

The Comparing Delayed Payment of Compensation and Actual Compensation Caused By Luck of Making Obligations or Delay in Making Financial Obligations

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ABSTRACT: The thesis is entitled as the comparison of the loss of delayed payments and the actual damage caused by the lack of commitment or delayed financial obligations. The loss of delayed payment and actual damage including legal jurisprudence is highly regarded so, today; it is of little significance to dispute. This means that if anyone has an obligation to provide an affair and didn't do his commitment at due date, in the event that a result of this delay is affected the promise; the obligor is to compensate the damages caused by the delay. If this commitment is current, the legislator has proposed the term of "the loss of delayed payment" and has been subjected to certain conditions. The main necessity of the thesis presents: the obligation to pay the actual damage or the loss of delayed payment; due to lack of financial or non-financial liability, is a matter of social and legal affairs, established to maintain the order and stability in society, and respect to the covenant between parties to a contract. The main question of the thesis is: in what way, we are permitted to insert payment obligation in terms of delaying in payment of debt and preventing from realization of interest? The assumption proposed out of this question is to "inserting payment obligation as the terms of the contract is prevented from realization of interest". But the method used in the thesis is the librarian method and will be analyzed by using tools such as note taking and collecting of internet contents and legal papers. According to Jurists; generally, the loss of delayed payment of cash, in any form, is known as "usury" and must be forbidden. But there are some jurists legitimating to respect owed to maturity by separating the words "payment obligation" and "usury" as the provision inserted in the contract. As some jurists has accepted the claim of the loss of delayed payment in order to assuming a sharp decline in the value of money and the power of debtor as a settlement of a debt at the time of maturity.

Keywords: loss – delay- payment- loss of delayed payment- usury- profit.

INTRODUCTION

As far as a constitutional principle, the implementation of all regulations in the country was necessary with Islamic criteria (Article 4 of the Constitution of Islamic Republic of Iran). The second, the need for rational and meet social needs. Necessary due to the nature of law and its objectives. When the current conflict had become, how should these rights are a mystery to solve the puzzle?

Perhaps this conflict will never come before. The claims in the case that each of these two Tazand unit, is not difficult. If the judge does not rule on the matter to be respected reason and when there will be no reasonable objection does not deny religion. But as the conflict of how to apply the rule of two sources for this claim? One way is to say that the human intellect is incomplete because it does not reach the religious wisdom. If reason does not

understand why the judge ruled incomplete because one day it will judge the reasonableness of the sentence will follow. with all its divine being is fallible human beings that humans interpret and understand why it is that our understanding of religious shows. Perhaps in this way we lost track of it all religious affairs from obvious? But if this response means that whenever he appears irrational religious decree, abandoned, in fact, deny religion, then what is?

Statement of Problem

Damages caused by delay if the commitment is far from the current legislative term (delay compensation payments) raised and it is subject to certain conditions placed (Lion Heart, 2012).

One of the common challenges and issues of importance in the banking industry and some government agencies or private debt is different in the damage was too late. But sometimes religion and sometimes other optional activities.

Public confidence in transactions to reduce time, reduce loan granting, the heavy and the guarantee of security and reduce the volume of transactions in financial contracts and public welfare. Therefore, the importance and necessity of this study was to compare the delay in payment and the actual damage caused by the lack of commitment or delay the financial obligations in various ways.

Research Goal

The Comparing Delayed Payment of Compensation and Actual Compensation Caused By Luck of Making Obligations or Delay in Making Financial Obligations

Research question

1. How if included at all bound by the Court authorized payment delay and prevent be realization of usury?
2. What is legal - Legal basis and challenges associated with the compensation payment and delay or failure to perform committed.
3. Different conditions and rules of delayed payment of compensation to the actual damage caused by the lack of financial commitment on the obligations?
4. The legal nature of the real damage is caused by a lack of commitment? And how is the damage claim?

Damage:

The losses are losses caused by delays due to the discharge religion Diane enters and verifiable. Therefore, the induction and the views of civil can be raised and examined three types of damage. These three types of damage include:

Damage resulting from currency depreciation

Damage caused by non-profit and non-profit

Damages, including legal costs and other damages that may be suffered Diane. For example, delayed payment of debt obligations against another person because that Diane does not act on time and had to pay the losses stipulated in the contract is.

Delay:

to delay voluntary debt payment deadline of religion or when it is seeking voluntary offset depreciation shall be no delay in debt payments for the settlement of the issue is withdrawn.

Payments Delay compensation:

If someone does not in it time their commitment in time and as a result of this delay is committed to crushing hit, committed to compensate damages caused by the delay, if the commitment is a common way to say term damage to the delay of payment.

The amount of payment delay compensation

Damage assessment late payment to the extent that prices have changed, though, is a step forward, but it will not be enough. Of course, as a result of a delay in payment, the creditor has suffered at least as much devaluation and this is the first time that the parliament and the Guardian Council would have admitted the obvious: but the damage is not limited to the payment delay. Due to the devaluation and protect the rights of creditors at least reduce the amount of time that the scientific community has been legal.

The new law approach to delay payment of damages and losses

The court verdict is a practical approach to compensation payment delays. Although the law did not use these words, but most of the courts of the delay in payment of their claims. Refuse loss payment delays caused by lack of commitment or financial obligations the words of the covenant, agreement or treaty, there is a close relationship, so that sometimes used in a sense.

Conclusions and recommendations

In payment Delay damages, on the rights of months ago and after the Islamic Revolution has had many ups and downs. Before the Islamic Revolution, the maximum claim amount in case of a delay in paying the debt, and twelve percent without proof of damage is required to prove a mere delay in payment can be demanded.

After the Islamic Revolution, jurists Guardian Council said it believes, but the bank's claim for damages based on the stipulation that the late payment obligations as agreed in the original contract included.

Suggestions

1. The need to update legislation related to losses due to the views of the Guardian Council and the Expediency Council.
 2. Section 522 of the Public and Revolutionary Courts in civil procedure, the law as the form is concerned; the elimination of the substantive provisions contained in the Civil Code is to be included.
- Approved by the Guardian Council common approach stipulated for non-banks from individuals - law, the legislation is clear.

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