provide a single, explicit definition of contractual stipulations, their legal nature can be inferred from articles 234 to 246. In general terms, a contractual stipulation is understood as a subsidiary obligation or condition agreed upon by the parties within a valid contract, the purpose of which is to impose an additional duty, define a specific attribute, or bring about a particular legal effect. These stipulations are not considered essential elements of contract formation; however, once validly included, they acquire binding force and become enforceable as part of the contractual relationship.

The primary statutory basis for contractual stipulations in Iranian law is found in article 234 of the civil code, which adopts a tripartite classification of conditions. According to this provision, stipulations are divided into conditions of attribute (*shart-e şifat*), conditions of act (*shart-e fi'l*), and conditions of result (*shart-e natijah*). This classification, directly derived from Imami jurisprudence, demonstrates the continuity between classical legal thought and modern Iranian legislation. Conditions of attribute relate to specific qualities of the subject matter of the contract, such as stipulating that a sold property has certain features. Conditions of act require one of the parties to perform or refrain from a specific action, either during or after the conclusion of the contract. Conditions of result aim to produce an immediate legal effect, such as the transfer or creation of a right upon the conclusion of the contract.

In addition to this specific classification, Iranian law recognizes a broader principle of contractual autonomy through article 10 of the civil code. This provision affirms that private agreements are binding provided they do not conflict with explicit legal rules. Article 10 significantly expands the scope of permissible stipulations by allowing parties to include conditions not expressly regulated in the code, thereby reinforcing the modern doctrine of freedom of contract. Nevertheless, this freedom is not absolute and is subject to statutory limitations designed to protect public order and mandatory legal norms.

The validity of contractual stipulations in Iranian law is governed by clear and explicit criteria. Article 232 of the civil code declares void any condition that is impossible, useless, or contrary to law and public order. These requirements closely mirror the conditions recognized in Imami jurisprudence, such as feasibility and legality, while also introducing modern legal concepts such as public order. By explicitly referring to public order, Iranian law ensures that private agreements do not undermine fundamental social, economic, or moral interests recognized by the legal system.

The legal effects of contractual stipulations and the consequences of their breach are regulated in articles 237 to 239 of the civil code. When a party fails to

fulfill a valid stipulation, the beneficiary may compel performance through legal means. If performance becomes impossible, the law grants the right to rescind the contract. This clear articulation of remedies reflects a significant advancement over classical jurisprudential discussions, as it provides judges and contracting parties with a predictable and uniform framework for resolving disputes.

Another important aspect of Iranian law is the treatment of invalid stipulations. In principle, the invalidity of a stipulation does not necessarily affect the validity of the main contract, unless the stipulation is so closely connected to the contract that it undermines its essence. This approach reflects a pragmatic balance between preserving contractual stability and preventing the enforcement of unlawful conditions.

In conclusion, contractual stipulations in Iranian law represent a sophisticated legal institution that combines jurisprudential heritage with modern legislative structure. By codifying the principles of Imami jurisprudence and supplementing them with concepts such as freedom of contract, public order, and legal certainty, Iranian law provides a comprehensive and adaptable framework for regulating contractual conditions. This framework not only facilitates private autonomy but also ensures that contractual relations operate within clear and enforceable legal boundaries, making contractual stipulations a vital element of contemporary Iranian contract law [3].

Legal Basis and Theoretical Foundations

Jurisprudential Foundations:

The jurisprudential foundations of contractual stipulations (*Shurūṭ Dimn al-Aqd*) in Imami (*Ja'fari*) jurisprudence are deeply rooted in the primary and secondary sources of Islamic law, as well as in rational principles governing human transactions. These foundations collectively establish both the legitimacy and the binding force of stipulations within contracts, while simultaneously defining the limits within which contractual freedom may be exercised. Understanding these foundations is essential for appreciating how classical jurisprudence has shaped modern legal approaches, particularly in Iranian law.

At the textual level, the Qur'an provides a general normative framework that emphasizes the sanctity of contracts and the obligation to fulfill agreements. Verses such as "O you who believe, fulfill your covenants" (Qur'an 5:1) are frequently cited by jurists as evidence that commitments voluntarily undertaken by individuals carry moral and legal weight. Although the Qur'an does not explicitly address contractual stipulations in technical terms, its emphasis on *الوفاء بالعقود* (fulfillment of contracts) is understood to encompass both the principal obligations of a contract and the ancillary conditions agreed upon by the parties, provided they are lawful.

The most explicit jurisprudential basis for contractual stipulations is found in the traditions (Hadith), particularly the well-known maxim “*al-mu'minūn 'inda shurūṭihim*” (believers are bound by their stipulations). This principle has been widely accepted among Imami jurists and is considered a cornerstone of the law of stipulations. It establishes a presumption of enforceability for contractual conditions and reflects a broader ethical commitment to honesty, trust, and reliability in social and economic dealings. Jurists interpret this maxim as granting parties the authority to create binding obligations through mutual consent, while also acknowledging implicit limitations derived from Sharia.

In addition to textual sources, consensus (*ijmā*) among Imami jurists has played a significant role in solidifying the legitimacy of contractual stipulations. While jurists may differ on the validity of specific types of conditions or on the consequences of their breach, there is broad agreement that stipulations, as a general institution, are permissible and binding within lawful boundaries. This consensus reinforces the stability and continuity of jurisprudential doctrine across different historical periods.

Rational reasoning (*'aql*) constitutes another crucial foundation. Imami jurisprudence accords a prominent role to reason in the development and interpretation of legal rules, particularly in the domain of transactions (*mu'āmalāt*). From a rational perspective, allowing parties to include stipulations in contracts promotes predictability, reduces uncertainty, and facilitates cooperation by enabling individuals to address potential contingencies in advance. Jurists argue that rational individuals naturally seek to protect their interests through conditions, and that recognizing such practices is consistent with the objectives of justice and social order [4].

At the same time, jurisprudential foundations also impose clear limitations on contractual stipulations. One of the most significant constraints is the requirement that stipulations must not contradict divine law. Jurists maintain that human autonomy in contracting is subordinate to Sharia, and that no agreement can legitimize what is inherently unlawful or invalidate what is obligatory. This principle ensures that contractual freedom does not undermine the moral and normative structure of Islamic law.

Another important limitation derives from the concept of *muqtada al'aqd*, or the inherent effect of a contract. Jurisprudential analysis holds that each type of contract has essential legal consequences that cannot be nullified by stipulation. Conditions that negate the very purpose of a contract are therefore considered invalid. This doctrine reflects a concern for preserving the internal coherence and functional integrity of contractual institutions.

In sum, the jurisprudential foundations of contractual stipulations in Imami jurisprudence rest on a complex interaction between textual authority, consensus, rationality, and normative limitations [5].

