

### **Transfer of Crime Control Policy; Is It Voluntary or Coercive?**

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Transferring crime control policy is defined as a process in which knowledge and information about ideas, ideologies, judicial practices, and crime control policies are transported from one jurisdiction to another.

This term, which has been recently considered by some criminologists in the early twenty-first century, came from 'policy transfer' literature in comparative political science.

Today, the study of the transfer process has become critical, since the transfer of policies between countries and the importation of ideas from abroad are on the rise.

The legal system of Iran has used transitional crime control policies in its criminal justice system to resolve legal and criminal problems, so it needs to be familiar with this important and influential matter. It can be very effective in ensuring the success of transitional policies. It can be very effective in ensuring the success of imported Iranian crime control policies.

This article has four sections. In the first section, the conceptual framework of policy transfer is explained. Then, the types of transfer (voluntary transfer and coercive transfer) will be reviewed in the field of criminal policy with concrete examples. And finally, in the last section, we illustrate a wide range of transmission, involving both voluntary and coercive elements of transfer.

**Keywords:** policy transfer, voluntary transfer, coercive transfer, crime control policy, criminal policy-making.

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## **Religious supervision requirements of the Guardian Council jurists In Islamic Republic of Iran Legal System**

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One of the most crucial issues regarding how to exercise the jurisdiction of the Guardian Council jurists is the necessary clarification of the jurisdiction that is exercised solely through the Grand Jurors. Accordingly, research has been carried out on this subject, entitled "The Sharia Laws of the Guardian Council Jurists in the Constitutional System of the Islamic Republic of Iran." The main question of this research is to find and summarize these requirements and requirements, or in other words to answer the question, "What are the legal requirements of the Guardian Council jurists in the Iranian constitutional system?" Accordingly, the main hypothesis of this research, which answers the above question, would be: "The most central issues that the constitutional legislator considers necessary for the exercise of religious supervision exercised by the jurists of the Guardian Council are: the sovereignty and fulfillment of Article 4 of the Constitution, balance. Shari'a rule and the rule of law, the null and void effect of anti-Sharia laws, standard fatwas, and the temporal and subjective scope of Shari'a supervision".

This research is based on the principles underlying the constitution and the author has accepted the order in the constitutional system of the Islamic Republic of Iran and has attempted to analyze and present the material. In other words, the main question of this research should be considered in the constitutional paradigm in which the Shari'a is regarded as the supreme norm. This is the researcher's strategic rule from the beginning to the end of this research.

**Keywords:** Guardian Council, Religious Supervision, Article 4 of the Constitution, Requirements of religious Supervision, Governmental Fatwa, Legislation, Laws and Regulations.

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## **The Role of the Guardian Council in Ensuring Compatibility between Persian and Non-Persian Texts of International Treaties**

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In spite of the silence of the Constitution and the Guardian Council's Regulations regarding the Council's authority to oversee the compatibility of Persian and non-Persian texts of treaties, the council has returned some approved treaties to the parliament because the texts are inconsistent. The question that arises in this regard is to what extent the action of the council has been able to correct the Persian text of the treaties?

According to a preliminary study, the above action of the council resulted in the declaration of ambiguity in the parliament's enactments. Therefore, in this article, the council's declarations of ambiguity in regard to the compatibility of Persian and non-Persian texts of the treaties were examined and it turned out that out of 852 treaties reviewed by the council until the end of 1399, 12 treaties faced such ambiguity and the factors of ambiguity were: 1. Lack of treaty annexes, 2. Obscurity of some articles of the treaty, 3. Existence of provisions contrary to legal principles, 4. Editing, phraseology, spelling, and translation errors. These cases have been examined and most of them were found to be correct, so the parliament has corrected the enactments as a result of the errors raised by the council.

However, the council's worthy role was not without flaw in this respect, since in some cases its declaration of ambiguity did not hold true, and in other cases, despite the contradiction between the Persian and non-Persian texts of a treaty, the parliament's enactment was approved by the Guardian Council.

**Keywords:** The Guardian Council, Ambiguity, International Treaties, Contradiction between Persian and Non-Persian Texts of Treaties, Comparing the Persian and Non-Persian Texts of Treaties.

