

## ELECTRONIC REPRESENTATIVE SURVEY OF LEGAL POSITION IN IRANIAN LAW.

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### **Abstract**

Electronic representation of the spread of the modern communication technology, has raised numerous legal issues and contracts within the scope of this impact is substantial and leads to the discussion of contractual and legal rights of representation in the virtual space study examined This type the legal status of electronic representative in Iran's rights. The results showed that the legal effect will be attributable to owners of websites. Representative of the Electronic communication tool between the parties as representing a contributing factor, along with the parties involved in the May contract.

**Key words:** conflict of laws, civil agencies, agency contracts, contract law

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**Introduction:**

Individuals can apply on behalf of their competence that do have it, by others to implement. The use of other jobs in the management of certain actions and transactions such as personal and private contracts, large manufacturing companies, industrial plants, etc. are very common. Representative during the transaction may not comply with the party about the permission or without the permission of the original transaction that actually lack the authority to do so. The rules deal with such acts of interference in the expression used, and subsequent permit can convert waste to the competent representative.

Noble can represent all or part of its authority to deny or representative can also be withdrawn due to lack of representation or events and specific events involuntarily caused the decline of representation.

*Legal status of a representative in the Iranian Law:*

In Iranian law, unlike the law of England and America as independent rights agency and the rules are the rules and regulations governing public contracts in civil law and brokerage law, and an extracted Factorage in the Commercial Code Are.

Among them is that each person is only required to contract with their will to do this. This is in fact an expression of the principle of relativity of contracts and Article 231 of the Civil Code has also clearly expressed on this issue.

But will it be effective or directly in the establishment of contractual obligations, such as when the person signed the contract itself, or indirectly by delegating the contract to another, creating legal effect, for example: a person " a "from the" b "or a" c "contract is entered in this case the legal effect of the contract on the individual created" b "will flow. Such association representatives and agents called direct representative. (Consistory, 2010).

But what a representative role in the conclusion of electronic contracts is important is that the representative must be will otherwise not be able to act as agent on behalf of someone else. Since

his legal practice and after the formation of a reputable agency, and has the effect should be like any other people 's requirements have to provide a valid legal willing to work.

Obviously, computer software is not a person and does not have the will. Therefore, given that mediates between the dealers or the person or tool, and can not represent a person, after the contract should be concluded between the parties is representative of the electronic communication tools.

Of course, in this theory, we believe that these actions represent all the books directly from the person who directs it possesses or uses, exported, however, Electronic representative only as a communication tool between the parties acts such as communication by telephone that its performance is more than a communication device. As a result, the contract can no longer be claimed that e-mail via an agent, representative operating as effectively with the parties involved in the May contract, as the conclusion of the contract over the phone can be said that phone contract is signed.

But if we accept this theory will inevitably attaches to it that all contract obligations the responsibility of the owner of the website from the representative of the electronic benefit, will be.

The effects of mistakes and errors in the use of electronic representative and independent performance comes it will be responsible for all the acts he is assumed to be authentic acts.

In fact, a representative merely a tool, but a tool not aware intelligent and has a personality of its own that can be blamed because if it be otherwise employed electronic receiver can be representative for any reason such as error representative e-mail of the obligations arising from contracts that are representative refused. This leads to the use of electronic representative, accurate and continuous monitoring of the proper functioning of it.

Setting up and using the site for contract means the intention is willing to sell. This tool aims in different ways including language, behavior, and pointing and using tools such as the telephone

and postal mail and telefax and ... realized that today, in addition to traditional practices in the current online transactions via chat and email and electronic representative carried out.

However, as will be clear in the contract through websites.

But the vision of e-commerce law in relation to the legal status of a representative is vague but it can be looked at from two perspectives.

The first view of the law tend to represent the character of a state is defined in the second paragraph of Article 2 provides: "A person, whether natural or legal person or computer systems under their control".

In addition to the traditional definition of the various rights of the person or a third person as "computer systems controlled by the natural or legal person" has been introduced in the beginning, new innovations by the law of electronic commerce.

But this clause (f) of Article 2 of the definition is incompatible computer systems, which provides: "Hey connect any device or set of devices hardware - software that message through the implementation of automated data processing operation he does". This description can be a computing device that a representative can be a part of it, He has character and the rights and obligations assigned to it? As a result of the debate on the law tend to be characters that are part of the software agent is untenable, and it seems to be better In the revised definition does not conflict with its traditional definition. The second view: the Law on Electronic agent is foggy.

Construction originally sent. "according to the information system defined in paragraph (g) of Article 2 that it" system for generating, sending, receiving, storing or processing data message "knows and is one of the examples that can be electronically representative,

However, the possibility of contracting through electronic representative and the credibility it brings, is still not clear What is the role of a representative, whether as representative by the site owner undertakes the electronic contract, or as the link acts between the parties, but it must be said that in both cases the legal effect will be attributable to the owner of the site.

It can be concluded from this entire topic that really represents a clear view on the legal status of electronic contracts via the websites not. But it can be deduced that a representative instrument theory more closely.

## Results

With regard to the comment that was made, we can conclude that in view of the representative character of the law tend to be electronic That is untenable and it seems to be a better person to be revised definition does not conflict with its traditional definition.

What is the role of a representative is not clear, whether as representative of the owner of the website E undertakes contract or acts as the link between the parties, but it must be said In both cases, its legal effects the Web site will be assigned.

Of this topic can be concluded that a really clear view on the legal status of the representative electronically through the website no contract. But it can be deduced that a representative instrumental theory more closely.

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