Foundations in Iranian Civil Law

The foundations of contractual stipulations in Iranian civil law are shaped by a combination of jurisprudential heritage and modern legislative principles. Iranian law, particularly through the civil code enacted in the early twentieth century, reflects a deliberate effort to codify the rules of Imami (Ja'fari) jurisprudence while simultaneously accommodating the needs of a modern legal system. As a result, the legal foundations of contractual stipulations in Iran are grounded in statutory provisions, general principles of contract law, and broader policy considerations such as legal certainty and public order.

One of the most important statutory foundations for contractual stipulations in Iranian law is article 10 of the civil code. This provision establishes the general principle of freedom of contract by recognizing that private agreements are binding provided they do not contradict explicit legal rules. Article 10 serves as a flexible and overarching legal basis that legitimizes a wide range of contractual stipulations, including those not expressly mentioned elsewhere in the code. By endorsing private autonomy within defined limits, this article marks a significant development beyond classical jurisprudence, where contractual freedom was recognized but articulated in a more fragmented and case-specific manner.

In addition to article 10, articles 219 and 221 of the civil code reinforce the binding force of contractual obligations, including stipulations. Article 219 provides that contracts concluded in accordance with the law are binding on the parties and their successors, except where rescission is permitted by law. This general rule applies equally to principal contractual obligations and to valid stipulations contained within the contract. Article 221 further establishes that failure to perform contractual obligations gives rise to legal liability, thereby extending enforceability to contractual conditions as well.

The most explicit statutory regulation of contractual stipulations appears in articles 234 to 246 of the civil code. These provisions define the types of stipulations, the conditions of their validity, and the legal consequences of their breach or invalidity. Article 234 adopts the tripartite classification of stipulations into conditions of attribute, act, and result, a structure directly borrowed from Imami jurisprudence. This codification reflects the legislature's intention to preserve jurisprudential concepts while presenting them in a clear and accessible legal form suitable for judicial application [6].

Article 232 of the civil code plays a crucial role in defining the limits of permissible stipulations. According to this article, conditions that are impossible, useless, or contrary to law and public order are void. The explicit reference to public order represents a modern legal concept that supplements traditional jurisprudential limitations. While classical jurisprudence addressed similar concerns through notions of morality and Sharia compliance, Iranian law articulates these concerns in a secular and institutionalized manner, thereby enhancing clarity and uniformity in legal interpretation.

Another important foundation lies in the remedies provided for the breach of stipulations. Articles 237 to 239 regulate the rights of the beneficiary of a condition when the obligated party fails to perform. These provisions allow for compulsory performance and, in cases of impossibility, grant the right to rescind the contract. By clearly defining these remedies, Iranian civil law strengthens the practical effectiveness of contractual stipulations and reduces judicial uncertainty.

Moreover, Iranian civil law adopts a pragmatic approach to the relationship between invalid stipulations and the validity of the main contract. In principle, the invalidity of a stipulation does not affect the contract unless the condition is essential to the parties' intent or undermines the nature of the contract. This approach reflects a policy preference for preserving contractual stability while preventing the enforcement of unlawful conditions.

In conclusion, the foundations of contractual stipulations in Iranian civil law rest on a structured interplay between statutory rules, jurisprudential concepts, and modern legal principles. Through provisions such as articles 10, 232, and 234 to 246 of the civil code, Iranian law recognizes contractual stipulations as binding and enforceable instruments, while also imposing clear limitations to protect public order and legal integrity. This framework demonstrates how Iranian civil law has successfully integrated its jurisprudential roots with contemporary legislative objectives, providing a coherent and adaptable basis for contractual stipulations in modern legal practice.

Conditions of Validity

Conditions in Imami Jurisprudence:

In Imami (Ja'fari) jurisprudence, contractual stipulations (*Shurūṭ Ḍimn al-Aqd*) are not regarded as automatically valid merely by virtue of the parties' consent. Rather, jurists have developed a detailed set of conditions that determine whether a stipulation is legally effective and binding. These conditions are derived from religious texts, jurisprudential principles, and rational analysis, and they serve to balance contractual freedom with the normative requirements of Sharia and the internal coherence of contractual institutions.

One of the most fundamental conditions for the validity of a stipulation in Imami jurisprudence is its conformity with Sharia. A condition that contradicts an explicit religious rule is considered void, regardless of the parties' agreement. Jurists emphasize that human autonomy in contracting cannot override divine law. For example, a stipulation that permits a prohibited act, such as usury, or nullifies a mandatory obligation, such as the payment of *zakat* when applicable, is invalid. This requirement reflects the hierarchical relationship between contractual will and religious norms in Islamic legal theory.

A second essential condition is that the stipulation must not contradict the essence or inherent effect of the contract (*muqtada al-aqd*). Each type of contract in Imami jurisprudence has a natural legal purpose and effect that defines its identity. Jurists argue that stipulations negating these essential effects undermine the very nature of the contract and are therefore invalid. For instance, in a sale contract, a condition that denies the transfer of ownership from seller to buyer would be incompatible with the essence of sale. Jurisprudential debate exists as to whether such an invalid condition renders the entire contract void or merely nullifies the stipulation itself, but there is broad agreement on the invalidity of the condition.

Feasibility constitutes another critical condition. A valid stipulation must be capable of performance, either physically or legally. Conditions that require an impossible act, such as performing a physically unattainable task or achieving a legally prohibited result, are deemed void. Jurists distinguish between impossibility existing at the time of contract formation and impossibility arising later; however, in both cases, the stipulation loses its binding force. This requirement ensures that contractual obligations remain grounded in practical reality.

Rational benefit and legitimacy also play a significant role in determining validity. Imami jurists generally hold that a stipulation must have a reasonable and legitimate benefit for at least one of the parties. Conditions that are considered irrational, purposeless, or devoid of any meaningful benefit are often rejected, as they conflict with the rational foundations of contractual obligation. This condition is closely linked to the broader jurisprudential principle that legal rules should promote utility and prevent harm.

Another important condition concerns clarity and determinacy. Although classical jurists did not always articulate this requirement in modern legal terminology, they emphasized that stipulations must be sufficiently clear to avoid excessive uncertainty (*gharar*). Ambiguous or indeterminate conditions that give rise to serious doubt regarding their content or scope may be deemed invalid, particularly if they affect the balance of obligations between the parties.

Finally, some jurists have highlighted the requirement that a stipulation must be incorporated into a valid contract and agreed upon at the time of its conclusion or in a manner recognized by law. A condition imposed unilaterally or introduced without mutual consent lacks binding force. This requirement underscores the contractual nature of stipulations and their dependence on mutual agreement.

In conclusion, the conditions governing contractual stipulations in Imami jurisprudence form a coherent and restrictive framework designed to ensure that contractual freedom operates within lawful, rational, and ethical boundaries. By requiring conformity with Sharia, consistency with the essence of the contract, feasibility, rational benefit, and clarity, Imami jurisprudence provides a robust system for evaluating the validity of contractual conditions. These principles have not only shaped classical jurisprudential discourse but have also profoundly influenced modern legal systems, particularly Iranian civil law, where they have been codified and refined.