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## **Every jurisconsult is accountable" rule (jurisconsult liability) in proving the legislative liability**

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It has long been questioned whether the legislature can be held responsible for damages caused to individuals or legal entities if their legislation causes harm? Some argue that theoretically since the law is one of the most critical tools for the survival of the state (immunity based on the sovereignty of the state) and the means of implementing philosophical-political principles for the formation of a government (immunity based on the primacy of public interest over private interest) and on the other hand, the assumption of legislative liability will have a huge financial cost for the government (immunity based on limited government resources), therefore the immunity of the government and the legislature from the law must be acknowledged. The purpose of this article was to open up a way to prove the civil liability of the government under the legislation based on the jurisprudence of the Ahl al-Bayt (PBH). Hence, the main question is designed as follows: "Can the legislator be considered liable in the event of damage by relying on the general rules of the liability chapter (especially the jurisconsult liability rule) "and by applying the rule to the fatwas of the jurists, the legislature of the parliament, the performance of the Guardian Council and also the ruling of the Supreme Leader, can they be held responsible in case of damage? "It seems that if in Islamic society, the ruling and the law cause harm, the source of the same ruling, i.e. the ruler of the Islamic society (government and its legislative components), is responsible for compensation and will be liable for all laws issued in society. Compensation methods and operational strategies for this significant issue are a serious discussion that is beyond the scope of this article.

**Keywords:** legislative liability, legislation, "every jurisconsult is accountable" rule, governor's mistake, social liability, goodness rule.

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## **Developments in the criminal legislation of the Islamic Republic regarding imprisonment with a jurisprudential approach**

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While imprisonment (Habs) is the most common criminal response in the criminal law system of the Islamic Republic, its recognition and legitimacy remain contested since the victory of the Islamic Revolution. The authority of imprisonment (Habs) as ta'zir and its limits has been debated by Imami scholars. This is a point of view and is open to review. The first mission of this article is to analyze the opinions of jurists regarding the legitimacy and limits of the application of this punishment. A selected view on the illegitimacy of the prison sentence (Habs) was selected after presenting this subject. As a result of proving this assertion, a new theory will dominate the penal system in the country, and that theory is that punishments should be minimally incarcerated. According to this theory, the legislator should determine this punishment in a confined manner and in cases of necessity. It is not possible to extend it to a wide range of crimes. In this article, the argumentative approach will be to discuss both the lexical meaning of the word imprisonment (Habs) and the Qur'anic meaning - as well as to examine the central emphasis of fundamentalism in the interpretation of texts and the philosophy of punishment legislation. Developments in the criminal law of the Islamic Republic in the field of the use of prison sentences have also been discussed in the present study.

**Keywords:** Punishment, Imprisonment, Prison, ta,zir., Sharia.

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### **Investigating the time impact of nullity on labor contract**

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According to the legal vacuum in retroactive and no retroactive effects of nullity in the labor contract, this article examines the views on this topic and identifies the effects of each in a descriptive, analytical and comparative approach. The result was that one could deduce the legislative to nullify the contract in accordance with the general contract rules. In French, German, Italian, and Luxembourg law, the no retroactive effect of nullity has been accepted because of pay and its fringe benefit to the worker. In this article, the same result has been achieved in our rights to the rules of "liability of usurper" and "Ma Yozman". But in cases where nullity is with bad faith (such as the nullity caused by the wrongdoing of the employer in the personality of the worker and an illicit contract), because of prohibiting the use of bad faith people with legal protections and contrary to public policy, a labor contract cannot create such benefits for them. Regarding labor imperative regulations as mentioned in the laws of foreign countries and in our labor law, some of those cases have been criminalized. In any case, even with the cancellation of the contract, their compliance is mandatory.

**Keywords:** retroactive and non-retroactive, nullity, wage, remuneration, labor imperative regulations.

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## **Rules Governing the Multiplicity of Offence of Smuggling of Goods and Currency**

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Taking smuggling of goods and currency so seriously, lawmakers enacted the Law of Combat against Smuggling of Goods and Currency. This law adopts a harsh penal policy. Predicting special regulations regarding the offense of smuggling goods and currency on the one hand, and referring the verdict of some issues to general laws, including the Islamic Penal Code, has caused ambiguities regarding the application of some institutions, including the issue of multiple offenses, regarding the offence of smuggling goods and currency. Inclusion or non-inclusion of multiplicity regulations on instances of smuggling violations, provision of specific regulations such as professional smuggler and its relationship with the institution of multiplicity, the multiplicity of smuggling offenses with related offenses, and how to aggregate convictions to enforce multiplicity regulations are some of the ambiguities that this article has tried to resolve with a descriptive and analytical method. Due to these opposing views, it is nonetheless considered that the rules of the multiplicity of crimes apply to cases of trafficking violations and that this requires a logical response to the problem of compiling sentences issued by the Revolutionary Courts and Governmental Penalties Organization branches. In addition, even though the rule of multiplicity in different instances of the offence of smuggling with each other and about other crimes is subject to the provisions of the Islamic Penal Code, it should be noted that special provisions are applicable in this regard.

**Keywords:** Multiplicity of Offence, Spiritual Multiplicity, Material Multiplicity, Smuggling of Goods and Currency, Professional Smuggler, Aggregation of Convictions.