Conditions in Iranian Law

Iranian law largely mirrors jurisprudential requirements. Article 232 of the civil code declares void any condition that is:

- ✓ Impossible.
- ✓ Useless.
- ✓ Contrary to law or public order.

The similarity between the two systems is evident; however, Iranian law explicitly introduces the concept of public order, which is less formally articulated in classical jurisprudence.

Classification of Contractual Stipulations

In Imami Jurisprudence:

Jurisprudence typically classifies stipulations into:

- ✓ **Conditions of Attribute** (Shart-e Şifat): relating to qualities of the subject matter.
- ✓ **Conditions of Act** (Shart-e Fi'l): obliging a party to perform or avoid an act.
- ✓ **Conditions of Result** (Shart-e Natġjah): producing an immediate legal effect.

This tripartite classification reflects the analytical depth of jurisprudential discussions.

In Iranian Civil Law

Iranian civil law adopts a clear and systematic classification of contractual stipulations, primarily codified in article 234 of the Iranian civil code. This classification, which is directly inspired by Imami (Ja'fari) jurisprudence, divides contractual stipulations into three main categories: conditions of attribute (shart-e şifat), conditions of act (shart-e fi'l), and conditions of result (shart-e natġjah). This tripartite framework plays a crucial role in determining the legal nature, effects, and remedies associated with each type of stipulation, thereby

enhancing legal clarity and predictability in contractual relations [6].

The first category, conditions of attribute, refers to stipulations that relate to specific qualities or characteristics of the subject matter of the contract. These conditions typically concern the existence of a particular attribute at the time of contract formation. For example, in a contract of sale, the buyer may stipulate that the sold property possesses certain physical, legal, or functional characteristics. If the stipulated attribute does not exist, the condition is deemed unfulfilled. Under Iranian law, failure to satisfy a condition of attribute may entitle the beneficiary to remedies such as rescission of the contract or compensation, depending on the circumstances and the nature of the defect. These conditions are closely connected to issues of consent and expectations, as they often influence a party's decision to enter into the contract.

The second category, conditions of act, consists of stipulations that require one of the parties to perform or refrain from a specific act. These acts may relate directly to the subject matter of the contract or concern a separate obligation undertaken alongside the principal contract. Conditions of act are among the most common types of stipulations in Iranian contractual practice. Examples include an obligation to repair property, to refrain from transferring ownership for a certain period, or to perform a service after the conclusion of the contract. According to articles 237 and 238 of the civil code, if the obligated party fails to perform the stipulated act, the beneficiary may compel performance through legal means or, if performance becomes impossible, seek rescission of the contract. This category highlights the dynamic and ongoing nature of contractual obligations in Iranian law [7].

The third category, conditions of result, refers to stipulations that aim to produce an immediate legal effect upon the conclusion of the contract, without the need for further action by the parties. In this case, the legal result is considered to arise automatically as a consequence of the stipulation itself. An example of a condition of result is a stipulation in a contract of sale whereby ownership of a related right or benefit is transferred simultaneously with the main contract. Conditions of result are distinct from conditions of act because they do not require subsequent performance; their legal effect is realized instantly upon the formation of the contract. Iranian law recognizes the validity of such conditions provided they do not conflict with mandatory legal rules or the essence of the contract.

The significance of this classification in Iranian civil law lies not only in its conceptual clarity but also in its practical implications. Each category of stipulation entails different legal consequences, particularly in cases of non-fulfillment or dispute. By clearly distinguishing between attributes, acts, and results, the civil code enables courts to

determine the appropriate remedies and to assess whether a stipulation has been properly fulfilled or breached [8].

In conclusion, the classification of contractual stipulations in Iranian civil law reflects a successful synthesis of jurisprudential tradition and modern legal codification. By adopting the tripartite framework of conditions of attribute, act, and result, Iranian law provides a structured and coherent approach to understanding and applying contractual stipulations. This classification not only facilitates judicial interpretation but also enhances contractual certainty, allowing parties to structure their agreements with greater precision and confidence.

Legal Effects and Consequences of Breach Effects in Imami Jurisprudence:

In the event of a breach, the beneficiary of the stipulation may:

- ✓ Demand performance of the condition.
- ✓ Exercise the option of termination (*khiyār al-shart*) if stipulated or implied.

The availability of remedies depends on the type of condition and the parties' intentions.

Effects in Iranian Law

In Iranian civil law, contractual stipulations (*shurūṭ ḍimn al-aqd*) are legally binding once validly incorporated into a contract, and the law explicitly regulates the consequences of their breach. These provisions aim to balance the parties' freedom to define their obligations with the need for enforceability and legal certainty. The civil code provides a structured framework for addressing both the fulfillment and non-fulfillment of stipulations, including remedies available to the aggrieved party, thereby ensuring that contractual conditions function effectively within the broader legal system. The general principle governing the enforceability of contractual stipulations is codified in articles 234 to 246 of the civil code. According to these provisions, a stipulation is considered valid and binding if it satisfies the conditions of legality, feasibility, usefulness, and compliance with public order. Once a stipulation meets these requirements, the obligated party is legally required to perform it, and failure to do so constitutes a breach that triggers legal consequences.

The primary legal effect of a breach depends on the type of stipulation. For conditions of act (*shart-e fi'l*), which require a party to perform or refrain from a specific act, the beneficiary of the stipulation has the right to demand performance. Iranian law allows judicial enforcement of the obligation, compelling the obligated party to fulfill the condition. If performance is impossible due to circumstances beyond the obligated party's control, the aggrieved party may seek rescission of the contract or claim damages as compensation for the loss suffered. This dual mechanism specific performance or rescission

ensures both the protection of contractual expectations and practical remedies for non-performance [9].

Conditions of attribute (*shart-e shifāt*), which relate to specific qualities or characteristics of the subject matter, have a slightly different legal effect. If the stipulated attribute is absent, the beneficiary may treat the stipulation as unfulfilled. In cases where the absence of the attribute materially affects the value or usability of the contracted item, the civil code permits remedies such as annulment of the contract, reduction of the purchase price, or damages. This approach ensures that the parties' expectations regarding essential characteristics are legally safeguarded.

Conditions of result (*shart-e naṭījah*) differ in that their legal effect arises automatically upon the conclusion of the contract. In the event of non-fulfillment, the breach is considered a failure to realize the stipulated legal effect. Iranian law allows the aggrieved party to claim remedies appropriate to the situation, including enforcement of the result or, if enforcement is impossible, termination of the contract and compensation. The automatic nature of conditions of result highlights the immediate legal significance of such stipulations and underscores the importance of drafting precise and enforceable conditions [10].

In addition to these specific remedies, Iranian law provides a general framework for addressing invalid stipulations. Article 232 of the civil code declares that conditions which are impossible, useless, or contrary to law or public order are void. The invalidity of a stipulation generally does not affect the validity of the main contract unless the condition is essential to the parties' intent. This principle ensures that contractual stability is preserved even when individual stipulations are unenforceable.

The legal framework also emphasizes the importance of good faith (*bona fide*) in enforcing contractual stipulations. Obligated parties are expected to perform conditions honestly and diligently, and courts are authorized to assess both compliance and reasonableness in the event of a dispute. This approach aligns with broader principles of fairness and justice in Iranian contract law, providing additional protection for the parties and reinforcing the legitimacy of enforcement mechanisms.

In conclusion, the legal effects and consequences of breach of contractual stipulations in Iranian law are clearly articulated, reflecting a balance between jurisprudential heritage and modern legal principles. The civil code provides remedies tailored to the type of stipulation, including specific performance, rescission, and compensation, while also addressing invalid or unenforceable conditions. This structured approach ensures that contractual stipulations are meaningful, enforceable, and integrated into a coherent legal system, thereby enhancing

predictability, fairness, and contractual autonomy in contemporary Iranian law [11].

Comparative Analysis: Similarities and Differences

A comparative analysis of contractual stipulations in Imami jurisprudence and Iranian civil law reveals both significant continuities and notable adaptations that reflect the evolution of legal thought from classical jurisprudence to modern statutory codification. By examining the conceptual foundations, conditions for validity, classification, and legal effects, it is possible to identify areas of convergence as well as points of divergence between the two systems.

Conceptual Continuity: Both Imami jurisprudence and Iranian civil law recognize contractual stipulations as ancillary obligations or conditions that supplement the main contractual terms. In both frameworks, stipulations are not essential for contract formation but acquire binding force once validly included. This shared understanding underscores a conceptual continuity: contractual freedom is acknowledged, yet conditioned by normative limits. In Imami jurisprudence, these limits derive from Sharia, rationality, and the inherent purpose of the contract (*muqtada al-aqd*), whereas in Iranian law, they are codified through statutory provisions such as articles 232 and 234-246 of the civil code.

Validity Conditions: The conditions governing the validity of stipulations are largely similar in both systems. In both Imami jurisprudence and Iranian law, stipulations must not contradict legal or ethical norms, must be feasible, and must not undermine the essential purpose of the contract. However, Iranian law incorporates modern concepts such as public order (*nizam-e 'omumi*) and explicit statutory limitations, which provide a clearer and more systematic framework for judicial interpretation. In contrast, Imami jurisprudence relies on a combination of religious texts, consensus, and rational principles to determine validity, which can sometimes result in more interpretive flexibility [11].

Classification: The tripartite classification of stipulations into conditions of attribute, act, and result is shared between Imami jurisprudence and Iranian civil law. This demonstrates the direct influence of classical jurisprudential thought on the codified legal system. The classification provides both doctrinal clarity and practical utility, guiding parties in structuring contracts and enabling courts to determine appropriate remedies. While the conceptual framework is identical, Iranian law formalizes this classification within statutory

language and aligns it with modern procedural and enforcement mechanisms [12].

Legal Effects and Remedies: Both systems recognize that valid stipulations create enforceable obligations, and failure to perform a stipulation constitutes a breach. In Imami jurisprudence, remedies include specific performance, rescission, or compensation, depending on the type of stipulation and the circumstances of non-fulfillment. Iranian civil law codifies these remedies more explicitly, detailing the rights of the beneficiary and the responsibilities of the obligated party under articles 237-239. Moreover, Iranian law differentiates between stipulations that are invalid, impossible, or contrary to public order and establishes rules on how such invalidity affects the main contract an area that, while discussed in jurisprudential texts, is less systematically articulated [13].

Divergences: While the foundations and principles are largely continuous, Iranian civil law introduces several key divergences. First, the codified system incorporates modern legal concepts such as public order, legal certainty, and standardized remedies, which formalize the enforcement of stipulations. Second, the statutory framework provides more predictable and uniform judicial guidance compared to the interpretive discretion inherent in jurisprudential reasoning. Third, Iranian law expands contractual autonomy under Article 10, allowing parties to include stipulations beyond traditional jurisprudential categories, provided they do not conflict with mandatory legal rules. This reflects a shift toward greater flexibility and adaptability in modern commercial and civil transactions [14].

Overall Assessment: The comparative analysis illustrates a strong continuity between Imami jurisprudence and Iranian civil law in both theory and practice, particularly regarding the binding nature of stipulations, their classification, and the conditions for validity. At the same time, Iranian law demonstrates an evolution that codifies and adapts these principles to contemporary legal, social, and economic realities. By integrating jurisprudential foundations with modern legislative techniques, Iranian civil law provides a more systematic, clear, and enforceable framework for contractual stipulations, while still preserving the substantive essence of classical Imami thought.

In conclusion, the similarities highlight the enduring influence of Imami jurisprudence on Iranian law, while the differences reveal the adaptive capacity of a codified legal system to meet modern contractual and societal needs. This duality underscores the dynamic interplay between classical jurisprudential reasoning and contemporary legal development,

offering a robust and flexible framework for contractual relations in Iran today [15].

Table 2. Comparative Analysis of Concept and Legal Foundations

Aspect	Imami Jurisprudence	Iranian Civil Law	Remarks
Definition of Stipulation	Ancillary commitments that supplement the main contract	Subsidiary obligations incorporated into a contract, enforceable under Articles 234-246	Both systems recognize stipulations as non-essential but binding once included
Legal Basis	Qur'an, Hadith (al-mu'minūn 'inda shurūḥihim), consensus (ijmā'), rational reasoning	Articles 10, 219-221, 234-246 Civil Code; codification of jurisprudential principles	Iranian law codifies principles with explicit statutory support
Purpose	To regulate rights and duties beyond main obligations	To clarify, extend, or condition contractual performance	Similar purpose; Iranian law formalizes application
Binding Force	Derived from Sharia and moral obligation	Derived from statutory law and enforceability through courts	Both systems enforce stipulations, but enforcement mechanism differs
Role of Autonomy	Recognized but limited by Sharia and contract essence	Recognized under Article 10; limited by law, public order, and mandatory norms	Iranian law broadens contractual freedom while maintaining limits

The table (2) highlights the foundational aspects of contractual stipulations in both Imami jurisprudence and Iranian civil law. In both systems, stipulations are considered ancillary commitments, supplementary to the main contract. They do not constitute essential elements required for contract formation, such as offer and acceptance, yet they acquire binding force once properly included. This conceptual continuity reflects a shared recognition of contractual autonomy, balanced by normative constraints. In Imami jurisprudence, the binding force of stipulations is derived primarily from Sharia, supported by foundational texts including the Qur'an and Hadith, particularly the maxim "al-mu'minūn 'inda shurūḥihim" ("believers are bound by their stipulations"). Jurists further reinforce this authority through consensus (ijmā') and rational principles, emphasizing fairness, predictability, and social utility. Thus, in the classical framework, contractual freedom is inherently contextualized within religious and ethical norms [16].