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### **Criticizing and analyzing to Definition of right of Ghasm in Shia's jurisprudence Opinion**

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In Shia jurisprudence, "ghasm" is one of the rights of the wife in marriage, which has been legislated to ensure fairness between wives in polygamy. There are three different definitions of "ghasm". The first definition of "ghasm" refers to an obligatory right of alimony for the wife. According to the second definition of "ghasm", it refers to "enforcing justice among Wives" and according to the third definition, it refers to "dividing the nights among Wives". The right to "ghasm" established by alimony is not comprehensive, and it is not exclusive. In addition, given that this right to "ghasm" has resulted in "the establishment of justice between the wives", it is permissible to define it in the context of "justice". According to the division of the night, the right to "ghasm" defines itself most accurately, as it corresponds to the nature of the "ghasm" and is free of the shortcomings of the other two definitions. While the definition of the "ghasm" right in Shia's jurisprudence and the special place of this right in stabilizing the relations between spouses in the case of polygamy are fully explained, the reflection of these provisions in family law has been neglected. The current study fills this gap by not only explaining this legal defect, but also proposing a precise definition of the term "ghasm" and several articles in family law to reflect this.

**Keywords:** Right To Ghasm, Alimony, Justice, Divide the Nights.

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### **Comparative Study of the Basis of Product Liability under Iranian, French and American Legal Systems**

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The production of various risky products has led to an increase in the possibility of injury to people from these products. Therefore, special systems regarding product liability have been recognized in deferent countries to protect injured people. This system has been led to “Strict Liability”. According to Iranian law, which is based on Islamic principles (Fiqh), direct and indirect damages are the basis for no-fault liability, and if the product liability concept is interpreted by Islamic principles, then no new legislation will be needed. Damage caused by the product is related to the manufacturing process and fault of the product. Therefore, it is not necessary to prove the fault of the producer or the defects of the product. If the product is not the only cause of damage, the defect must be proven. The product defect is not the only fault, but the manufacturer has also committed fraud since the consumer intended to use the intact product. So the producer is the predominant cause.

**Keywords:** Product Liability, Strict Liability, direct damage, indirect damage, Comparative Study, America legal system, Iran legal system, France legal system.

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### **Jurisprudential and legal study of intention and consent in Cyberspace contracts based on international documents**

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In this study, we address issues concerning virtual contracts and express gaps concerning Iran's codified laws, Islamic jurisprudence, and international documents such as the Geneva Convention and the Convention on the International Sale of Goods, which are not explicitly addressed in Iran's e-commerce law. Consequently, in this research, the effects of conciliation of the parties to the contract by telephone, telex, and new virtual devices will be explored as well as the effects and rulings of contract conclusion. This research is applied from the standpoint of purpose, descriptive, and structural. The study concludes that there are challenges and gaps in the law for the conclusion of a virtual contract, and reveals a solution to eliminating these challenges and gaps.

**Keywords:** Intention and consent, Virtual contracts, Offer, Virtual Acceptance.

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### **Implying indication and its application in law**

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Implying indication is one type of context indication. This implies the speaker's intent and determines whether the connotation in an exclamatory sentence or the meaning in a declarative sentence is true. Generally, the principles of Islamic jurisprudence (usul al-fiqh) accepts the credit of implying indication. Belief in the generality or non-generality of the implication of necessity is effective in the category of inference from rulings and law. It can be accepted in the law and be used for interpretation laws as the civil code, commercial code, and criminal code. The application of the context indication does not present any problem in the interpretation of civil and commercial laws in which the broad interpretation is accepted as the principle. Similarly, the principle of the necessity of narrow interpretation does not preclude the validity of the implication in substantive criminal law. Because narrow interpretation does not mean interpretation of any kind of ambiguity. Therefore, the legislator's intent must first be discovered and if it is not possible to discover the will of the legislator, then doubt is interpreted in favor of the accused. The implication is used to interpret (the) contract as well, and it is valid unless it violates the law or public policy.

**Keywords:** Implying indication, interpretation law, Context indication, contract.

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## **Jurisprudential principles of out of agreement requirements in labor Contracts**

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The passage of the Labor Bill was fundamentally flawed by the Guardian Council. The bill imposed requirements such as working hours, wages, and workers' insurance on the employer. The Guardian Council, since analyzing the employment contract by the provisions on the lease of persons in jurisprudence, blamed the bill for this.

These requirements were not religious in any way, according to the council. In the view of the jurists of the Guardian Council, the labor-employer relationship is a completely private one in which the government has no right to enter or interfere. The insistence of the Islamic Consultative Assembly, on the one hand, and the denial of the Guardian Council, on the other, eventually led to the establishment of the Expediency Council, which eventually approved the bill on expediency. However, the jurisprudential problems of this law remain a mystery. With this article, an attempt has been made to analyze the jurisprudential aspects of the employment contract. Finally the basis of the government's intervention into this contract is the lack of influence of contracts concluded in the event of an emergency breach.

**Keywords:** Labor contract, coercion, abuse of coercion, la zarar rule, Pricing.

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