Iranian civil law, by contrast, codifies these principles into a statutory framework. Articles 234-246 of the civil code define stipulations, their classification, and their legal consequences. Article 10 reinforces the principle of contractual freedom by allowing parties to include private stipulations, provided they do not conflict with mandatory legal norms. Unlike the jurisprudential approach, which relies heavily on interpretive reasoning and moral obligation, Iranian law provides concrete legal mechanisms for enforcement through courts, creating a more predictable and uniform system.

Despite these differences, both systems share a clear conceptual goal: to allow contracting parties to regulate their rights and obligations beyond the essential terms of the contract. The purpose of stipulations in both frameworks is to clarify responsibilities, reduce uncertainty, and facilitate fair outcomes. However, Iranian law formalizes this role by explicitly linking it to enforceable remedies and judicial oversight, whereas Imami jurisprudence relies on moral and religious legitimacy to sustain enforceability [17].

Autonomy is another area of convergence and divergence. In Imami jurisprudence, parties' freedom to impose stipulations is recognized but circumscribed by Sharia, the essence of the contract, feasibility, and rationality. In contrast, Iranian law, while preserving these limitations, expands contractual autonomy through article 10 and codified rules, allowing broader discretion in designing stipulations. This demonstrates how Iranian law preserves the substantive foundation of classical jurisprudence while adapting to modern legal realities [18].

In sum, the first comparative table underscores the conceptual and normative continuity between Imami jurisprudence and Iranian law, while also highlighting the innovations introduced by statutory codification. Both systems emphasize the ancillary and binding nature of stipulations, but Iranian law enhances predictability, enforceability, and flexibility within a modern legal framework.

Table 3. Comparative Analysis of Conditions for Validity of Stipulations

Aspect	Imami Jurisprudence	Iranian Civil Law	Remarks
--------	---------------------	-------------------	---------

Conformity with Law	Must comply with Sharia; cannot permit prohibited acts or negate obligatory duties	Must not contradict law or public order (Art. 232)	Both systems require legality; Iranian law codifies this explicitly
Feasibility	Must be physically and legally possible	Must be possible and practical; impossible stipulations are void	Similar approach; both reject impossible conditions
Rational Benefit	Must have legitimate purpose and benefit	Must have usefulness; useless stipulations are void	Both systems require stipulations to be meaningful
Consistency with Contract Essence	Cannot undermine core purpose (muqtada al-‘aqd)	Cannot negate essential contractual effects	Directly aligned; Iranian law codifies the concept for clarity
Clarity and Determinacy	Stipulations must be clear to avoid excessive doubt	Conditions must be sufficiently definite; ambiguity can render them invalid	Iranian law formalizes clarity requirement; jurisprudence emphasizes practical certainty
Consent Requirement	Must be mutually agreed upon	Must be incorporated in a valid contract with parties’ consent	Both recognize mutual agreement as a foundational requirement

The table (3) examines the conditions that determine the validity of contractual stipulations in both Imami jurisprudence and Iranian civil law. These conditions serve as essential safeguards, ensuring that stipulations are not only legally binding but also consistent with ethical, rational, and contractual principles. While the foundational criteria are remarkably similar across both systems, their articulation and enforcement demonstrate a shift from classical jurisprudential reasoning to codified legal norms [19].

In Imami jurisprudence, the primary condition for validity is conformity with Sharia. Stipulations that contradict religious obligations, permit prohibited actions, or nullify mandatory duties are inherently void. This requirement ensures that contractual autonomy does not supersede divine law. Jurists often emphasize that the legitimacy of stipulations is grounded in a combination of textual sources, consensus (ijmā), and rational analysis. Feasibility is another critical condition: a stipulation must be physically and legally possible at the time of contract formation. Jurists distinguish between impossibility at inception and subsequent impossibility, and in either case, the stipulation loses enforceability. The rational benefit condition further restricts stipulations to those that serve a legitimate purpose or provide meaningful benefit, aligning contractual freedom with social utility and fairness. Consistency with the essence of the contract (muqtada al-‘aqd) is a distinctive feature of Imami jurisprudence. Jurists maintain that stipulations cannot negate the inherent purpose or legal effects of a contract. For example, a condition that prevents ownership transfer in a sale would undermine the very nature of the transaction and is therefore invalid. Clarity and determinacy are also emphasized, though articulated in practical rather than formal terms. Stipulations must be sufficiently

precise to avoid excessive uncertainty (gharar), which could render them unenforceable [20-22]. Iranian civil law largely mirrors these jurisprudential conditions but codifies them with greater precision. Article 232 explicitly renders impossible, useless, or unlawful stipulations void, encompassing both moral and legal limitations. The requirement for feasibility is incorporated into statutory language, making it easier for courts to determine enforceability. The notion of rational benefit is articulated as the usefulness of the stipulation, aligning with classical principles but formalized for judicial application. Similarly, consistency with the contract’s essence is recognized, ensuring that stipulations cannot nullify fundamental contractual effects, thereby preserving legal stability [22-24]. Consent and clarity are also codified in Iranian law. Stipulations must be mutually agreed upon and sufficiently definite to allow enforceable rights and obligations. Whereas Imami jurisprudence relies on interpretive reasoning and practical certainty, Iranian law provides explicit criteria, reducing ambiguity and increasing predictability in judicial enforcement. Furthermore, public order and mandatory legal norms act as additional safeguards, providing modern policy-oriented limitations absent in classical jurisprudence [25-27].

In conclusion, the comparison reveals strong alignment between the two systems regarding conditions for validity. Both emphasize legality, feasibility, and rational benefit, consistency with the contract, clarity, and mutual consent. The divergence lies in the articulation and formalization of these conditions: Iranian civil law codifies principles, introduces public order, and provides judicially enforceable standards, whereas Imami jurisprudence relies on religious, ethical, and rational interpretation. This combination ensures that Iranian law retains the substantive essence of

classical thought while adapting it to contemporary legal and social contexts [28].

Table 4. Comparative Analysis of Legal Effects and Consequences of Breach

Aspect	Imami Jurisprudence	Iranian Civil Law	Remarks
Binding Effect	Breach of a valid stipulation creates moral and legal obligation to fulfill it	Breach triggers enforceable legal remedies under civil code articles 237-239	Both systems recognize enforceability, but Iranian law provides codified judicial mechanisms
Remedies for Breach	Specific performance, rescission, or compensation depending on stipulation type	Specific performance, rescission, or damages; court-enforced	Remedies are aligned; Iranian law formalizes and standardizes application
Effect on Main Contract	Breach of a stipulation does not necessarily invalidate the main contract	Invalid or breached stipulations generally do not affect main contract unless essential	Both systems preserve contractual stability
Public/Legal Order	Compliance guided by Sharia, morality, and fairness	Compliance must respect law and public order (nizam-e 'omumi)	Iranian law adds modern safeguards absent in classical jurisprudence
Types of Stipulations and Consequences	Conditions of attribute: rescission or compensation; Conditions of act: performance or rescission; Conditions of result: automatic legal effect enforcement	Same categorization codified; remedies clearly articulated in statutory language	Classification continuity; codification provides predictability
Good Faith and Fair Dealing	Implied through moral and ethical obligation	Explicitly recognized; courts consider bona fide performance and fairness	Iranian law formalizes ethical principles in enforceable legal context

The table (4) focuses on the legal effects and consequences of breach of contractual stipulations, comparing Imami jurisprudence and Iranian civil law. This aspect is critical because the enforceability of stipulations is what transforms them from theoretical constructs into practical instruments that govern contractual relations. Both systems recognize that a breach has implications for the parties' rights and obligations, but the mechanisms and formalization differ significantly [30].

In Imami jurisprudence, once a stipulation is valid, a breach imposes a binding moral and legal obligation on the obligated party. Remedies depend on the nature of the stipulation. For conditions of act, the beneficiary may demand performance; for conditions of attribute, the stipulation's non-fulfillment can justify rescission or claim for compensation; and for conditions of result, the stipulated legal effect is enforced or recognized automatically. Jurists often rely on reasoned discretion and moral principles to determine remedies. This system emphasizes fairness, social justice, and adherence to Sharia norms, while practical enforcement often depends on consensus and judicial interpretation guided by jurisprudential reasoning [31].

Iranian civil law, however, codifies these principles into explicit legal provisions. Articles 237 to 239 of the civil code regulate the consequences of breach, providing structured remedies for each type of stipulation. Courts can compel specific performance, allow rescission if performance becomes impossible, or award compensation for

damages. This codification ensures uniformity, reduces uncertainty, and enhances predictability for contracting parties. Moreover, Iranian law integrates modern legal concepts such as public order (nizam-e 'omumi), ensuring that enforcement does not contravene societal norms or statutory imperatives. This represents an evolution from the moral and jurisprudential enforcement mechanisms of classical Imami law to a formal, court-administered system.

Both systems maintain the principle that the breach of a stipulation generally does not invalidate the main contract, unless the stipulation is essential to the contract's core purpose. This approach preserves contractual stability and prevents the undue disruption of legal relations due to ancillary conditions. In practice, however, Iranian law provides clearer guidance for determining when a stipulation is essential and how invalidity affects the contract, whereas jurisprudential analysis relies on interpretive reasoning [32].

The consideration of good faith and ethical conduct further highlights the interplay between moral and legal norms. Imami jurisprudence embeds fairness, honesty, and ethical obligation as inherent expectations for fulfilling stipulations. Iranian law explicitly recognizes these principles in its enforcement provisions, instructing courts to evaluate bona fide performance and equitable remedies. By doing so, Iranian law formalizes ethical considerations into enforceable legal standards [33].

The codified classification of stipulations conditions of attribute, act, and result is preserved in Iranian

law, reinforcing continuity with Imami jurisprudence while standardizing remedies for each type. This ensures that contracting parties can anticipate consequences, reducing disputes and facilitating smoother contractual relations [34].

In conclusion, the comparative analysis demonstrates that both Imami jurisprudence and Iranian civil law recognize the binding nature of stipulations and the consequences of breach, including specific performance, rescission, and compensation. The key difference lies in formalization: Iranian law provides codified rules, judicial procedures, and integration of public order principles, whereas Imami jurisprudence relies on moral, ethical, and jurisprudential reasoning. This combination preserves the substantive essence of classical thought while adapting enforcement to a modern, systematic legal framework, enhancing predictability, fairness, and contractual certainty [36].

Discussion

The comparative study of contractual stipulations in Iranian civil law and Imami jurisprudence reveals a rich interplay between classical jurisprudential principles and modern codified law. The analysis across conceptual foundations, conditions of validity, classification, and legal effects highlights both continuity and adaptation, illustrating how historical doctrines continue to shape contemporary legal practice while accommodating modern needs. At the conceptual level, both Imami jurisprudence and Iranian civil law recognize stipulations as ancillary contractual obligations. They are not essential for contract formation but acquire binding force once validly included. In jurisprudence, the binding nature of stipulations is grounded in Sharia, with textual support from the Qur'an and Hadith, especially the maxim "al-mu'minūn 'inda shurūṭihim". Rational principles and consensus further strengthen their enforceability. Iranian law retains this foundation while codifying it within articles 234-246 of the civil code, providing clear statutory backing for contractual stipulations. Article 10 further reinforces private autonomy by permitting parties to include stipulations as long as they do not contradict mandatory norms. This demonstrates a continuity of purpose: allowing parties to regulate their rights and obligations while balancing legal enforceability with normative boundaries [35-37].

The conditions for validity form another point of comparison. Both systems require that stipulations comply with overarching legal or moral norms, be feasible, offer legitimate benefit, and remain consistent with the essence of the contract. Imami jurisprudence emphasizes Sharia compliance and rational benefit, with flexibility in interpretation based on ethical and practical considerations. Iranian civil law codifies these requirements, adding

explicit references to public order and the impossibility or uselessness of conditions. Furthermore, consent and clarity are essential in both systems, though Iranian law formalizes these as judicially enforceable standards. This codification enhances predictability and reduces ambiguity, addressing practical challenges that may arise when parties draft complex contractual stipulations [38-40].

Classification of stipulations into conditions of attribute, act, and result illustrates a direct doctrinal continuity. Both Imami jurisprudence and Iranian law employ this tripartite structure, which provides conceptual clarity and guides the determination of remedies in case of non-fulfillment. In practice, conditions of attribute relate to essential qualities or characteristics, conditions of act involve performance or abstention from specific acts, and conditions of result produce immediate legal effects upon contract formation. The Iranian civil code preserves this classification while standardizing remedies through statutory language, thereby integrating classical thought with modern legal mechanisms [41-43].

The legal effects and consequences of breach further demonstrate both alignment and evolution. Imami jurisprudence offers remedies such as specific performance, rescission, or compensation, guided by moral and jurisprudential reasoning. Iranian civil law formalizes these remedies under articles 237-239, allowing courts to enforce specific performance, grant rescission, or award damages. Both systems maintain that the breach of a stipulation generally does not affect the main contract unless the condition is essential, thus preserving contractual stability. Iranian law, however, introduces modern safeguards such as public order, judicial procedures, and explicit rules on invalid stipulations, enhancing legal certainty and aligning enforcement with contemporary societal expectations. Good faith and fairness, implicit in jurisprudential reasoning, are codified in Iranian law, reinforcing ethical principles within enforceable legal frameworks [44-46].

The FGI approach, if applied, could provide practical insights that complement doctrinal analysis. By engaging legal practitioners, scholars, and experts in jurisprudence, FGIs can reveal challenges in drafting, interpreting, and enforcing stipulations. Such qualitative findings can illuminate gaps between theory and practice, highlight areas requiring reform, and validate codified rules by reflecting real-world experiences. They can also demonstrate how stakeholders perceive convergence or divergence between classical principles and contemporary law, thereby offering a nuanced understanding of contractual stipulations in practice [47].

In conclusion, the comparative analysis demonstrates that contractual stipulations are a

robust legal institution bridging classical jurisprudence and contemporary civil law. The alignment in classification, validity conditions, and remedial measures highlights the enduring influence of Imami thought on Iranian legislation. Simultaneously, codification addresses modern needs for clarity, enforceability, and adaptability in diverse contractual contexts. This dual approach not only preserves the theoretical essence of stipulations but also ensures their functional effectiveness in today's legal environment, making them a vital component of contractual practice in Iran [48].

Conclusion

The comparative study of contractual stipulations in Iranian civil law and Imami jurisprudence highlights both the enduring influence of classical jurisprudential thought and the adaptive capacity of modern statutory law. Throughout this research, it has been evident that while the conceptual foundations, conditions for validity, classification, and legal effects of stipulations share remarkable continuity, Iranian civil law introduces codified mechanisms that enhance clarity, enforceability, and practical applicability in contemporary legal contexts. At the conceptual level, both systems recognize stipulations as ancillary contractual obligations that supplement, rather than constitute, the essential elements of a contract. In Imami jurisprudence, stipulations derive their binding force from Sharia, reinforced through rational principles and scholarly consensus. Iranian civil law preserves this foundation while translating it into statutory language, particularly within articles 234-246 of the civil code. Article 10 further strengthens contractual autonomy by permitting parties to include stipulations, provided they do not contravene mandatory legal norms. This continuity underscores the shared understanding that contractual stipulations serve to regulate rights and duties beyond the core obligations, offering flexibility while maintaining normative boundaries.

The conditions for validity of stipulations reveal a close alignment between jurisprudence and codified law. Both systems require that stipulations comply with overarching legal or religious norms, be feasible, possess rational benefit, remain consistent with the essence of the contract (*muqtada al-aqd*), and be clearly defined and mutually agreed upon. Imami jurisprudence emphasizes moral and ethical reasoning to assess these conditions, while Iranian civil law formalizes them within statutory provisions. Article 232 explicitly renders stipulations impossible, useless, or contrary to law or public order as void, providing clear standards for judicial enforcement. This codification reduces ambiguity and ensures predictable outcomes in contractual disputes, reflecting the practical needs of a modern legal system.

The tripartite classification of stipulations conditions of attribute, act, and result demonstrates a direct continuity between Imami jurisprudence and Iranian law. This framework provides conceptual clarity and guides the determination of remedies. Conditions of attribute concern the qualities or characteristics of the contractual subject, conditions of act require specific performance or abstention, and conditions of result produce immediate legal effects upon contract formation. Iranian civil law maintains this classification while specifying remedies and enforcement procedures, integrating classical concepts into a coherent, contemporary legal framework. Legal effects and consequences of breach constitute another area of convergence with notable enhancements in the modern system. In both Imami jurisprudence and Iranian law, breach of a valid stipulation creates enforceable obligations, and remedies may include specific performance, rescission, or compensation. Iranian law, however, codifies these remedies with explicit procedural guidance, incorporates public order considerations, and ensures courts can systematically enforce stipulations. Good faith and fairness, inherently emphasized in jurisprudential reasoning, are explicitly recognized in Iranian law, providing both ethical and practical assurance for contractual parties. Furthermore, both systems maintain that the breach of a stipulation generally does not affect the main contract unless the condition is essential, preserving contractual stability while safeguarding ancillary obligations. The comparative analysis also highlights the practical utility of modern research methods, such as Focus Group Interviews (FGIs), to complement doctrinal analysis. FGIs can provide insights into how legal practitioners, scholars, and jurists perceive stipulations in practice, identify challenges in drafting and enforcing conditions, and assess the alignment between theoretical principles and real-world application. Such qualitative data reinforce the relevance of jurisprudential principles while validating the codified approach of Iranian civil law, ensuring that legal theory translates effectively into practice. Overall, this study demonstrates that Iranian civil law successfully integrates classical Imami jurisprudential principles with contemporary statutory codification. The alignment in classification, validity conditions, and remedial measures highlights the enduring influence of jurisprudence, while the statutory framework introduces clarity, enforceability, and procedural efficiency. The combination of traditional principles and modern legal mechanisms ensures that contractual stipulations remain both theoretically sound and practically effective, meeting the needs of diverse contractual contexts. In conclusion, contractual stipulations represent a robust legal institution bridging the gap between classical jurisprudential thought and contemporary civil law. Iranian legislation preserves the substantive essence

of Imami jurisprudence while enhancing legal certainty, enforceability, and adaptability. This dual approach not only safeguards the moral, ethical, and rational foundations of stipulations but also ensures their functional relevance in modern contractual practice. By balancing continuity with innovation, Iranian civil law provides a coherent and flexible framework for stipulations, reinforcing their vital role in regulating contractual relationships and maintaining stability in legal transactions.

Disclosure Statement

No potential conflict of interest reported by the authors.

Funding

This research did not receive any specific grant from funding agencies in the public, commercial, or not-for-profit sectors.

Authors' Contributions

All authors contributed to data analysis, drafting, and revising of the paper and agreed to be responsible for all the aspects of this work.

References

- [1] Abdul Manap, N., Laluddin, H., Mohd Kusrin, Z., & Salleh, A. D. (2014). [Stipulation in contract from Islamic and Malaysian legal perspectives](#). *Asian Social Science*, 10(2), 112-117.
- [2] Ahmad Khan, M., & Parveen, A. (2023). [Impact of stipulations, contingency and deferment to future on sale; Comparative analysis of jurists' schools of thought](#). *Al-Aijaz Research Journal of Islamic Studies & Humanities*.
- [3] Amjadi Shayegh, A., et al. (2025). [Legal principles governing partnership agreements](#).
- [4] Askari, F. (2024). [A comparative look at validity of contracts in German and Iranian law](#). *IJREL*, 1(2).
- [5] Atiyah, P. S. (2000). [The rise and fall of freedom of contract](#). *Clarendon Press*.
- [6] Bantekas, I., & Al-Ahmed, A. (2023). [Contract formation under civil law](#). In *Contract Law of Qatar* (pp. 12-30). *Cambridge University Press*.
- [7] Bantekas, I., & Bell, J. (2024). [Contractual terms and conditions in Islamic law](#). *Oxford University Press*.
- [8] Bantekas, I., & Bell, J. (2024). [Islamic contract law: Commentary and cases](#). (OUP).
- [9] Bantekas, I., & Bell, J. (2024). [Islamic Contract Law: General principles and contractual terms](#). *Oxford University Press*.
- [10] Bantekas, I., et al. (2024). [General principles and sources of Islamic contract law: A general theory? In Islamic Contract Law \(OUP\)](#)
- [11] Bantekas, I., et al. (2024). [General principles of Islamic contract law](#). *OUP Chapter*.
- [12] Benson, P. (Ed.). (2001). [The theory of contract law: New essays](#). *Cambridge University Press*.
- [13] Bix, B. H. (2015). [Philosophical Foundations of Contract Law \(review of G. Klass, G. Letsas & P. Saprai \(Eds.\)\)](#). *Cambridge Law Journal*, 74(3).
- [14] Calamita, N. (2003). [The enforcement of consumer contracts in Europe](#). *Cambridge University Press*.
- [15] Chen-Wishart, M. (2015). [The nature of vitiating factors in contract law](#). In G. Klass, G. Letsas & P. Saprai (Eds.), *Philosophical Foundations of Contract Law*, 294-318.
- [16] Chen-Wishart, M. (2018). [Contract law \(6th ed.\)](#). *Oxford University Press*.
- [17] Crafa, S., Laneve, C., & Sartor, G. (2021). [Pacta sunt servanda: Legal contracts in Stipula](#).
- [18] Fridman, S. (2014). [Law and morality debates in the foundations of contract theory](#). *Oxford Journal of Legal Studies*.
- [19] Frier, B. W. (2021). [Stipulation: A Formal Contract](#). In *A Casebook on the Roman Law of Contracts* (pp. 39-132). *Oxford University Press*.
- [20] Fuller, L. L., & Perdue, W. R. (1936). [The reliance interest in contract damages: I](#). *The Yale Law Journal*, 46(1), 52-96.
- [21] Furmston, M., & Tolhurst, G. J. (2023). [Formation and the concept of agreement](#). In *Furmston and Tolhurst on Contract Formation* (3rd ed.). *Oxford University Press*.
- [22] Goetz, C. J., & Scott, R. (1980). [Enforcing promises: An examination of the basis of contract](#). *The Yale Law Journal*, 89(7), 1261-1323.
- [23] Gopala Krishnan, S. (2019). [Contract law theory: Foundations, concepts and applications](#). *International Journal of Law and Management*, 61(5), 1123-1142.
- [24] Haddadzadeh Shakiba, A., & Qasmi, M. (2024). [An investigation into the specific performance remedy for breach of contracts: A comparative study of the Islamic Iranian legal system and common law](#). *Journal of Shariah Law Research*.
- [25] Herdianto, S. R., & Santiago, F. (2022). [Legal principles of agreements: A foundation in contract establishment](#). In *Proceedings of the 2nd International Conference on Law, Social Science, Economics, and Education*.
- [26] Hermalin, B. E., Katz, A. W., & Craswell, R. (2007). [Contract law: Handbook overview](#). *Handbook of Law and Economics*, 1, 3-138.
- [27] Hoffmann, J. F. (2021). [Contract Law Theory and the Concept of 'Ownership'](#). *European Review of Contract Law*, 17(2), 142-156.
- [28] Hurd, H. M. (1996). [The moral magic of consent](#). *Legal Theory*, 2(2), 121-146.
- [29] Jany, J. (2024). [Law of contracts in Late Antique Persia](#). *Religions*, 15(3), 252.

- [30] Kaplow, L., & Shavell, S. (1994). Why the legal system is less efficient than the income tax in redistributing income. *The Journal of Legal Studies*, 23(2), 667-681.
- [31] Khan, R. (2020). Islamic arbitration and contractual terms interpretation. *Vanderbilt Law Review*.
- [32] Klass, G., Letsas, G., & Saprai, P. (Eds.). (2014). *Philosophical Foundations of Contract Law*. Oxford University Press.
- [33] Macaulay, S. (1963). Non-contractual relations in business: A preliminary study. *American Sociological Review*, 28(1), 55-67.
- [34] Macneil, I. R. (1980). *The new social contract: An inquiry into modern contractual relations*. Yale University Press.
- [35] Mahdavi Raad, H. R. (2025). A comparative study of implied condition in Imamiyyah jurisprudence and the laws of Iran and England. *Kom Journal*, XIII (2), 15-37.
- [36] Markovits, D. (2004). Contract and collaboration. *The Yale Law Journal*, 113(7), 1417-1518.
- [37] McMeel, G. (2017). Time Stipulations. In *McMeel on The Construction of Contracts* (3rd ed., pp. 719-729). Oxford University Press.
- [38] Meisamy, H., & Molakarimi, F. (2024). The jurisprudential analysis of the unfair contract terms in the Iranian usury-free banking system. *International Journal of Economics, Management and Accounting*, 32(2).
- [39] Olawale, M. (2020). Contractual terms and definitions in comparative law. *Journal of Contract Law Studies*, 15(3), 45-67.
- [40] Pirhaji, M., Kuhnastani, R. M., & Pudeh, M. R. E. (2015). Analysis of contract law in Iran. *Mediterranean Journal of Social Sciences*, 6(6), 49.
- [41] Posner, E. A. (2003). Economic analysis of contract law after three decades: Success or failure? *The Yale Law Journal*, 112(4), 829-880.
- [42] Riley, C. A. (2000). Designing default rules in contract law: Consent, conventionalism, and efficiency. *Oxford Journal of Legal Studies*, 20(3), 367-390.
- [43] Scanlon, T. M. (2001). Promises and contracts. In P. Benson (Ed.), *The Theory of Contract Law: New Essays* (pp. 86-117). Cambridge University Press.
- [44] Schlechtriem, P., & Schwenzer, I. (2016). *Commentary on the UN Convention on the International Sale of Goods (CISG)*. Oxford University Press.
- [45] Schwartz, A., & Scott, R. (2003). Contract Theory and the Limits of Contract Law. *The Yale Law Journal*, 113(3), 541-619.
- [46] Smith, J. (2019). The definition and role of contractual stipulations in modern law. *International Journal of Contract Studies*, 11(2), 88-105.
- [47] Tai, W. (2008). Stipulation in the international commercial contracts. *Journal of Politics and Law*, 9(6), 75.
- [48] Turitsyn, D. A., & Bakhmetiev, P. V. (2020). To the question on theoretical aspects of contract law: features, sources, principles. In *Social and Cultural Transformations* (Vol. 92, pp. 1123-1129). European Publisher.